



**CONTRACT DOCUMENTS &
TECHNICAL SPECIFICATIONS**

PWC2627009

**ROBERT C. WILLIAMS BUSINESS CENTER LOBBY
RENOVATION**

ISSUED FOR BID

August 2026

**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
ROBERT C. WILLIAMS BUSINESS CENTER LOBBY RENOVATION**

**Cumberland County
North Carolina**

Pursuant to N.C.G.S 143-129/131, sealed bids are solicited and will be received at Fayetteville Public Works Commission, Administration Building, Conference Room 107, 955 Old Wilmington Road, Fayetteville, NC 28301, until **2:00 p.m., EST Thursday, September 3, 2026**, at which time they will be publicly opened and read.

The scope includes the demolition and removal of the walls, flooring, lighting, and fixtures from the 1st floor lobby, followed by reinstallation of each of these areas. This will provide more modern aesthetic and make use of more modern, energy efficient materials and fixtures.

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 **10:00 a.m., EST August 19, 2026**, at the R.C. Williams Business Center Lobby, 201 Hay Street, Fayetteville, NC 28301. Representatives of the Owner and Project Engineer 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 Nikole Bohannon, Procurement Manager, Fayetteville Public Works Commission, 955 Old Wilmington Road, Fayetteville, North Carolina 28301. The outside of the envelope must be marked **SEALED BID: ROBERT C. WILLIAMS BUSINESS CENTER LOBBY RENOVATION** 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.

Each bid shall be accompanied by a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute the Contract in accordance with the bid bond and upon failure to forthwith make payment, the surety shall pay the obligee an amount equal to the amount of said bond. Said deposit shall be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the Contract within ten (10) days after the Notice of Award or give satisfactory surety as required by law.

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 \$300,000.00.

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: Unclassified - Unlimited

Plans and Specifications including Contract Documents will be available online for viewing and downloading on or about **August 10, 2026**, 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>.

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

Fayetteville Public Works Commission reserves the right to reject any and all bids, to waive any and all informalities and irregularities, and to disregard all nonconforming, nonresponsive, or conditional bids. PWC further reserves the right to request additional information from any or all bidders for evaluation purposes; failure or refusal to furnish such information as requested may result in rejection of the bid.

The bid tabulation and announcement of the apparent low bidder at the bid opening do not constitute a binding contract with PWC. No contract will be considered awarded until a formal written Agreement is executed by both PWC and the successful bidder. The award of a contract, if made, will be to the lowest responsible, responsive bidder whose qualifications indicate the award will be in the best interest of PWC.

PWC also reserves the right, at its sole discretion, to re-advertise for bids if deemed in the best interest of PWC.

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 Opening for a period of ninety (90) calendar days.

FAYETTEVILLE PUBLIC WORKS COMMISSION
Nikole Bohannon
Procurement Manager

00100 - INSTRUCTIONS TO BIDDERS
FAYETTEVILLE PUBLIC WORKS COMMISSION
ROBERT C. WILLIAMS BUSINESS CENTER LOBBY RENOVATION

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 Manager 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 Nikole Bohannon, Procurement Manager, by email to procurement@faypwc.com. In order to receive consideration, questions must be received no later than the date and time noted in the **Bid Schedule – Performance and Delivery**. Any interpretations of questions so raised, which in the opinion of the Project Engineer require interpretations, will be issued by Addenda via email or posted online by the Owner and/or Project Engineer. An Addendum extending the Bid Opening date may be issued up to five (5) business days before the Bid Opening date. An Addendum withdrawing the Invitation for Bid may be issued any time prior to the Bid Opening date. The Owner and Project Engineer 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:
 - Unclassified - 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

J. ECONOMIC IMPACT PROGRAM

1. Program Commitment: Fayetteville Public Works Commission (PWC) is committed to promoting the utilization of Small and Disadvantaged Business Enterprises (SDBEs) and Small Local Suppliers (SLS) in PWC's procurement of construction contracting. PWC seeks to provide equitable access and opportunity to qualified businesses across its operational areas.
 - The SDBE Program encourages participation from firms certified through recognized third-party agencies, NC Department of Transportation (DBE Program), and the U.S. Small Business Administration (SBA).
 - The SLS Program continues to promote engagement of small, local firms within the Fayetteville Metropolitan Statistical Area (MSA), consisting of Cumberland, Hoke, and Harnett Counties.
2. Certification and Verification: Certifications recognized under this program include:
 - NC Department of Transportation (NCDOT) Disadvantaged Business Enterprise (DBE)
 - U.S. Small Business Administration (SBA) certifications, including 8(a), WOSB, SDVOSB, and HUBZone designations. Firms holding current certifications with these agencies are acceptable for listing in the bidder's disclosure form.
 - NCDOT DBE Directory: <https://www.ebs.nc.gov/VendorDirectory>

K. GREATER FAYETTEVILLE CHAMBER OF COMMERCE

1. Members of the Greater Fayetteville Chamber of Commerce preferred but not required.

L. 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.
 - A. Discrepancies between amounts shown in words and amounts shown in figures will be resolved in favor of the amounts shown in words.
 - B. If the Bid Form requires unit prices and extended prices, the extended price for each line item shall be calculated by multiplying the bidder's submitted unit price by the quantity identified in the Bid Form.
 - C. PWC will prepare a bid tabulation using the quantities identified in the Bid Form and the unit prices submitted by each bidder. PWC will verify the bidder's extended price for each line item by multiplying the bidder's submitted unit price by the applicable quantity. PWC will not modify or adjust a bidder's submitted unit price.
 - D. For Bid Forms containing multiple line items, the total tabulated bid price shall be determined by summing the tabulated extended prices for all line items.
 - E. The bidder's submitted unit price shall govern for each line item. In the event of a discrepancy between a bidder's submitted extended price, subtotal, total bid price, bid opening announcement, or other bidder-calculated totals and the tabulated bid price calculated using the bidder's submitted unit prices and the quantities identified in the Bid Form, the tabulated bid price shall control for bid tabulation, evaluation, responsiveness determinations, and award recommendation purposes.
 - F. Mathematical errors in the calculation of extended prices, subtotals, column totals, or grand totals shall not result in an adjustment to the bidder's submitted unit prices.
5. 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.
6. 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: Nikole Bohannon, Procurement Manger
955 Old Wilmington Road
Fayetteville, North Carolina 28301

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. All Bids received in the Procurement Department by the deadline indicated will be kept sealed until the time and date of the Bid Opening.
14. All late Bids shall be returned unopened to the sender.

M. BID BOND

1. Each Bid 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.

N. OPENING OF BIDS

1. Bids will be opened publicly and read aloud on the date and time set for the Bid Opening 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.

O. 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 Opening. 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 Opening.

P. 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.

Q. BIDS TO REMAIN OPEN

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

R. ESTIMATED QUANTITIES

1. The estimated quantities contained herein in certain items in the Bid are for the purpose of comparing bids, and while they are believed to be close approximations, they are not guaranteed, and settlement will be made on the basis of the work as actually executed at the unit prices in the Bid as accepted. PWC further reserves the right to delete any single line item or combination of items from the bid and cannot guarantee that all quantities listed in the Contract Documents will be utilized.
2. The Contractor should verify quantities before submitting a bid. Due to conditions that may be found under pavement such as the accurate location of existing water lines, sewer lines, gas lines, and structure services of all types, quantities are subject to change during construction, but this contingency shall not be used for a claim to change unit prices

submitted in the Bid.

S. AWARD OF CONTRACT

1. PWC reserves the right to reject any and all bids, to waive any and all minor informalities and irregularities, and to disregard all nonconforming, nonresponsive, or conditional bids. PWC further reserves the right to request additional information from any or all bidders for evaluation purposes; failure or refusal to furnish such information as requested may result in rejection of the bid. The bid tabulation and announcement of the apparent low bidder at the bid opening do not constitute a binding contract with PWC. No contract will be considered awarded until a formal written Agreement is executed by both PWC and the successful bidder. The award of a contract, if made, will be to the lowest responsible, responsive bidder whose qualifications indicate the award will be in the best interest of PWC. PWC also reserves the right, at its sole discretion, to re-advertise for bids if deemed in the best interest of PWC.
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 responsible 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 Opening.
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.

T. 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.

U. PERFORMANCE AND OTHER BONDS

1. The PWC General Conditions set forth PWC's requirements as to Performance and other Bonds.

V. 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.

W. 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
ROBERT C. WILLIAMS BUSINESS CENTER LOBBY RENOVATION**

In-Person Pre-Bid Meeting:	10:00 a.m., August 19, 2026
(MANDATORY)	Robert C. Williams Business Center 201 Hay Street Fayetteville, NC 28301
Deadline for Questions from Bidders ¹	4:00 p.m., August 25, 2026
Deadline for Addenda issued by PWC Procurement Department and Project Engineer ²	5:00 p.m., August 27, 2026
Bid Opening (Submittal Deadline)	2:00 p.m., September 3, 2026
	Fayetteville Public Works Commission Administrative Building Conference Room 107 955 Old Wilmington Road Fayetteville, NC 28301
Target Commission Meeting	September 30, 2026
Target City Council Meeting	October 12, 2026
Contract Time:	365 days
Liquidated Damages:	\$1,000.00 per day for each day beyond the Final Completion Date
Bid Acceptance Period	Within ninety (90) Calendar Days unless otherwise noted

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1. Questions regarding this bid must be submitted in writing to the attention of Nikole Bohannon, Procurement Manger, by email to 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 Engineer 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 Forms Section 00300.
- ☐ 4. Provide the responsible North Carolina Registered Agent for Insurance Claims. Include contact information.
- ☐ 5. Bid Bond, if applicable.
- ☐ 6. Power of Attorney
- ☐ 7. Provide the proposed responsible Bonding Company name. Include contact information.
- ☐ 8. List of proposed Subcontractors and material suppliers exceeding 5% of the Contract Value.
- ☐ 9. Non-Collusive Affidavit.
- ☐ 10. Nondiscrimination Clause.
- ☐ 11. Affidavit of Organization and Authority and Sworn Statement.
- ☐ 12. Equal Employment Opportunity Acknowledgment.
- ☐ 13. Certification regarding Debarment, Proposed Debarment, and other Responsible Matters.
- ☐ 14. FTA Certification Regarding Lobbying.
- ☐ 15. Economic Disclosure Form.

****FAILURE TO SUBMIT THE ABOVE FORMS 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: Nikole Bohannon, Procurement Manger
955 Old Wilmington Road
Fayetteville, North Carolina 28301

PROJECT: **PWC2627009 - ROBERT C. WILLIAMS BUSINESS CENTER LOBBY RENOVATION**

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 day of Bid opening. 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 typed.

- i. Discrepancies between amounts shown in words and amounts shown in figures will be resolved in favor of the amounts shown in words.
 - ii. If the Bid Form requires unit prices and extended prices, the extended price for each line item shall be calculated by multiplying the bidder's submitted unit price by the quantity identified in the Bid Form.
 - iii. PWC will prepare a bid tabulation using the quantities identified in the Bid Form and the unit prices submitted by each bidder. PWC will verify the bidder's extended price for each line item by multiplying the bidder's submitted unit price by the applicable quantity. PWC will not modify or adjust a bidder's submitted unit price.
 - iv. For Bid Forms containing multiple line items, the total tabulated bid price shall be determined by summing the tabulated extended prices for all line items.
 - v. The bidder's submitted unit price shall govern for each line item. In the event of a discrepancy between a bidder's submitted extended price, subtotal, total bid price, bid opening announcement, or other bidder-calculated totals and the tabulated bid price calculated using the bidder's submitted unit prices and the quantities identified in the Bid Form, the tabulated bid price shall control for bid tabulation, evaluation, responsiveness determinations, and award recommendation purposes.
 - vi. Mathematical errors in the calculation of extended prices, subtotals, column totals, or grand totals shall not result in an adjustment to the bidder's submitted unit prices.
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.

- BID SUMMARY-

TOTAL BASE BID

\$ _____

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 the competition date noted in the Notice to Proceed.
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.

Communications concerning this Bid shall be addressed to: (SURETY'S Name, Address, Telephone Number, and Email)

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

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 _____ 2026

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 _____ 2026

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 _____ 2026

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 _____ 2026

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 _____ 2026

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

Please provide the names of any local suppliers or subcontractors anticipated to be used on this project, including firms located within the Fayetteville Metropolitan Statistical Area (MSA), which consists of Cumberland, Hoke, and Harnett Counties. This form must be fully completed and attached to the bid submittal and each pay application thereafter.

If no subcontractors will be utilized, leave this form blank or indicate "None." If subcontractors are listed on this form.

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

Bidder's Signature

BID BOND

This is a Bid Bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General statutes.

This Bond is executed on _____, 20 ____.

The name of the PRINCIPAL is _____ (1)

_____ (2)

The name of the SURETY is _____

Fayetteville Public Works Commission, Fayetteville, North Carolina is the OWNER

The amount of the Bond is _____

_____ (Dollars) (\$ _____)

KNOW BY ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

PWC2627009 – ROBERT C. WILLIAMS BUSINESS CENTER LOBBY RENOVATION

NOW, THEREFORE

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

(Principal Secretary)
(SEAL)

Principal

BY: _____ (3)

(Address)

Witness as to Principal

Surety

(Address)

(Address)

ATTEST:

N.C. Resident Agent
(SEAL)

Witness as to Surety

(Address)

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as the case may be
- (3) If Contractor is a Partnership, all partners should execute Bond

POWER OF ATTORNEY
(Attach)

**AFFIDAVIT OF ORGANIZATION AND AUTHORITY SWORN STATEMENT
ROBERT C. WILLIAMS BUSINESS CENTER LOBBY RENOVATION**

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

F.T.A. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

**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

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ECONOMIC IMPACT DISCLOSURE FORM

Prime Contractor: _____
Address & Phone: _____
Project: _____
Name: _____
Pay Application # _____

Please provide the names of any local suppliers or subcontractors anticipated to be used on this project. For purposes of this requirement, "local" refers to firms located within the Fayetteville Metropolitan Statistical Area (MSA), which includes Cumberland, Hoke, and Harnett Counties. This form must be fully completed **and** submitted with the bid and with each subsequent pay application.

Firm Name	SDBE, SLS, or Local	Construction Trade or Supplies	Payment Amount
<i>Ex. ABC Company</i>	<i>Local – MSA</i>	<i>Hauling</i>	<i>\$25,000.00</i>

Signature

_____, _____
Printed Name Title

Date

SECTION B - CONTRACT EXECUTION DOCUMENTS

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NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: PWC2627009 - ROBERT C. WILLIAMS BUSINESS CENTER LOBBY RENOVATION

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 _____, 2026.

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

**BY: Nikole Bohannon
TITLE: Procurement Manager**

ACCEPTANCE OF AWARD

PWC2627009 - ROBERT C. WILLIAMS BUSINESS CENTER LOBBY RENOVATION

Receipt of the preceding NOTICE OF AWARD is hereby acknowledged this the _____
day of _____, 2026.

(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] registered to do business in North Carolina (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

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.



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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) **Cost of the Work**
 - A. Costs Included: To determine Cost of the Work when Cost of the Work is a component of the Contract Price, except as otherwise may be agreed to in writing by PWC, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the excluded costs specifically itemized below, and shall include only the following items:
 - (i) Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers’ compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - (ii) Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers’ field services required in connection therewith. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 - (iii) Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor’s Cost of the Work and

fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this subsection (p).

(iv) Supplemental costs including the following:

- a. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- b. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- c. The cost of utilities, fuel, and sanitary facilities at the Site.
- d. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

(i) Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications agreed upon by Owner and Contractor. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

(ii) Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

(iii) Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

(iv) Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

(v) Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included herein.

(vi) Contractor's fee.

A. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records of the Cost of Work in accordance with generally accepted accounting practices and submit in a form acceptable to PWC an itemized cost breakdown together with supporting data.

(q) 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."

- (r) 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.
- (s) Drawings—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- (t) 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.
- (u) Final Completion—The day the on which any specified Work is complete in accordance with the Contract Documents.
- (v) 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.
- (w) Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, 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.
- (x) 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.
- (y) Non-Compliance Notice—A written notice issued by PWC to Contractor indicating a violation of any term, provision, or requirement of the Contract Documents.
- (z) 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.
- (aa) 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.
- (bb) 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.
- (cc) 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.

- (dd) 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.
- (ee) PWC—Fayetteville Public Works Commission. PWC may also be referred to in the Contract Documents as “Owner.”
- (ff) 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.
- (gg) 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.
- (hh) 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.
- (ii) 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.
- (jj) 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.
- (kk) 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.
- (ll) 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.
- (mm) 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.
- (nn) Successful Bidder—The Bidder whose Bid PWC accepts, and to which PWC provides a Notice of Award.
- (oo) Supplementary Conditions—Any part of the Agreement that amends or supplements these General Conditions.

- (pp) 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.
- (qq) 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.
- (rr) 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.
- (ss) Unit Price Work—Work to be paid for on the basis of unit prices.
- (tt) 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.
- (uu) 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:

- 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.⁸

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 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 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
 - (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. 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

- (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: PWC2627009 - ROBERT C. WILLIAMS BUSINESS CENTER LOBBY
RENOVATION**

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.

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: PWC2627009 - ROBERT C. WILLIAMS BUSINESS CENTER LOBBY
RENOVATION**

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: PWC2627009 - ROBERT C. WILLIAMS BUSINESS CENTER LOBBY RENOVATION

You are hereby notified to commence work in accordance with the Contract dated _____, 2026, on or before _____, 2026, and you are to complete the WORK within the **contract period** thereafter. The date of final completion therefore is _____.

FAYETTEVILLE PUBLIC WORKS COMMISSION

BY: _____

Nikole Bohannon

Procurement Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged this the _____ day of _____, 2026.

(CONTRACTOR)

BY: _____

TITLE: _____

- END OF SECTION -

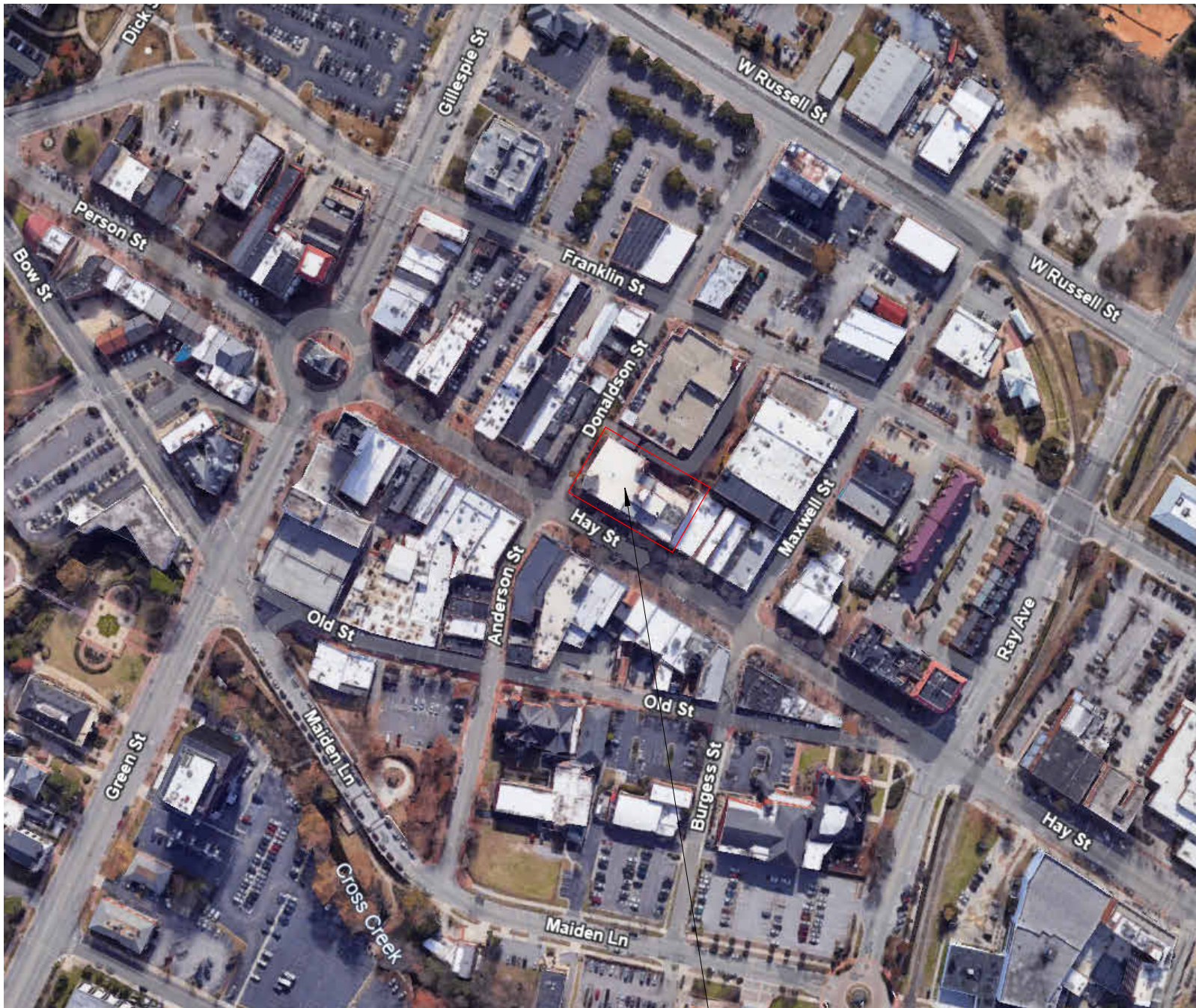
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APPENDICES

RC WILLIAMS BUILDING LOBBY

201 HAY STREET
FAYETTEVILLE, NC 28301
PERMIT SET - 05.22.26

VICINITY MAP



PROJECT LOCATION

SYMBOLS

ARCHITECTURAL ELEMENTS		VIEW ELEMENTS	
ROOM NAME 101	ROOM NAME ROOM NUMBER	2 A301	DETAIL MARKER
2222	DOOR NUMBER		
0A00A/KX	WALL TAG		
5F01	ALUMINUM FRAMING SYSTEM TAG	1 A101	SECTION MARKER
A	WINDOW TAG	1 A5.0.26	EXTERIOR ELEVATION MARKER
X	TOILET ACCESSORIES TAG	1 A5.0.26	INTERIOR ELEVATION MARKER
?	MATERIALS TAG		
E-1	EQUIPMENT TAG		
CR	CARD READER		
ACT-1 +1'-0"	CEILING TYPE FINISH ELEVATION		
SITE & LOCATION ELEMENTS			
Level Name 0'-0"	ELEVATION DATUM POINT		
AA	COLUMN GRID AND GRID BUBBLES		
00			
N	NORTH ARROW		
ANNOTATIONS			
C1	SHEET KEYNOTE		

ABBREVIATIONS

Abbr.	Abbreviated Phrase	Abbr.	Abbreviated Phrase	Abbr.	Abbreviated Phrase
ACT	ACOUSTIC CEILING TILE	FLUOR	FLUORESCENT	OC	ON CENTER
ADA	AMERICANS WITH DISABILITIES ACT	FO	FACE OF	OF	OWNER FURNISHED
ADJ	ADJUSTABLE	FOB	FACE OF BRICK	OFF	OFFICE
AED	AUTOMATED EXTERNAL DEFIBRILLATOR	FOS	FACE OF SHEATHING	OH	OPPOSITE HAND
AFF	ABOVE FINISH FLOOR	FR	FIRE RETARDANT TREATED	OI	OWNER INSTALLED
AL	ALUMINUM	FRP	FIBERGLASS REINFORCED PLASTIC (POLYMER)	OPNG	OPENING
ALT	ALTERNATE	FT	FOOT, FEET	PED	PEDESTAL, PEDESTRIAN, PEDIATRIC
AMC	ACOUSTICAL METAL CEILING	FURR	FURR(ED), (ING)	PERF	PERFORATE(D)
APC	ACOUSTICAL PANEL CEILING	FUT	FUTURE	PFB	PREFABRICATE(D)
APPROX	APPROXIMATE	FVC	FABRIC WALL COVERING	PFN	PREFINISH(ED)
ARCH	ARCHITECT(URAL)	FWP	FABRIC WRAPPED PANEL	PL, PLAM	PLASTIC LAMINATE
ARP	ACRYLIC RESIN PANEL			PLAS	PLASTER, PLASTIC
AWC	ACOUSTICAL WOOD CEILING	GA	GAUGE	PLWD	PLYWOOD
		GALV	GALVANIZED	PNL	PANEL
BBD	BULLETIN BOARD	GB	GLASS BOARD	PNT	PAINT(ED)
BD	BOARD	GC	GENERAL CONTRACTOR	PR	PAIR
BO	BOTTOM OF	GL	GLASS, GLAZING	PT	PRESSURE TREAT(ED)
BOT	BOTTOM	GR	GROUT	PTN	PARTITION
		GRAN	GRANITE		
CIL, CL	CENTERLINE	GWB	GYPSUM WALL BOARD	QT	QUARRY TILE
CAB	CABINET	GYP	GYPSUM	QZ	QUARTZ, ENGINEERED QUARTZ
CC	CUBICLE CURTAIN				
CCF	CONTRACTOR FURNISHED	HC	HOLLOW CORE	RB	RUBBER BASE
CI	CONTRACTOR INSTALLED	HD	HAND DRYER	RBT	RUBBER TILE
CIR	CIRCLE	HDR	HEADER	REC	RECEPTACLE
CLG	CEILING	HDW	HARDWARE	REF	REFERENCE, REFER
CLOS	CLOSET	HGT	HEIGHT	REFR	REFRIGERATOR
CLR	CLEAR(ANCE)	HORIZ	HORIZONTAL(LY)	REM	REMOVE
COL	COLUMN	HR	HOUR	REQ'D	REQUIRED
CON, CONC	CONCRETE	HVAC	HEATING, VENTILATION, AND AIR CONDITIONING	RM	ROOM
CONST	CONSTRUCTION	HWD	HARDWOOD	RS	RESILIENT
CONT	CONTINUOUS / CONTINUE	IBC	INTERNATIONAL BUILDING CODE	S&R	SHELF AND ROD
CONTR	CONTRACTOR	ID	INSIDE DIAMETER	SCW	SOLID CORE WOOD
COORD	COORDINATE	INCL	INCLUDE(D), (ING)	SECT	SECTION
CPT	CARPET	INSUL	INSULATE(D), (ING)	SQ	SQUARE FEET
CRB	COVERED RUBBER BASE	INT	INTERIOR	SFRM	SPRAYED FIRE RESISTIVE MATERIAL
CT	CERAMIC OR PORCELAIN TILE			SHR	SHOWER
CTR	CENTER	JAN	JANITOR'S CLOSET	SIM	SIMILAR
		JT	JOINT	SPEC	SPECIFICATION(S)
D	DRYER			SS	STAINLESS STEEL
DBL	DOUBLE			SSM	SOLID SURFACE MATERIAL
DEG	DEGREE	KIT	KITCHEN	ST	STONE
DEMO	DEMOLISH / DEMOLITION	KPL	KICK PLATE	STD	STANDARD
DET, DTL	DETAIL	L	LENGTH	STOR	STORAGE
DIA	DIAMETER	LAM	LAMINATE(D)	SUSP	SUSPENDED
DIM	DIMENSION	LBL	LABEL	SUSP CLG	SUSPENDED CEILING
DR	DOOR	LCKR	LOCKER	SV	SHEET VINYL
DS	DOWNSPOUT	LIN	LINOLEUM	SYS	SYSTEM
DWG	DRAWING(S)	LT	LIGHT	TB	TACK BOARD
DWN	DOWN	LVL	LAMINATED VENEER LUMBER	TEMP	TEMPERED, TEMPORARY
DWR	DRAWER	LVT	LUXURY VINYL TILE	TME	TO MATCH EXISTING
		MATL	MATERIAL(S)	TYP	TYPICAL
EA	EACH	MAX	MAXIMUM	TZ	TERRAZZO
EL	ELEVATION	MB	MARKER BOARD	UNO	UNLESS NOTED OTHERWISE
ELEC	ELECTRICAL	MECH	MECHANICAL		
ELEV	ELEVATOR	MFR	MANUFACTURE(R)	VB	VINYL BASE
EOS	EDGE OF SLAB	MIN	MINIMUM	VCT	VINYL COMPOSITE TILE
EP	EPOXY FLOORING	MISC	MISCELLANEOUS	VERT	VERTICAL(LY)
EQ	EQUAL(LY)	MTD	MOUNTED	VIF	VEINRY IN FIELD
EQPT	EQUIPMENT	MTL	METAL	VIN	VINYL
EW	EACH WAY	MULL	MULLION	VT	VINYL TILE
EWG	ELECTRIC WATER COOLER	MWK	MULLWORK	VWC	VINYL WALL COVERING
EXIST	EXISTING				
EXP	EXPANSION	N	NORTH	W	WIDTH
EXT	EXTERIOR	NIC	NOT IN CONTRACT	W/	WITH
		NO, #	NUMBER	W/O	WITHOUT
FAAP	FIRE ALARM ANNUNCIATOR PANEL	NR	NOISE REDUCTION	WB	WOOD BASE
FACP	FIRE ALAM CONTROL PANEL	NRC	NOISE REDUCTION COEFFICIENT	WC	WATER CLOSET
FBO	FURNISHED BY OTHERS	NTS	NOT TO SCALE	WD	WOOD
FDC	FIRE DEPARTMENT CONNECTION			WGT	WEIGHT
FE	FIRE EXTINGUISHER			WIN	WINDOW
FEC	FIRE EXTINGUISHER CABINET			WM	WALK-OFF MAT/ FLOORING
FF	FINISH FLOOR			WTW	WALL TO WALL
FIN	FINISH(ED)				
FLR	FLOOR(ING)				

SHEET INDEX

SHEET NUMBER	SHEET NAME
00 COVER SHEET	
CS	COVER SHEET
01 GENERAL/LIFE SAFETY	
G002	BUILDING CODE SUMMARY
G111	LIFE SAFETY PLAN - LEVEL 01
04 ARCHITECTURE	
AD111	DEMOLITION FLOOR PLAN & RCP
A111	FLOOR AND CEILING PLAN
A451	INTERIOR ELEVATIONS & MILLWORK DETAILS
A811	FINISH PLAN AND FINISH SCHEDULE
09 - MECHANICAL	
M001	MECHANICAL GENERAL NOTES & LEGEND
M111	MECHANICAL DUCTWORK PLAN
M501	MECHANICAL DETAILS
10 - ELECTRICAL	
E000	ELECTRICAL COVERSHEET
E001	ELECTRICAL SPECIFICATIONS
E110	OVERALL PLAN - LEVEL 01
E111	POWER PLAN - LEVEL 01
E121	LIGHTING PLAN - LEVEL 01
E500	ELECTRICAL DETAILS
E700	PARTIAL RISER DIAGRAM AND PANEL SCHEDULE
11 - FIRE ALARM	
FA111	FIRE ALARM PLAN - LEVEL 01
FA000	FIRE ALARM COVERSHEET

SHEET NUMBERING LEGEND

SHEET NUMBER STRUCTURE	DISCIPLINE DESIGNATORS	SHEET TYPE DESIGNATORS
A121B	DISCIPLINE DESIGNATOR SHEET TYPE DESIGNATOR SHEET SUB-TYPE DESIGNATOR SHEET SEQUENCE NUMBER / BUILDING LEVEL AREA / SEGMENT INDICATOR	CS COVER SHEET G GENERAL / LIFE SAFETY H HAZARDOUS MATERIALS V SURVEY / MAPPING B GEOTECHNICAL C CIVIL L LANDSCAPE A ARCHITECTURE I INTERIORS S STRUCTURAL P PLUMBING F FIRE PROTECTION M MECHANICAL E ELECTRICAL T TELECOM / DATA X OTHER DISCIPLINES
		0 GENERAL INFORMATION 1 PLANS 2 ELEVATIONS 3 SECTIONS 4 ENLARGEMENTS 5 DETAILS 6-9 (VARIES BY DISCIPLINE)

GENERAL NOTES

- WORK NOTED "BY OTHERS" OR "NIC" IS NOT IN CONTRACT.
- WORK OUTSIDE "AREA OF WORK" IS NOT IN CONTRACT, UNLESS OTHERWISE NOTED.
- EXTEND WALLS TO DECK ABOVE STOREFRONT SYSTEMS AND GLASS WALL PARTITIONS.
- WHERE NEW PARTITION ALIGNS WITH THE FACE OF AN EXISTING FURRED COLUMN OR PARTITION, REMOVE CORNER BEAD, TAPE, SPACKLE AND SAND JOINT BETWEEN NEW AND EXISTING GYPSUM BOARD.
- EXISTING WALL SURFACES AND PARTITIONS TO REMAIN SHALL BE PATCHED, SPACKLED AND SANDED SMOOTH SO AS NOT TO LEAVE ANY EVIDENCE OF DEMOLITION OR REPAIR WORK.
- PROVIDE FIRE EXTINGUISHER CABINETS, SMOKE DETECTORS AND ALL OTHER LIFE SAFETY DEVICES AS REQUIRED BY CODE. PROVIDE DRAWING SHOWING LOCATION OF DEVICES FOR REVIEW PRIOR TO FRAMING OF WALLS. DO NOT PLACE IN FIRE RATED PARTITIONS.
- PROVIDE OR REUSE HOT AND COLD WATER LINES, SOIL, VENT LINES AND PRESSURE AND SHUTOFF VALVES AS REQUIRED IN ACCORDANCE WITH LOCAL BUILDING AND PLUMBING CODES FOR PLUMBING FIXTURES.
- VERIFY DIMENSIONS AND FIELD CONDITIONS TO CONFIRM CONSTRUCTABILITY. ANY CONFLICTS OR OMISSIONS SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT FOR CLARIFICATION PRIOR TO THE PERFORMANCE OF WORK.
- COORDINATE AND PROVIDE BLOCKING IN PARTITIONS AND CEILING FOR MILLWORK, WALL AND CEILING ATTACHED ITEMS.
- DO NOT SCALE DRAWINGS. ALL PARTITION LOCATIONS, DIMENSIONS AND TYPES, DOOR AND WINDOW LOCATIONS SHALL BE AS SHOWN ON PARTITION PLAN. IN CASE OF CONFLICT, NOTIFY ARCHITECT. PARTITION PLAN SUPERSEDES OTHER PLANS.
- COORDINATE SCHEDULE FOR TELEPHONE, DATA, SECURITY AND AUDIO VISUAL INSTALLATIONS, WITH TENANT AND OWNER.
- PARTITIONS ARE DIMENSIONED FROM FINISH FACE TO FINISH FACE, UNLESS OTHERWISE NOTED. DIMENSIONS MARKED "CLEAR" SHALL BE MAINTAINED AND SHALL ALLOW FOR THICKNESS OF FINISHES.
- PARTITIONS AT BUILDING PERIMETER SHALL BE CENTERED ON CENTER LINE OF COLUMN OR WINDOW MULLION, UNLESS OTHERWISE NOTED.
- COLUMN CENTER LINES, OR GRID LINES, ARE SHOWN FOR DIMENSIONING. VERIFY EXACT LOCATIONS IN FIELD.
- PROVIDE PARTITION TYPE WITH THE HIGHEST UL AND/OR ACOUSTICAL PERFORMANCE RATING WHERE MORE THAN ONE PARTITION TYPE IS INDICATED.
- ALIGN FINISHES ON EXPOSED SIDE OF PARTITION AND FURR CONCEALED SIDE OF PARTITION AS REQUIRED TO PROVIDE FLUSH INSTALLATION WHERE ADJACENT PARTITION TYPES DIFFER IN OVERALL THICKNESS.
- PROVIDE GLASS/MAT WATER RESISTANT GYPSUM WALL BOARD FOR INTERIOR PARTITIONS IN A TOILET ROOM, JANITOR'S CLOSET AND LOCATIONS TO RECEIVE TILE.
- CROSS BRACE CHASE PARTITIONS FROM STUD TO STUD AT 4'-0" O.C. VERTICAL. MINIMUM AND PER MANUFACTURER'S RECOMMENDATIONS.
- PROVIDE SOUND BATT INSULATION FULL HEIGHT OF PARTITIONS AROUND PERIMETER OF TOILET ROOMS, MECHANICAL ROOMS, MECHANICAL SHAFTS, PLUMBING CHASES AND ABOVE SCHEDULED CEILINGS WHERE PARTITIONS DO NOT EXTEND TO UNDERSIDE OF DECK ABOVE.
- PROVIDE ACOUSTICAL CAULKING AROUND PERIMETER EDGES AND PENETRATIONS AT SOUND INSULATED WALLS. OFFSET ELECTRICAL AND TELEPHONE OUTLETS 16" MINIMUM IN SEPARATE STUD CAVITIES.
- OFFSET ELECTRICAL AND TELEPHONE OUTLETS 16" MINIMUM IN SEPARATE STUD CAVITIES.
- MATERIALS USED IN UL RATED PARTITIONS SHALL CONFORM TO REFERENCED STANDARDS.
- STENCIL BOTH SIDES OF UL RATED PARTITIONS ABOVE SCHEDULED CEILING WITH REQUIRED PROTECTION TEXT.
- FIRE STOP PENETRATIONS IN UL RATED PARTITIONS TO MAINTAIN ACHIEVE LEVEL OF PROTECTION REQUIRED FOR PARTITION TYPE. FIRE STOP ALONG PERIMETER OF RATED PARTITIONS WHERE VOIDS OCCUR.

OWNER

Fayetteville Public Works
Commission
955 Old Wilmington Rd
Fayetteville, NC 28301
(910) 223-4333
Jonathan Butler

ARCHITECT

Little Diversified
Architectural Consulting
410 Blackwell Street, Suite 10
Durham, NC 27701
(919) 474-2500
Jackie Tomlin

MECHANICAL

Little Diversified
Architectural Consulting
410 Blackwell Street, Suite 10
Durham, NC 27701
(919) 474-2500
Max Ammons

ELECTRICAL

Little Diversified
Architectural Consulting
410 Blackwell Street, Suite 10
Durham, NC 27701
(919) 474-2500
Herb Bendillo

LITTLE
DIVERSIFIED ARCHITECTURAL CONSULTING

410 Blackwell Street, Suite 10
Durham, NC 27701
(919) 474-2500

www.littleonline.com

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05.22.2026

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REVISIONS
NO. REASON DATE

PROJECT TEAM

PRINCIPAL IN CHARGE
JACKIE TOMLIN

PROJECT MANAGER
MELISSA FORSBERG

DESIGN TEAM
LITTLE, SM

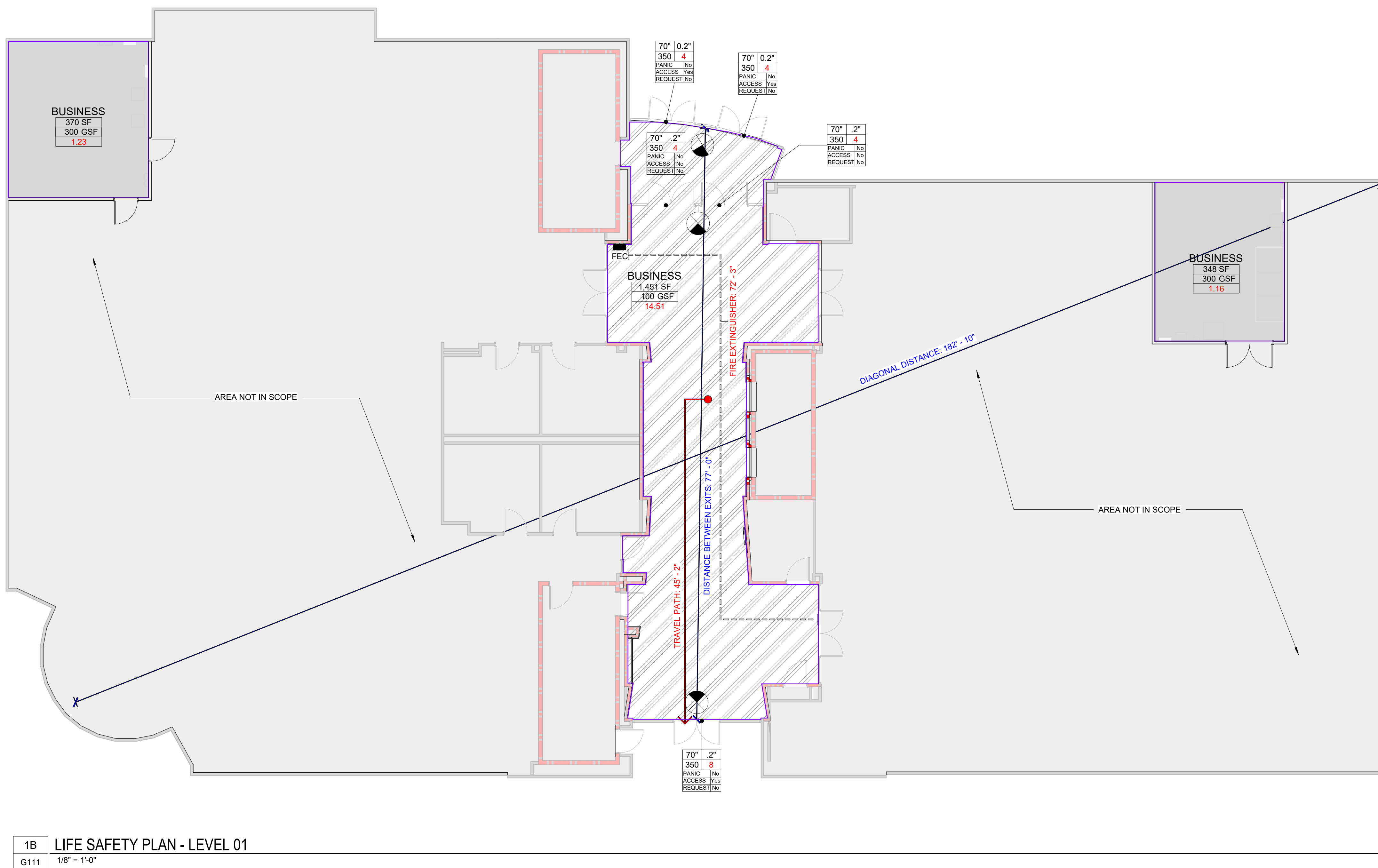
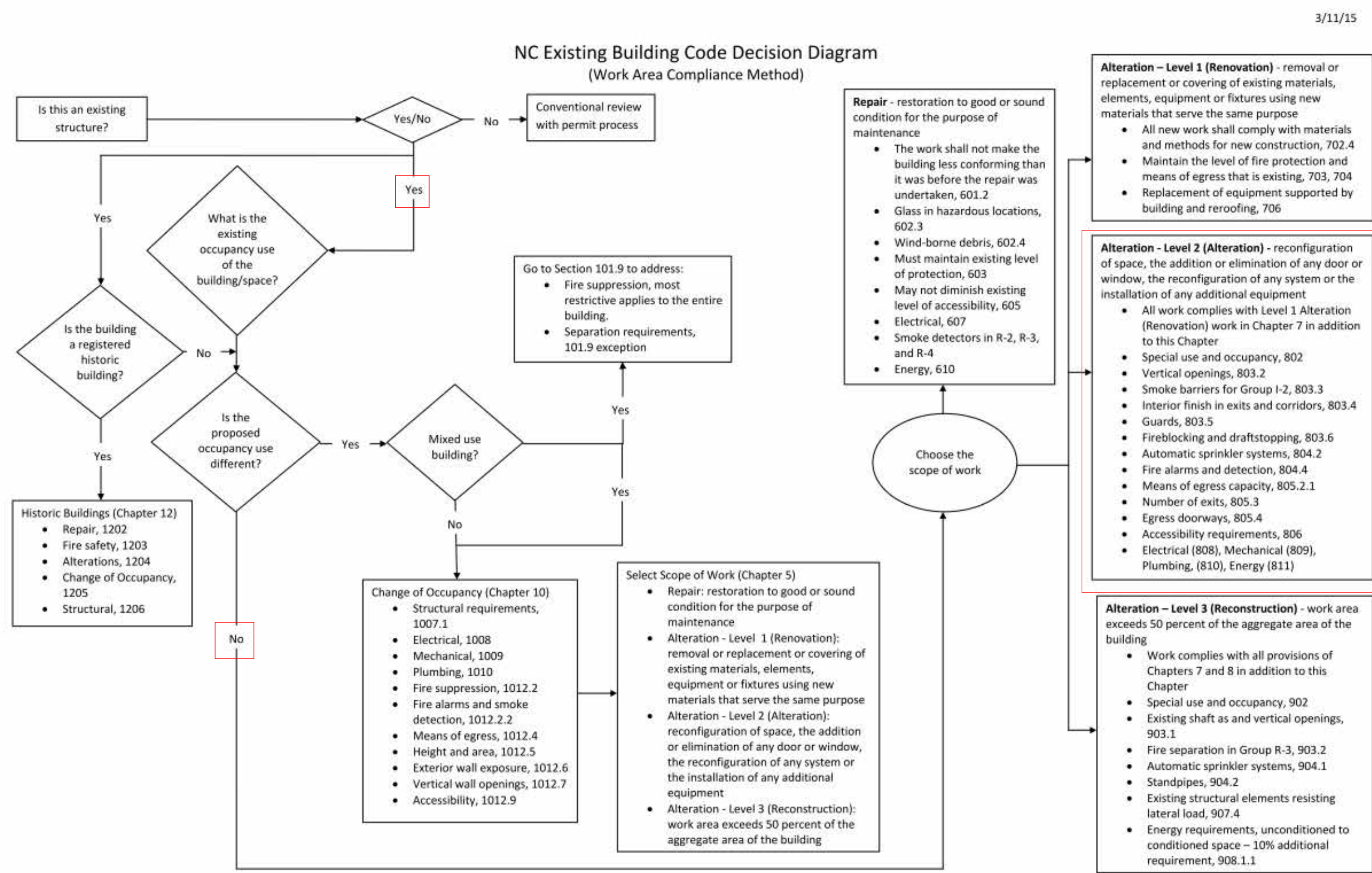
RC WILLIAMS BUILDING
LOBBY

201 HAY STREET
FAYETTEVILLE, NC 28301

PROJECT NO.
5612301900

SHEET TITLE
COVER SHEET

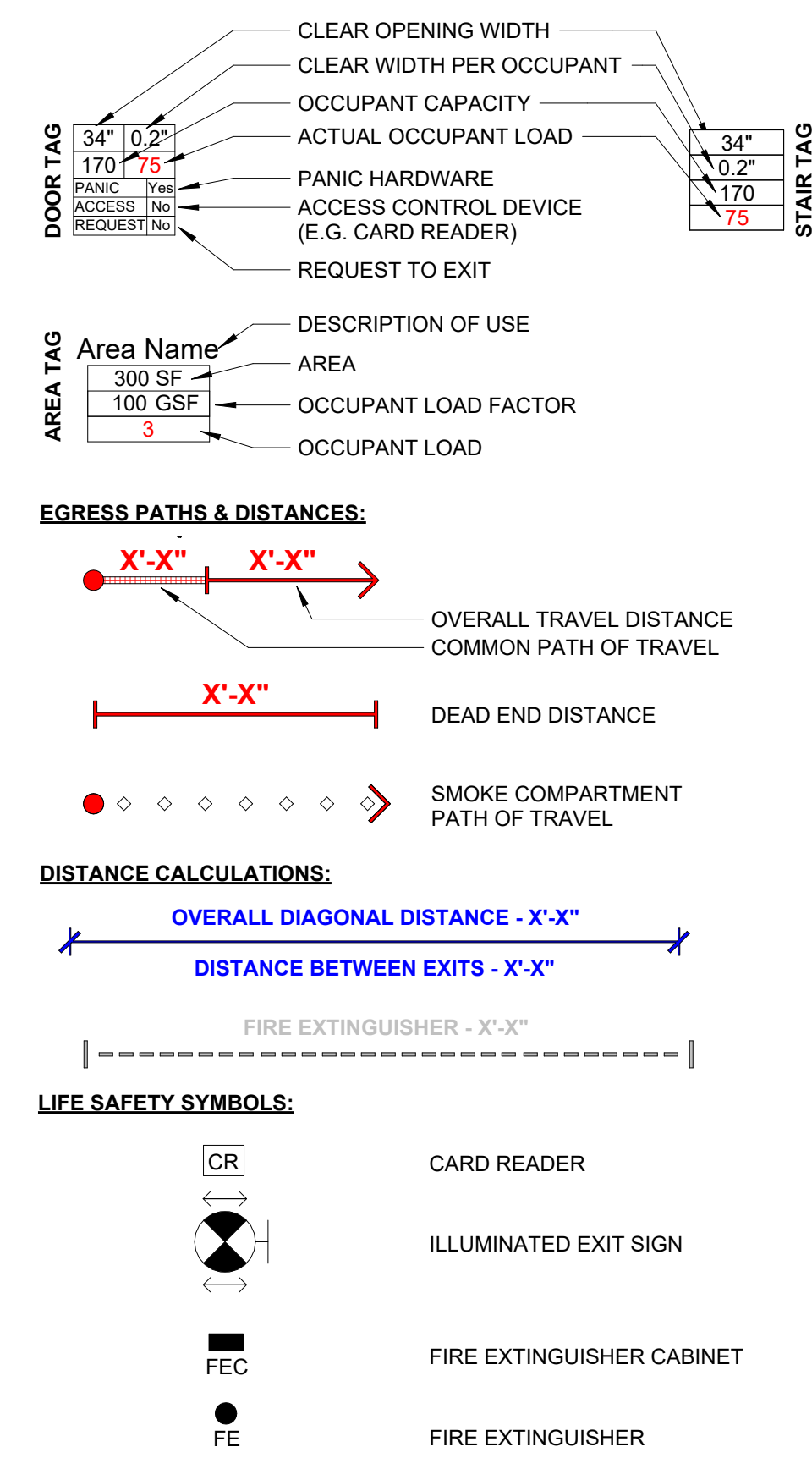
SHEET NUMBER
CS



OCCUPANT LOAD & EGRESS

OCCUPANT LOAD - LOBBY				
DESCRIPTION	FUNCTION (USE) OF SPACE	AREA	LOAD FACTOR	OCCUPANT LOAD
B.				
BUSINESS	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM (GROSS)	718 SF	300 SF	2.39
BUSINESS	BUSINESS AREA (GROSS 1,100)	1,451 SF	100 SF	14.51
TOTALS:		2,170 SF		16.91

LEGEND - LIFE SAFETY



RATED PARTITION LEGEND

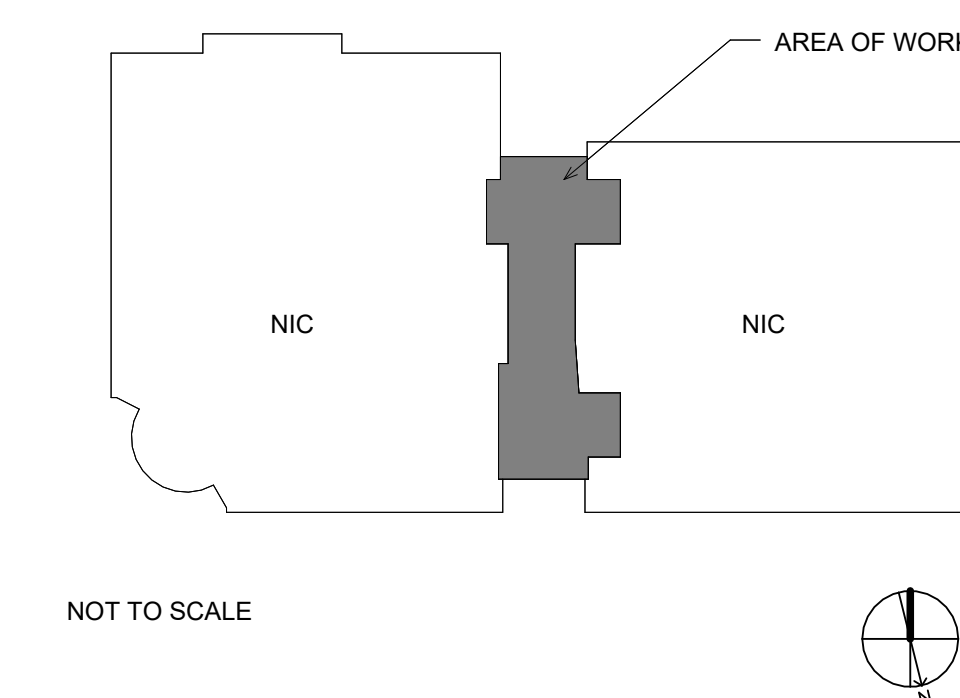
FIRE BARRIERS

3-HR FIRE BARRIER
2-HR FIRE BARRIER
1-HR FIRE BARRIER

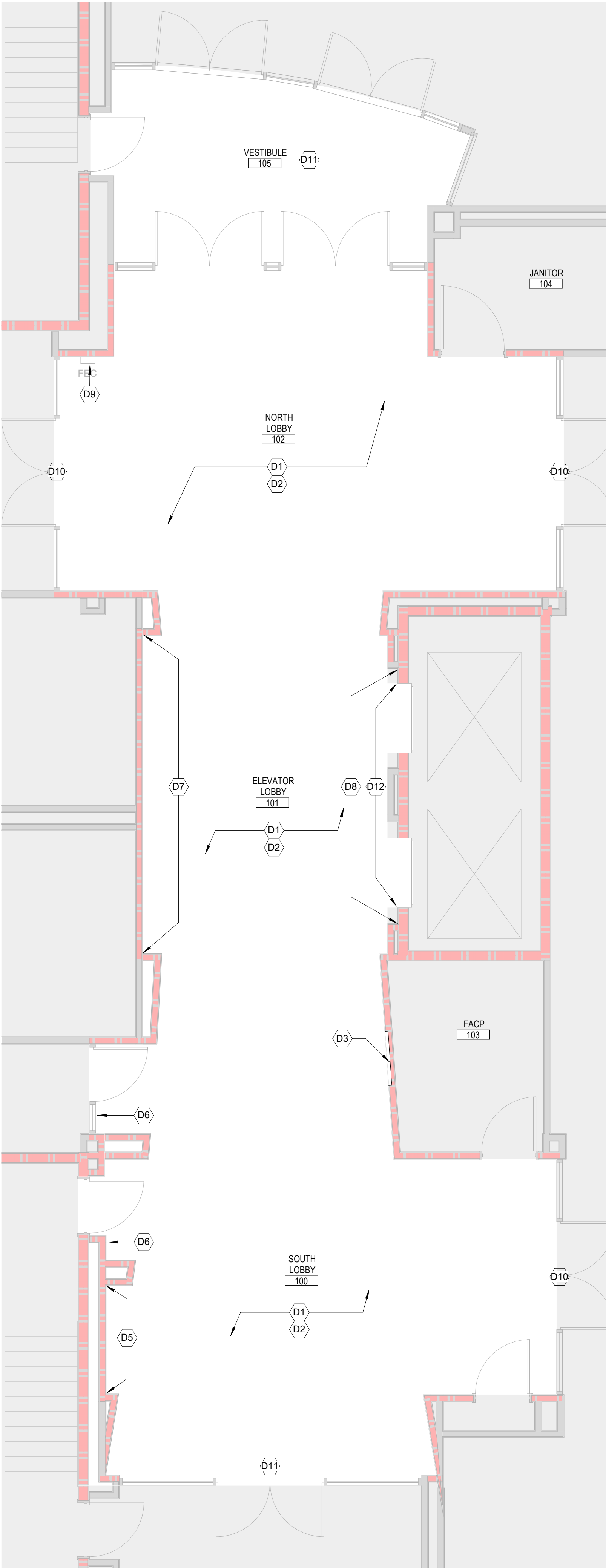
FUNCTION (USE) OF SPACE LEGEND

 ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM (GROSS)
 BUSINESS AREA (GROSS 1:100)

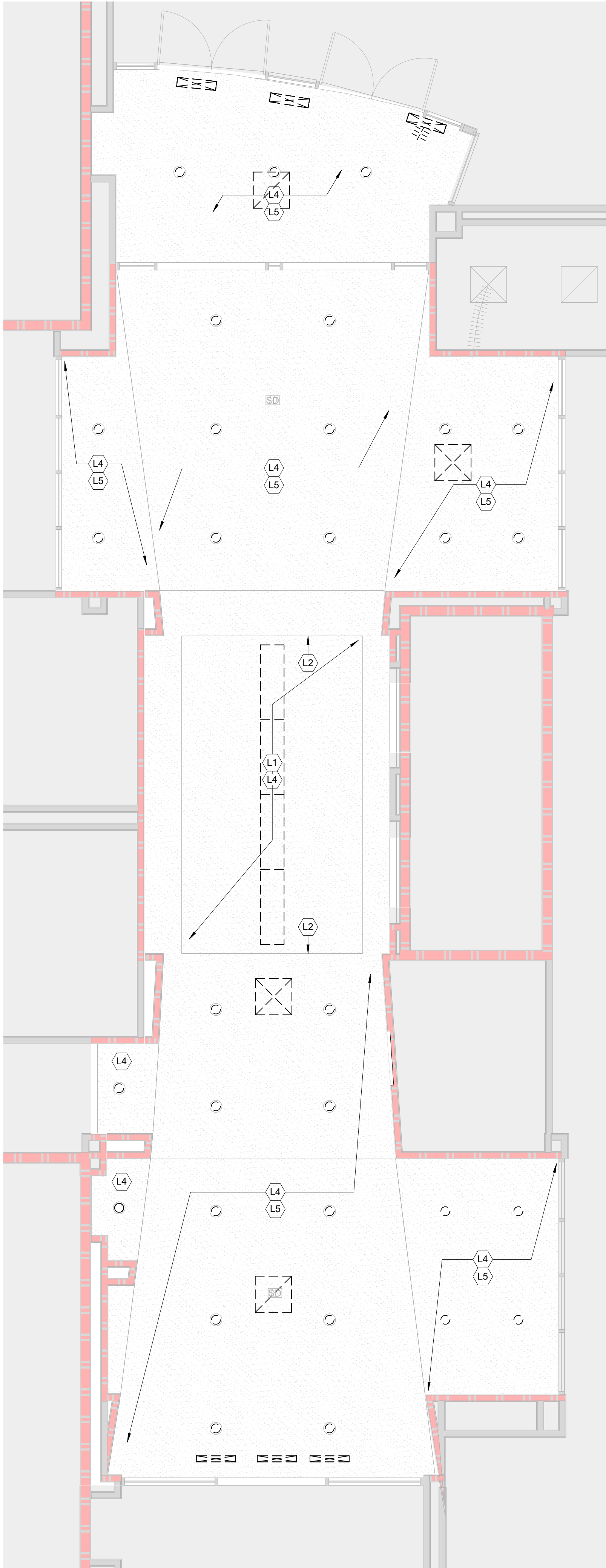
KEY PLAN



F
E
D
C
B
A



1A EXISTING PLAN - LEVEL 01 LOBBY
AD111 1/4" = 1'-0"



3A DEMO REFLECTED CEILING PLAN - LEVEL 01 LOBBY
AD111 1/4" = 1'-0"

KEYED NOTES - DEMO FLOOR PLAN

- D1 REMOVE EXISTING NATURAL STONE CLADDING, METAL REVEALS AND BASE FROM WALLS; PREP AND PREPARE FOR NEW FINISHES
- D2 DEMO EXISTING TILE FLOORING. PATCH AND PREPARE SUB FLOOR TO RECEIVE NEW TILE
- D3 REMOVE EXISTING BUILDING DIRECTORY
- D5 DEMO AND REMOVE EXISTING SHELF, SUPPORTS AND ACOUSTIC WALL TREATMENT. REMOVE AND SALVAGE HISTORIC PLAQUE FOR REUSE
- D6 DEMO EXISTING ACOUSTIC WALL TREATMENT WITHIN THIS AREA
- D7 DEMO EXISTING LAMINATE PANELS AND METAL REVEALS
- D8 DEMO EXISTING NATURAL STONE FROM ELEVATOR FACADE; MAINTAIN ELEVATOR DEVICES AND SIGNAGE FOR REUSE
- D9 REMOVE AND SALVAGE FEC FOR REUSE
- D10 REMOVE EXISTING METAL KICKPLATE FROM BOTTOM OF DOOR
- D11 PROTECT AND PRESERVE EXISTING ALUMINUM WALK-OFF MAT SYSTEM
- D12 SALVAGE AND REUSE ELEVATOR CALL BUTTON AND INDICATORS.

KEYED NOTES - DEMO RCP

- L1 REMOVE EXISTING METAL MESH SCREEN AND LIGHT ASSEMBLY
- L2 DEMO AND PATCH CURVED GYP BUMP OUT.
- L4 REMOVE EXISTING RECESSED CAN LIGHTING. PATCH AND PAINT CEILING TO RECEIVE NEW DEVICES.
- L5 REMOVE EXISTING MECHANICAL GRILLES. PATCH AND PAINT CEILING TO RECEIVE NEW DIFFUSERS AND GRILLES.

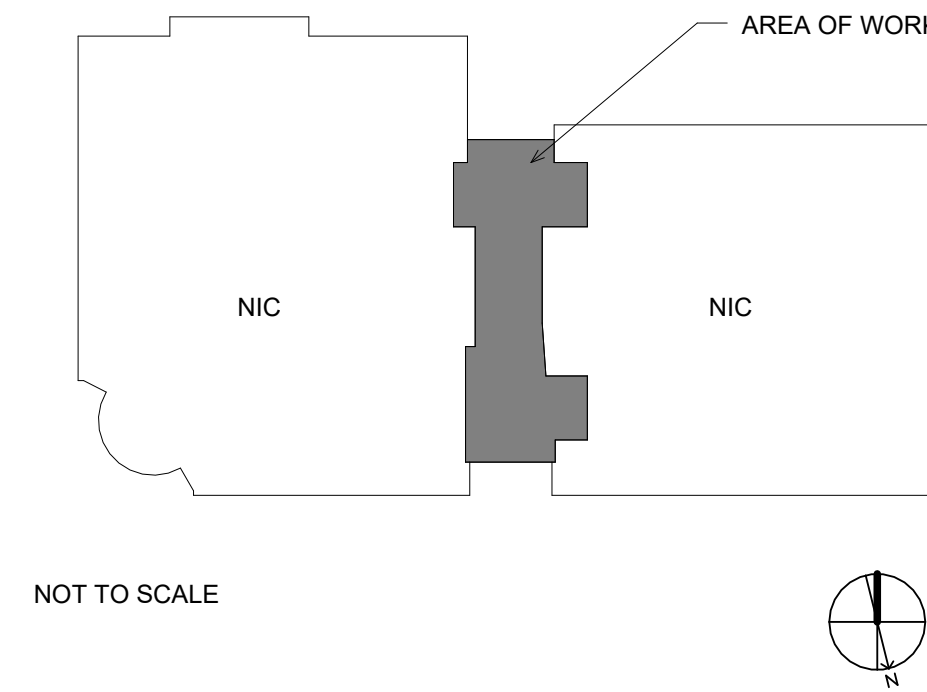
GENERAL DEMOLITION NOTES

- A. VERIFY EXISTING JOB SITE CONDITIONS. REPORT ANY DISCREPANCIES TO ARCHITECT IMMEDIATELY UPON DISCOVERY OF ANY FIELD CONDITION IN CONFLICT WITH NEW WORK.
- B. WHERE WALLS OR PARTITIONS ARE INDICATED TO BE REMOVED, DEMOLISH THE ENTIRE WALL OR PARTITION WITH ASSOCIATED WORK, INCLUDING DOORS AND FRAMES, FINISHES, MOUNTED ITEMS, AS WELL AS DUCTS, PIPING, CONDUITS AND OTHER ELEMENTS IN OR ON THEM WHICH MAY OR MAY NOT BE SPECIFICALLY IDENTIFIED, UNLESS OTHERWISE NOTED.
- C. WHERE DEMOLITION OCCURS, REPAIR AND PATCH WALLS, PARTITIONS, FLOORS, AND CEILINGS THAT ARE EXISTING TO REMAIN TO MATCH EXISTING ADJACENT FINISH SURFACE. MAINTAIN CODE AND FIRE RATING REQUIREMENTS.
- D. PREPARE SUBSTRATES TO RECEIVE NEW FINISHES WHERE EXISTING FINISHES ARE REMOVED. WHERE FLOOR FINISHES ARE TO BE REMOVED, REMOVE FINISH LAYERS, ADHESIVES, GROUTS AND FASTENERS. SUBFLOORS SHALL BE THOROUGHLY CLEANED AND LEVELED FOR THE INSTALLATION OF NEW FLOOR FINISHES.
- E. PROVIDE REQUIRED MEANS OF EGRESS IN THE BUILDING AND ON SITE AT ALL TIMES AS WELL AS ACCESS TO ALL UTILITY CLOSETS AS REQUIRED. BUILDING FIRE ALARM, EMERGENCY LIGHTING, AND EXIT LIGHTS SHALL BE MAINTAINED AT ALL TIMES (BEFORE, DURING, AND AFTER DEMOLITION).
- F. PROVIDE DUST CONTROL BETWEEN CONSTRUCTION AREAS AND OCCUPIED AREAS AT ALL TIMES.
- G. DEBRIS REMOVAL IS TO BE CONDUCTED IN A MANNER NOT TO INTERFERE WITH OCCUPIED SPACES.
- H. ALL EXISTING STRUCTURAL ELEMENTS ARE TO REMAIN UNDISTURBED UNLESS NOTED OTHERWISE.
- I. PATCH AND REPAIR ANY DAMAGE TO FIRE PROOFING CAUSED BY DEMOLITION WORK.
- J. PATCH AND FIRESTOP FLOOR SLAB PENETRATIONS. PROVIDE APPROPRIATE FIRESTOPPING CLOSURE/SEALANT AT ABANDONED FLOOR CORES AND PENETRATIONS.
- K. EXISTING WALL AND CEILING SURFACES MAY CONCEAL OTHER WALLS AND CEILINGS. REMOVE ALL CONCEALED WALL AND CEILING SURFACES, AND MECHANICAL AND ELECTRICAL EQUIPMENT HIDDEN THEREIN.
- L. WHERE EXISTING CEILINGS ARE REMOVED, REMOVE ASSOCIATED WORK, INCLUDING BUT NOT LIMITED TO, LIGHTING, REGISTERS, ACCESS PANELS, AND FINISHES.
- M. PROPERLY DISPOSE OF ALL FLUORESCENT TUBES AND LIGHT BALLASTS.
- N. ALL SPARE BREAKERS AVAILABLE AFTER COMPLETION OF THE PROJECT SHALL BE SWITCHED TO THE "OFF" POSITION.
- O. PROVIDE NECESSARY COMPONENTS, PARTS AND ACCESSORIES REQUIRED TO RECONNECT RELOCATED FIRE ALARM DEVICES TO THE EXISTING BUILDING FIRE ALARM SYSTEM AS REQUIRED BY CODE AND TO PROVIDE PROPER FIRE ALARM SYSTEM OPERATION, INCLUDING SYNCHRONIZATION.
- P. PRIOR TO AND DURING DEMOLITION, ALL ELEMENTS REQUESTED BY OWNER TO BE SALVAGED SHALL BE REMOVED AND DELIVERED TO AN AREA DESIGNATED BY THE OWNER OR TO A SECURE STORAGE UNDER THE CONTRACTOR'S CONTROL.
- Q. PROVIDE PROTECTION FOR SALVAGED ITEMS AND ITEMS TO BE RELOCATED. ITEMS TO BE PROTECTED AND PRESERVED INTACT.
- R. COORDINATE REMOVAL OF EQUIPMENT IN ROOMS PRIOR TO THE START OF DEMOLITION.

DEMOLITION PLAN LEGEND

- EXISTING PARTITION TO REMAIN
- EXISTING PARTITION TO BE DEMOLISHED
- EXISTING DOOR TO REMAIN
- EXISTING DOOR TO BE DEMOLISHED
- EXISTING ELEMENTS TO BE DEMOLISHED
- EXISTING CEILING GRID TO REMAIN
- EXISTING CEILING GRID TO BE DEMOLISHED
- EXISTING WORK TO REMAIN (NOT IN SCOPE)
- NORTH ARROW

KEY PLAN



LITTLE

DIVERSIFIED ARCHITECTURAL CONSULTING

410 Blackwell Street, Suite 10

Durham, NC 27701

(919) 474-2200

www.littleonline.com

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DESIGN TEAM

LITTLE, SM

PROJECT NO.

5612301900

SHEET TITLE

DEMOLITION FLOOR PLAN & RCP

SHEET NUMBER

AD111

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DEMOLITION FLOOR PLAN & RCP

SHEET NUMBER

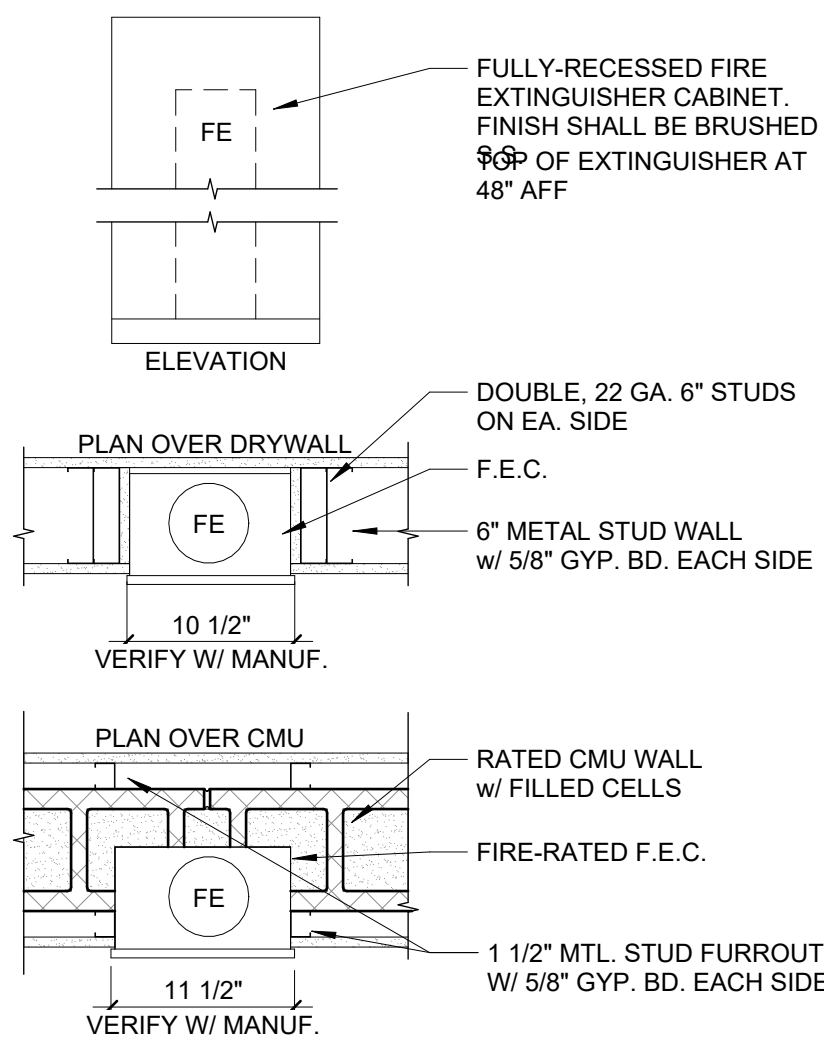
AD111



A111

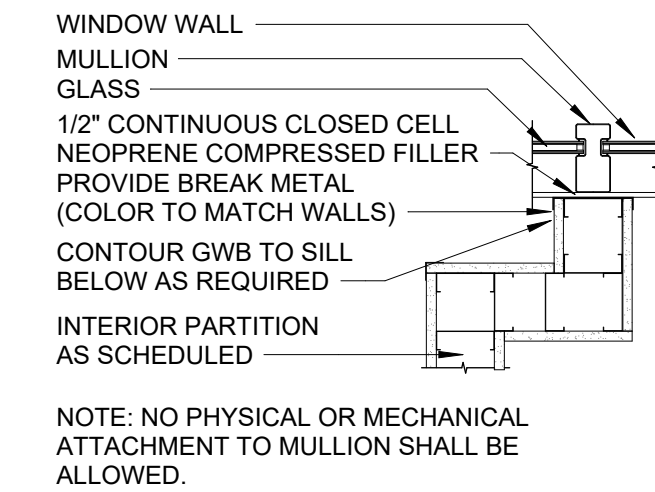
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FIRE EXTINGUISHER CABINET

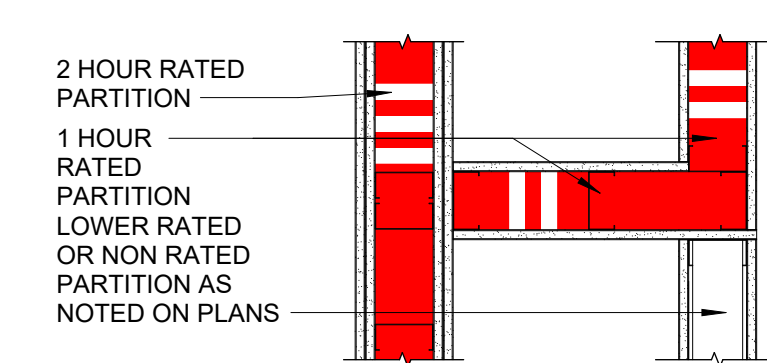


PARTITION HIERARCHY

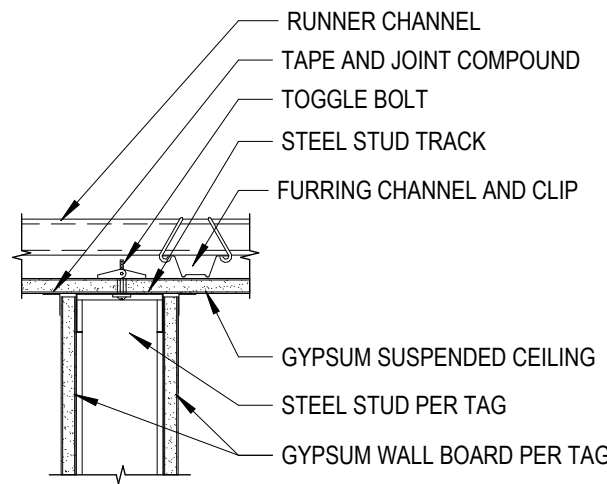
PARTITION TO MULLION



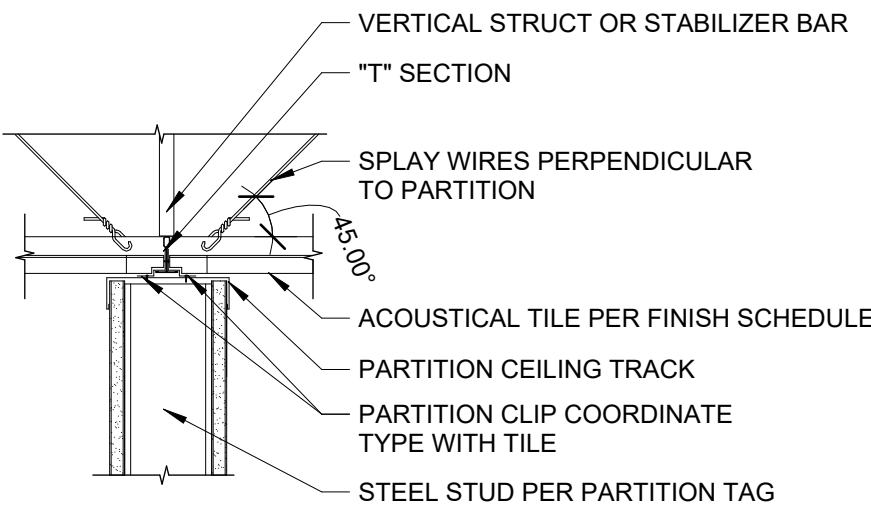
RATING HIERARCHY



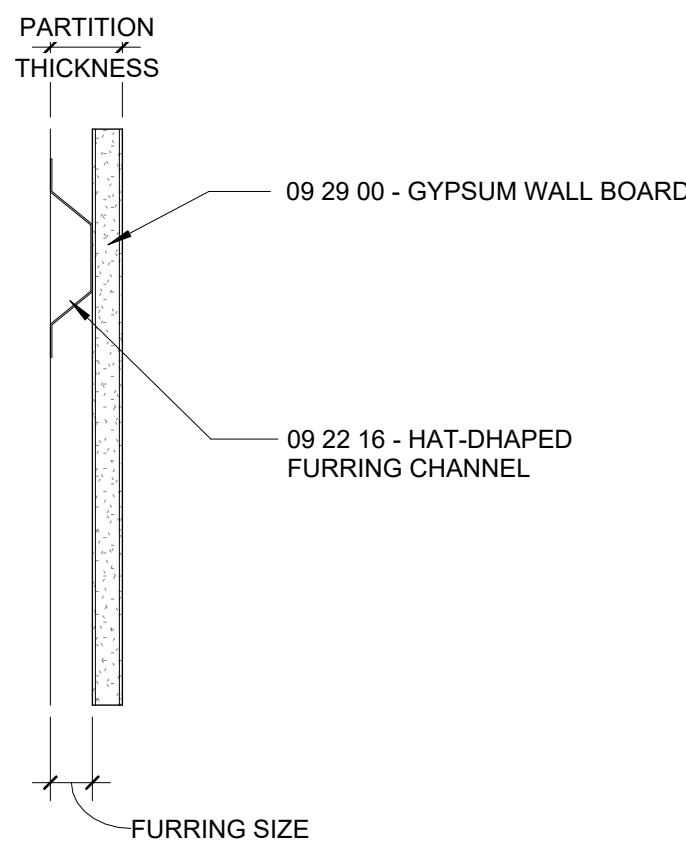
GWB HEAD CONDITIONS



HEAD - GWB - COND. C
1 1/2" = 1'-0"



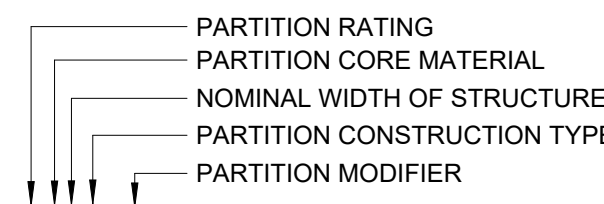
HEAD - GWB - COND. C (ACT)
1 1/2" = 1'-0"



0MxE			
DESCRIPTION	INTERIOR FURRING		
RATED ASSEMBLY	N/A	STC TEST	N/A
NOTES			

	FURRING SIZE	PARTITION THICKNESS	STC
0M1F	7/8"	1 1/2"	NA
0M2F	1 1/2"	2 1/8"	NA

PARTITION TAG KEY



PARTITION RATING:
0xxx NON-RATED
5xxx 30-MINUTE RATED
1xxx 1-HOUR RATED
2xxx 2-HOUR RATED
3xxx 3-HOUR RATED
4xxx 4-HOUR RATED

PARTITION CORE MATERIAL:
xCxx CONCRETE MASONRY UNIT OR CONCRETE
xMxx METAL STUD
xWxx WOOD

NOMINAL WIDTH OF STRUCTURE:
(SEE TYPES, THIS SHEET)

PARTITION TYPE:
(SEE TYPES, THIS SHEET)

PARTITION MODIFIER:
C CEMENT BOARD
G GROUT SOLID
I IMPACT RESISTANT GWB
M MOISTURE RESISTANT GWB
N NO SOUND ATTENUATION REQ'D
P HEIGHT - PARTIAL
(SEE ELEVATION / SECTION)
T HEIGHT - TERMINATE 6" ABOVE CEILING
U TERMINATE AT UNDERSIDE OF FINISHED CEILING

PARTITION HEIGHT:
EXTEND ALL WALLS TO DECK UNLESS NOTED OTHERWISE BY PARTITION MODIFIER

RATED WALL LEGEND

FIRE BARRIERS



LIMITING HEIGHTS - STEEL STUDS

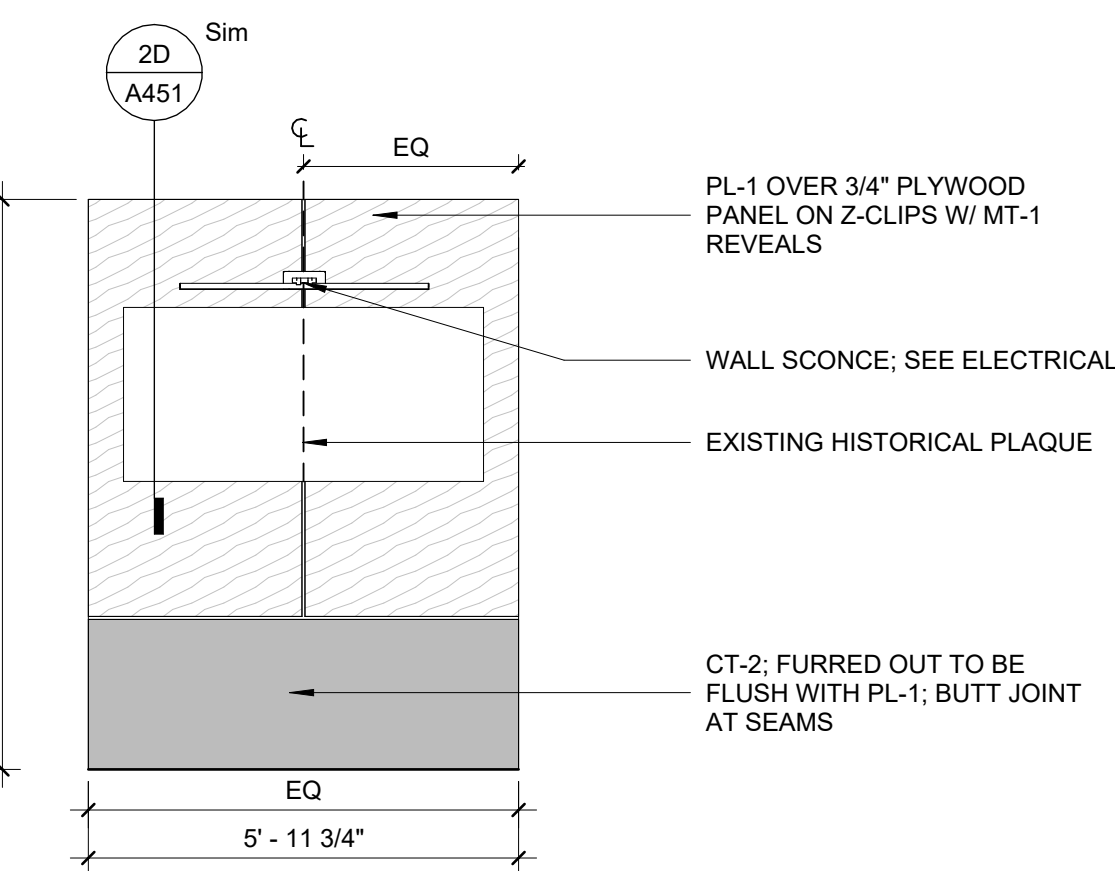
WALL HEIGHT	DEFLECTION LIMIT OF L/240		DEFLECTION LIMIT OF L/360	
	WITHOUT SHELVING	WITH SHELVING	WITHOUT SHELVING	WITH SHELVING
<10'	362S125-18 16" O.C.	362S125-18 16" O.C.	362S125-18 16" O.C.	362S125-18 16" O.C.
<12'	362S125-18 16" O.C.	362S125-33 16" O.C.	362S125-18 16" O.C.	362S125-33 16" O.C.
<14'	362S125-18 16" O.C.	362S125-33 16" O.C.	362S125-33 16" O.C.	362S125-33 16" O.C.
<16'	362S125-33 16" O.C.	362S125-33 16" O.C.	362S125-54 16" O.C.	362S125-54 16" O.C.
<18'	362S125-43 16" O.C.	362S125-43 16" O.C.	600S125-33 16" O.C.	600S125-33 16" O.C.
<20'	362S125-68 16" O.C.	362S125-68 16" O.C.	600S125-33 16" O.C.	600S125-33 16" O.C.

- NOTES:**
- DESIGN LATERAL LOAD OF 5 PSF, AND NO VERTICAL LOAD (NON-LOAD-BEARING)
 - DEFLECTION LIMIT OF L/360 SHALL BE USED FOR BRITTLE WALL FINISHES, SUCH AS TILE, TERRAZO, AND PLASTER. DEFLECTION LIMIT OF L/240 MAY BE USED FOR ALL OTHER CONDITIONS.
 - "WITH SHELVING" DESIGN FOR 16" SHELVING UNIT. LOAD OF 73 POUNDS PER LINEAR FOOT INCLUDING CONTENTS, CENTERED 8" FROM FACE OF WALL, FOR ONE ROW OF SHELVING. ROUGHLY 4" A.F.F.

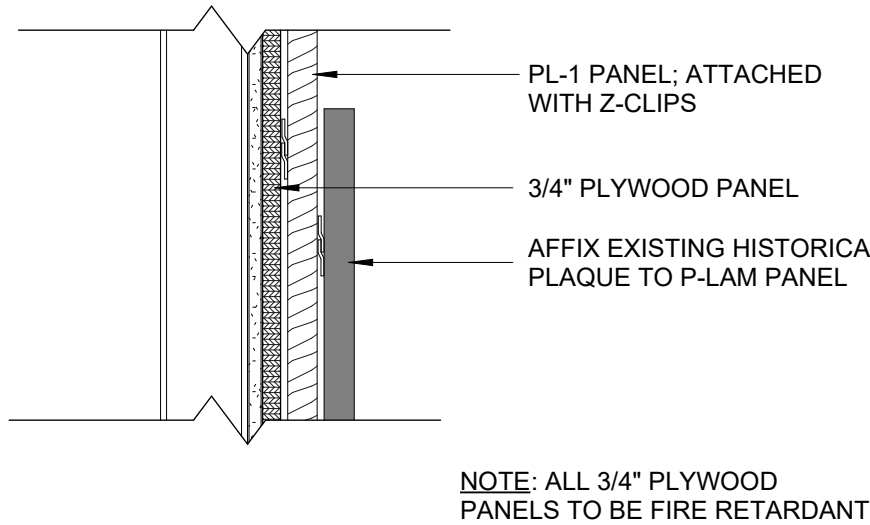
MEMBER WEB DEPTH
(6" = 600 x 1/100")
600 (S) (162) (54)

STYLE
S = STUD OR JOIST SECTION
T = TRACK SECTIONS
U = CHANNEL SECTIONS
F = FURRING CHANNEL SECTIONS

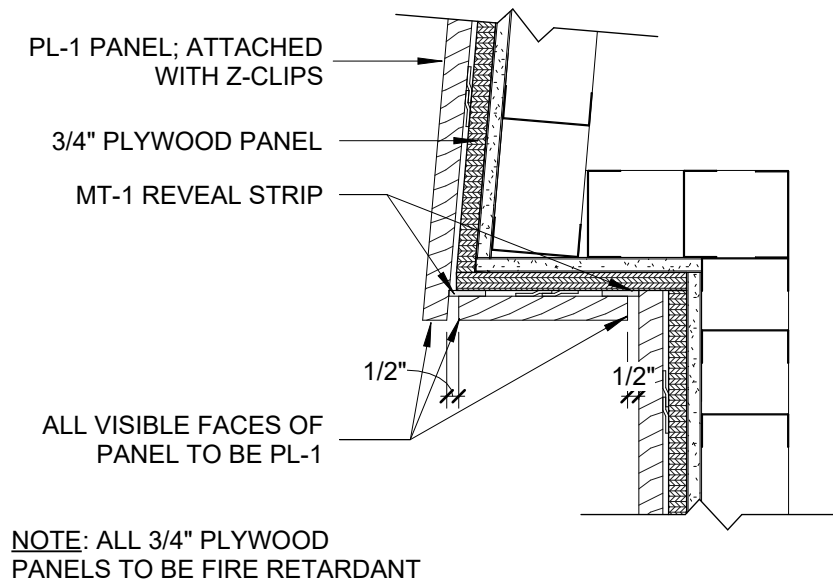
MIL THICKNESS
(.034" = 54 MILS; 1 MIL = 1/1000")
18 MIL = 25 GA
27 MIL = 22 GA
30 MIL = 20 GA (DRYWALL)
33 MIL = 20 GA (STRUCTURAL)
43 MIL = 18 GA
54 MIL = 16 GA
68 MIL = 14 GA



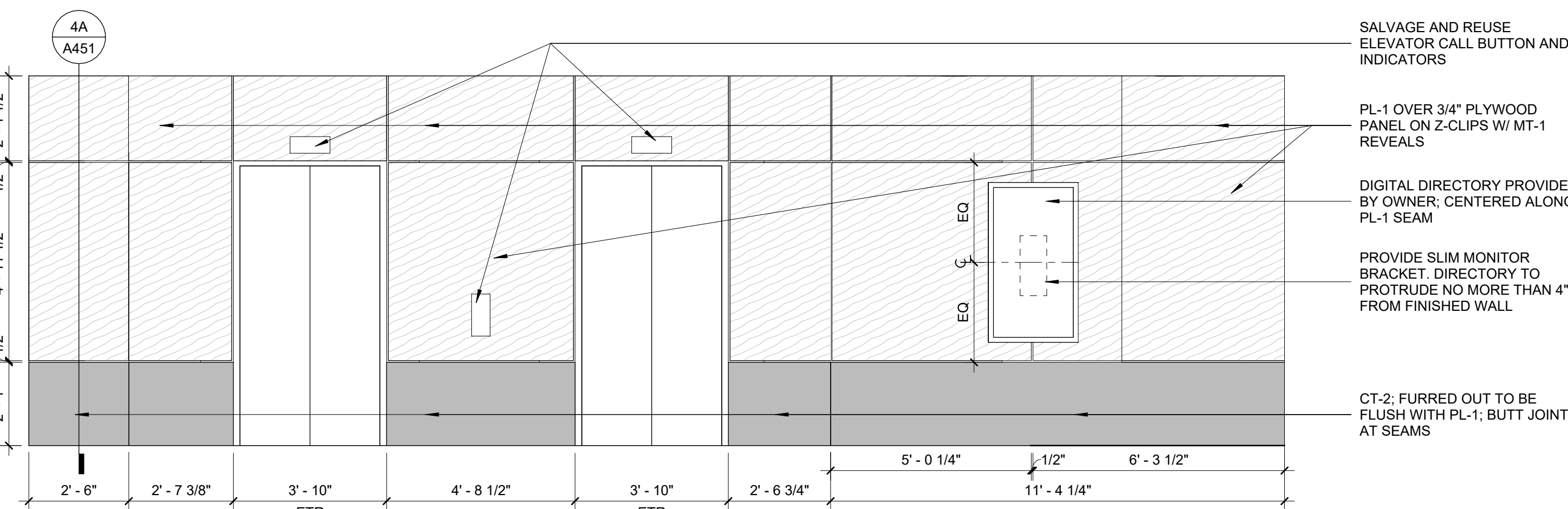
1D ELEVATION - PLAQUE DISPLAY
A451 3/8" = 1'-0"



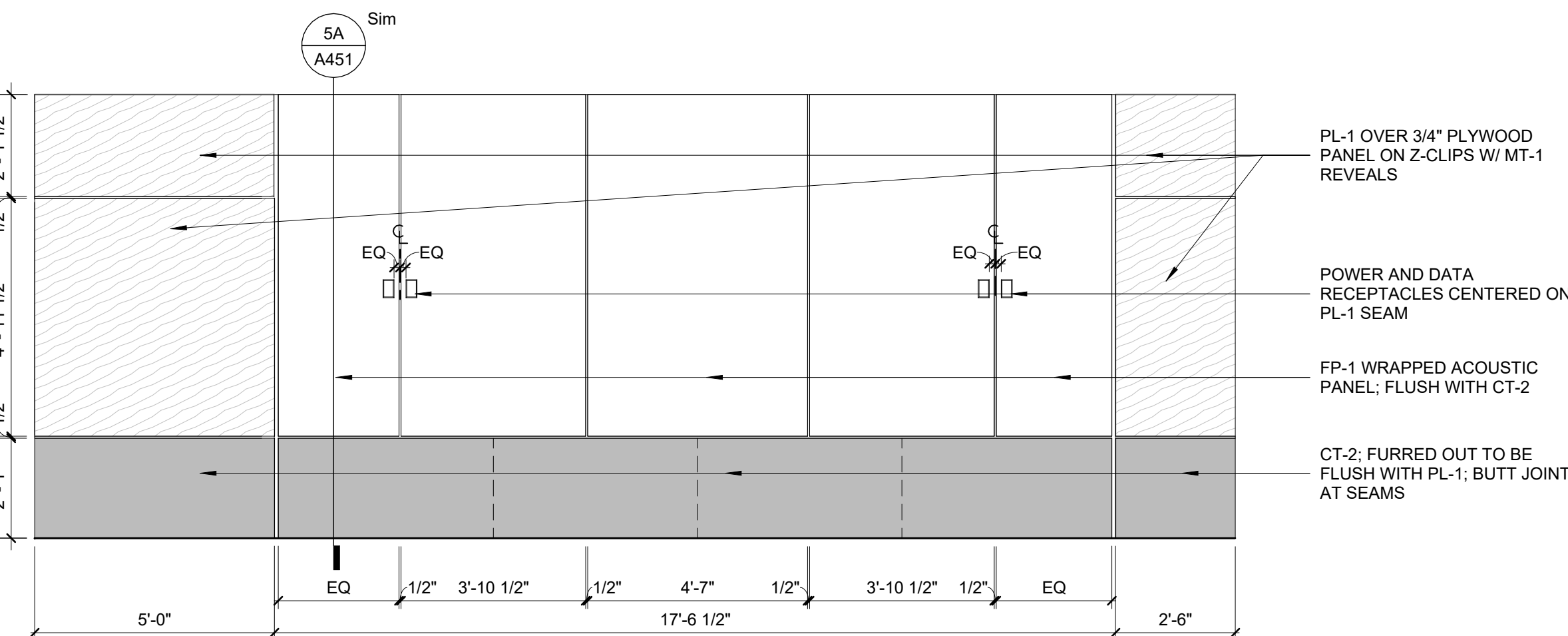
2D DETAIL - PLAQUE DISPLAY
A451 1 1/2" = 1'-0"



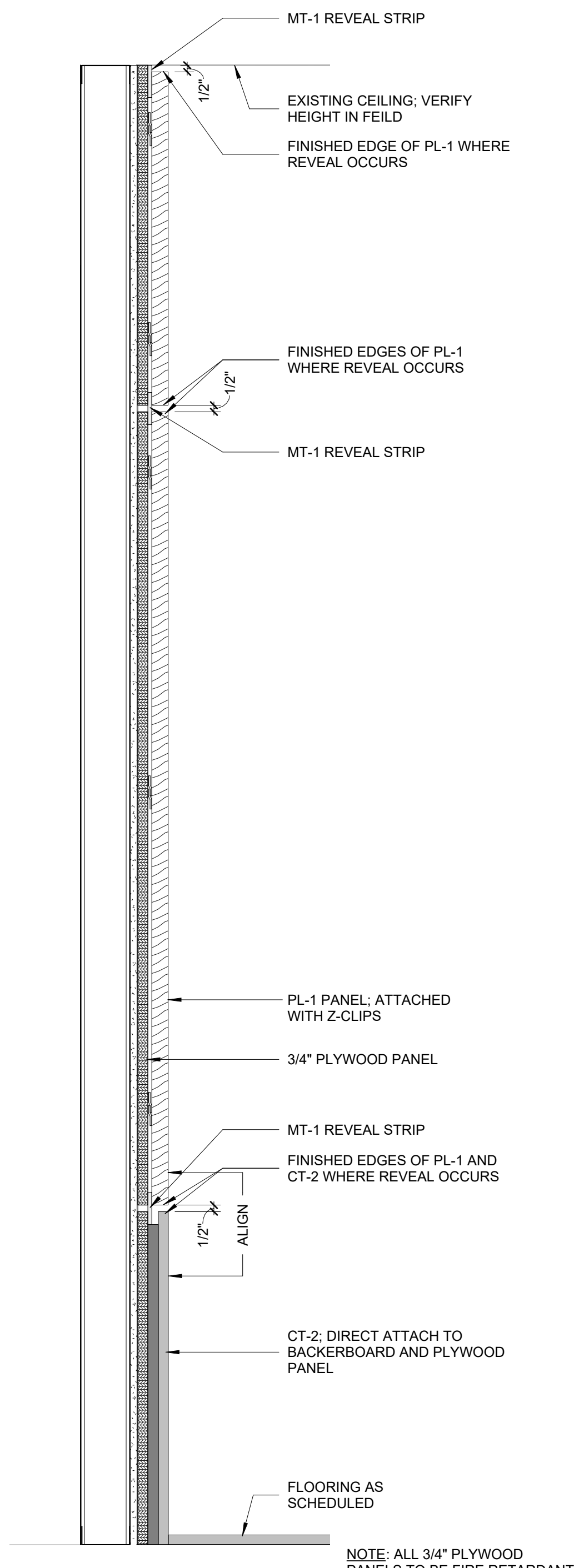
3D WRAPPED P-LAM CORNER
A451 1 1/2" = 1'-0"



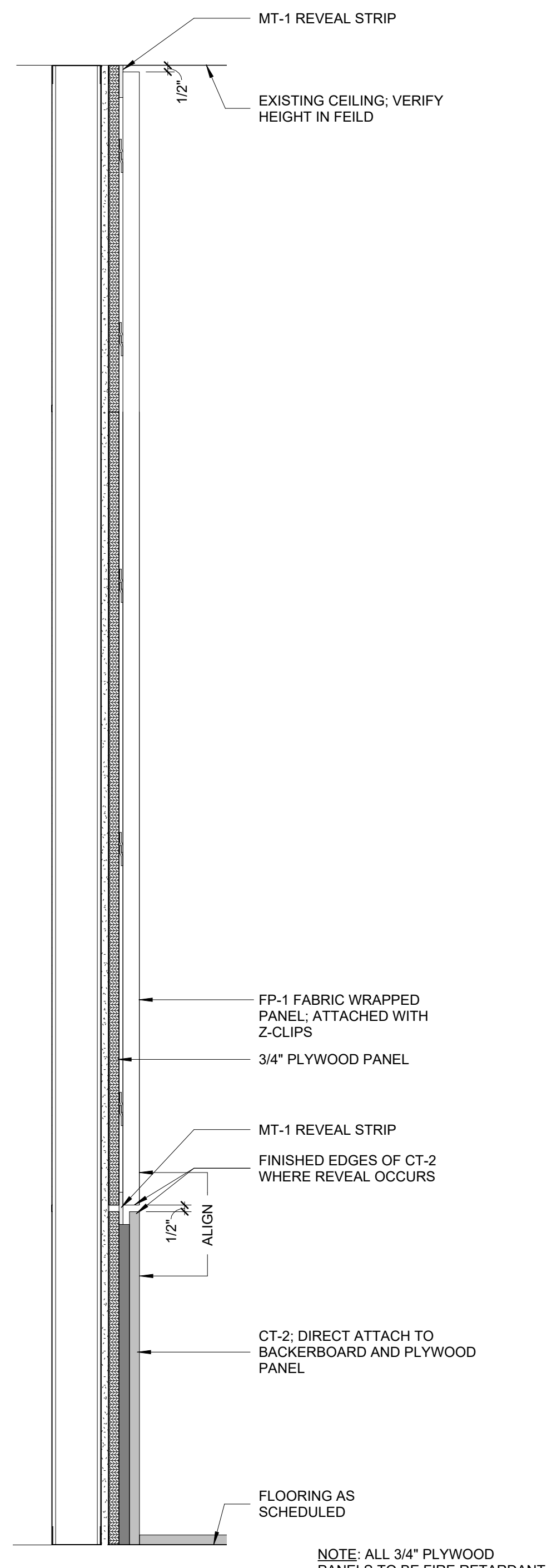
1B ELEVATION - ELEVATOR CABS
A451 3/8" = 1'-0"



1A ELEVATION - ELEVATOR LOBBY DISPLAY
A451 3/8" = 1'-0"



4A P-LAM ELEVATOR CAB WALL
A451 1 1/2" = 1'-0"



5A FABRIC WRAPPED ELEVATOR CAB WALL
A451 1 1/2" = 1'-0"

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410 Blackwell Street, Suite 10
Durham, NC 27701
(919) 474-2200

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PROJECT TEAM

PRINCIPAL IN CHARGE
JACKIE TOMLIN
PROJECT MANAGER
MELISSA FORSBERG
DESIGN TEAM
LITTLE, SM

RC WILLIAMS BUILDING LOBBY

201 HAY STREET
FAYETTEVILLE, NC 28301

PROJECT NO.
5612301900

SHEET TITLE
INTERIOR ELEVATIONS & MILLWORK DETAILS

SHEET NUMBER
A451

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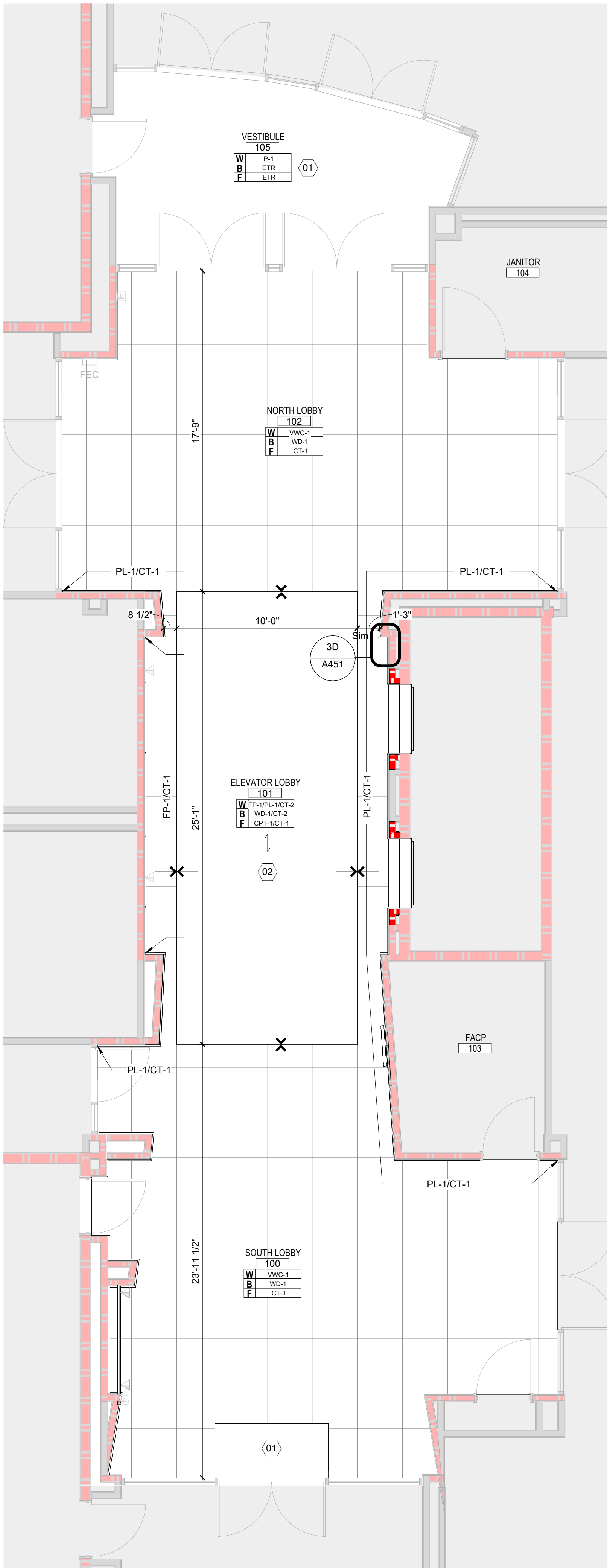
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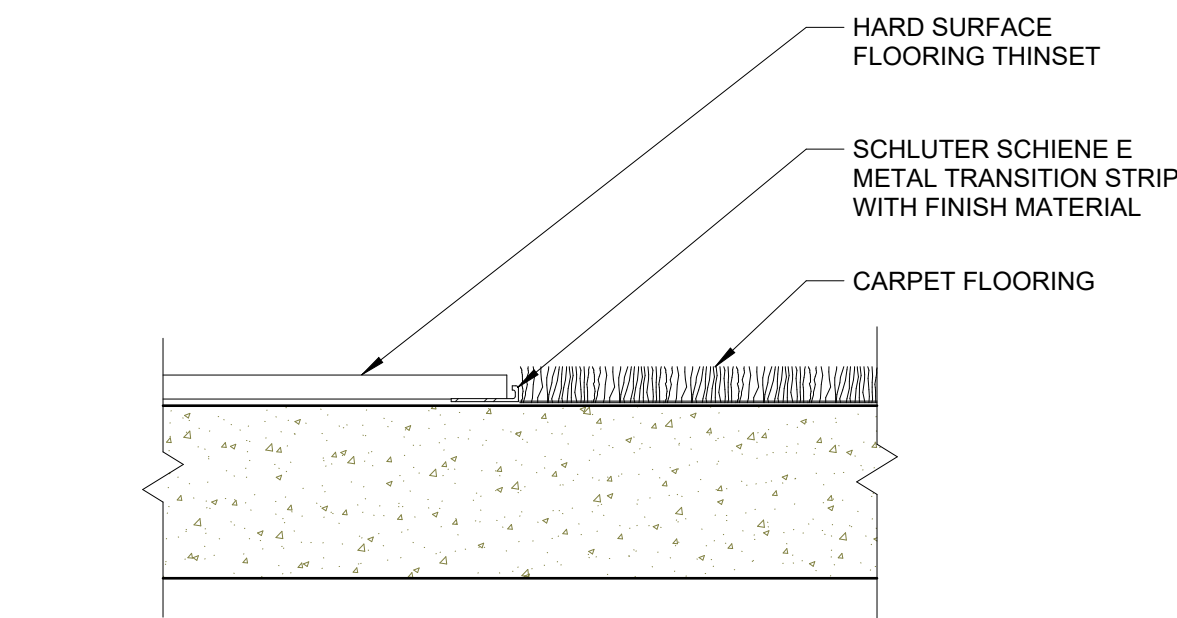
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1A FINISH PLAN - LEVEL 01
A811 1/4" = 1'-0"



3B FLOORING TRANSITION - CARPET TO HARD SURFACE - SCHLUTER
A811 6" = 1'-0"

FINISH MATERIAL SCHEDULE									
Tag	Description	Manufacturer	Style	Size	Finish Description		Install Notes	Location	Comments
					Product Number	Color			
WALL									
CT-2	PORCELAIN PANEL	STONE PEAK	PLANE 2.0	60"x120"x6MM		CALACATTA ORO - HONED	SEE ELEVATION FOR SIZES, GROUT COLOR: MAIPEI 5117 PURE WHITE		CONTACT NANCY PETERS, 919-986-6256, npeters@besttile.com
FP-1	FABRIC WRAPPED PANELS	NOVOWALL	1" THICK ACOUSTIC SYSTEM			FABRIC: DESIGNTEX, MACKINTOSH, FORGE 3025-104	SEE ELEVATION		
P-1	PAINT	SHERWIN WILLIAMS	EGGSHELL			CITY LOFT SW 7631		FIELD PAINT	
P-2	PAINT	SHERWIN WILLIAMS	FLAT			EXTRA WHITE SW 7006		GYP SOFFITS/CEILINGS	
P-4	PAINT	SHERWIN WILLIAMS	SEM-GLOSS			CITY LOFT SW 7631		HM FRAMES	
VWC-1	VINYL WALLCOVERING	MDC - GENON CONTRACT	TAILORED STRIPE		W2TS02	NEUTRAL WEFT			
BASE									
RB-1	RESILIENT BASE	TARKETT	STRAIGHT PROFILE	4" H		COLOR TBD			
WB-1	WOOD BASE		STRAIGHT PROFILE	4"x1"		PAINTED TO MATCH ADJACENT WALL			USE ON EXISTING BRICK WALLS AND WITH WF-1
FLOOR									
CPT-1	CARPET TILE	MOHAWK	CRAFTED EXPRESSIONS	12"x36"	GT459	BITTER CHERRY	BRICK ASHLAR	RUG INSERT	
CT-1	PORCELAIN PANEL	STONE PEAK	PLANE 2.0	30"x60"x6MM		CALACATTA ORO - HONED	STACKED INSTALL: GROUT COLOR: MAIPEI 5117 PURE WHITE		CONTACT NANCY PETERS, 919-986-6256, npeters@besttile.com
MILLWORK									
MT-1	DECORATIVE METAL	FORMICA	DECOMETAL	48"x96"		BRUSHED BRASS		REVEALS	
PL-1	PLASTIC LAMINATE	FORMICA		48"x96"	8844-WR	AGED ASH			

KEYED NOTES - FINISHES

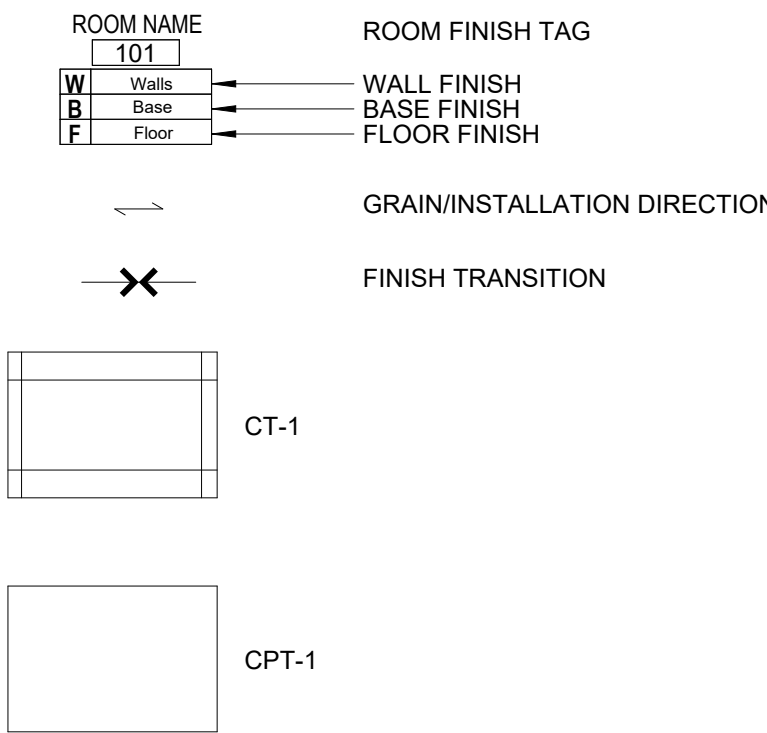
- 01 PROTECT AND PRESERVE EXISTING ALUMINUM WALK-OFF MAT SYSTEM
02 INSET AREA RUG WITHIN TILE FLOORING. PERIMETER TRIM TO BE RENO-AEU 100 SCHLUTER OR EQUAL.

FINISH ABBREVIATIONS

ACT	ACOUSTICAL PANEL CEILING
CPT	CARPET
CT	CERAMIC OR PORCELAIN TILE
GB	GLASS BOARD
GL	GLASS
LVT	LUXURY VINYL TILE
MB	MARKERBOARD
P	PAINT
PL	PLASTIC LAMINATE
QZ	QUARTZ SURFACE
RB	RUBBER BASE
SC	SEALED CONCRETE
SS	STAINLESS STEEL
VWC	WALLCOVERING
WB	WOOD BASE
WD	WOOD
WF	WOOD FLOORING
WT	WINDOW TREATMENT

SEE FINISH MATERIAL SCHEDULE FOR MORE INFORMATION
SEE ELEVATIONS FOR DESIGNATIONS MARKED WITH *

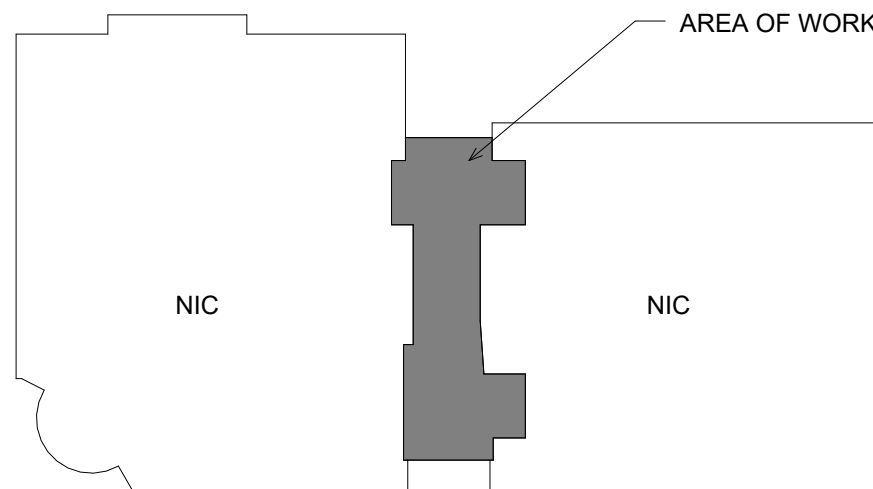
FINISH LEGEND



GENERAL FINISH NOTES

- A. ALL INTERIOR FINISHES SHALL COMPLY WITH TABLE 803.3 OF THE INTERNATIONAL FIRE CODE (IFC).
B. ALL DIMENSIONS ON THIS SHEET (ONLY) ARE FROM THE FACE OF PARTITIONS, U.N.O.
C. PROVIDE CRACK SUPPRESSION AT ALL CONCRETE CONTROL JOINTS, EXPANSION JOINTS AND AT LOCATIONS RECOMMENDED BY THE TILE COUNCIL OF NORTH AMERICA.
D. COLD AND CONTROL JOINTS SHOULD BE CRACK ISOLATED THREE TIMES THE WIDTH OF THE TILE. PROVIDE SOFT JOINTS ON EITHER SIDE. TRUE EXPANSION JOINTS SHOULD BE HONORED THROUGH THE TILE INSTALLATION AS REFERENCED BY THE TILE COUNCIL OF NORTH AMERICA. EJ171 MOVEMENT JOINT GUIDELINES FOR CERAMIC, GLASS AND STONE. USE SCHLUTER DILEX AKSN (ALUMINUM).
E. ALL FLOORING TRANSITIONS TO OCCUR AT CENTERLINE OF DOOR.
F. WHERE FLOORING TYPES CHANGE OR WHERE FLOORING MATERIAL STYLES CHANGE USE ADA COMPLIANT TRANSITION STRIPS, U.N.O.
G. FLOORING SHOULD BE INSTALLED UNIDIRECTIONALLY, UNO.
H. FEATHER FLOORING AS REQUIRED ENSURING A LEVEL ADA COMPLIANT TRANSITION BETWEEN MATERIALS OF VARYING THICKNESS.
I. VARIATIONS IN FLOOR LEVEL IN EXCESS OF 1/4" FOR EVERY 10'-0" SHALL BE LEVELED BY CONTRACTOR. LEVELING SHALL BE COMPLETED WITH FLOOR READY TO RECEIVE NEW FINISHES AS SPECIFIED. CONTRACTOR TO VERIFY SLAB CONDITION PRIOR TO BID SUBMISSION.
J. ALL CEILINGS TO BE PAINTED A FLAT FINISH, U.N.O.

KEY PLAN



NOT TO SCALE



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410 Blackwell Street, Suite 10

Durham, NC 27701

(919) 474-2200

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ARCHITECT

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ARCHITECT

05.22.2026

ISSUE FOR

PERMIT SET

ISSUE DATE

05.22.26

REVISIONS

NO. REASON DATE

PROJECT TEAM

PRINCIPAL IN CHARGE

JACKIE TOMLIN

PROJECT MANAGER

MELISSA FORSBERG

DESIGN TEAM

LITTLE SM

PROJECT NAME

RC WILLIAMS BUILDING LOBBY

201 HAY STREET

FAYETTEVILLE, NC 28301

PROJECT NO.

5612301900

SHEET TITLE

FINISH PLAN AND FINISH SCHEDULE

SHEET NUMBER

A811

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DUCT & PIPING NOTES

- RUN ALL CONCEALED HORIZONTAL PIPING AND DUCTWORK ABOVE CEILING. TIGHT TO STRUCTURE UNLESS OTHERWISE NOTED. RUN ALL EXPOSED PIPING AND DUCTWORK AS HIGH AS POSSIBLE UNLESS OTHERWISE NOTED.
- DUCTWORK SIZES ARE SHEET METAL DIMENSIONS. PROVIDE DUCT LINER ONLY WHERE INDICATED OR NOTED ON PLANS. PIPE SIZES ARE NOMINAL DIAMETERS.
- PROVIDE ESCUTCHEON PLATES WHERE DUCTS OR PIPES PENETRATE ASSEMBLIES IN FINISHED AREAS EXPOSED TO VIEW. ESCUTCHEONS FOR DUCTS SHALL BE CONSTRUCTED OF THE SAME MATERIAL AS DUCT. PIPE ESCUTCHEONS SHALL BE CHROME-PLATED BRASS. PIPE, CONDUIT AND DUCT OPENINGS THROUGH ASSEMBLIES AROUND MECHANICAL ROOMS SHALL BE PACKED WITH MINERAL WOOL AND SEALED.
- LOCATE ALL CONTROL DEVICES (TEMPERATURE, PRESSURE, AND FLOW MEASURING, ETC.) IN ACCESSIBLE LOCATIONS WITH STRAIGHT SECTION OF PIPE OR DUCT UPSTREAM AND DOWNSTREAM AS REQUIRED BY THE MANUFACTURER FOR GOOD ACCURACY.
- PENETRATIONS THROUGH RATED ASSEMBLIES (DUCTWORK, PIPING, ETC.) SHALL BE PROTECTED WITH A U.L. LISTED PENETRATION DETAIL. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN FIELD AND SUBMITTING A U.L. DETAIL FOR APPROVAL OF THE ARCHITECT AND ENGINEER OF RECORD.
- CONCEALED DUCTWORK SHALL BE INSULATED USING EXTERIOR DUCT WRAP INSULATION. WRAPPED INSULATION SHALL BE 2 INCH THICK GLASS FIBER FLEXIBLE DUCT INSULATION, 0.75 POUND DENSITY WITH U.L. APPROVED FSK JACKET. SECURE WITH ADHESIVE APPLIED DIRECTLY TO THE DUCT IN 4 INCH WIDE STRIPS AROUND THE DUCT ON 12 INCH CENTERS AND TAPE ALL JOINTS. WHERE REQUIRED, ACOUSTICAL DUCT LINING SHALL BE 1-1/2 INCH THICK RIGID DUCTBOARD AND SHALL COMPLY WITH FIRE CLASSIFICATION REQUIREMENTS OF NFPA 90A AND 90B. ADHERE LINER TO DUCT WITH FIRE RESISTANT ADHESIVE AND WELDED PIN TYPE MECHANICAL FASTENERS AS INDICATED IN SMACNA STANDARDS.
- EXPOSED ROUND AND FLAT OVAL DUCTWORK IN FINISHED SPACES SHALL BE DOUBLEWALL SPIRAL DUCT WITH 2" FIBERGLASS INSULATION BETWEEN THE DUCT WALLS. WHERE DOUBLE WALL DUCT REQUIRES SOUND ATTENUATION, A PERFORATED INTERIOR WALL SHALL BE USED.
- DUCTWORK ROUTED OUTSIDE THE BUILDING ENVELOPE SHALL BE INSULATED WITH 2" THICK RIGID FIBERGLASS DUCTBOARD WITH AN ALUMINUM JACKET AND ACOUSTICALLY LINED.
- FLEXIBLE DUCT LENGTH SHALL NOT EXCEED 5 FEET, AND SHALL ONLY BE INSTALLED IN CONCEALED SPACES.
- ACOUSTICAL LINING SHALL BE PROVIDED ON THE FIRST 15'-0" OF SUPPLY AND RETURN DUCT CONNECTED TO AIR HANDLING UNITS AND FAN POWERED TERMINAL BOXES.
- ALL DUCT PENETRATIONS OF WALLS SHALL BE MADE WITH RIGID METAL DUCTS. FLEXIBLE DUCT PENETRATIONS OF WALLS ARE NOT ACCEPTABLE.
- REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR EXACT LOCATION OF DIFFUSERS, REGISTERS, AND GRILLES. FINISH AND COLOR TO BE SELECTED FROM MANUFACTURER'S STANDARD PALETTE AND APPROVED BY ARCHITECT UNLESS OTHERWISE NOTED.
- ALL ELBOWS IN DUCTWORK SHALL BE RADIUS ELBOWS UNLESS OTHERWISE NOTED. WHERE SQUARE ELBOWS ARE SHOWN, OR WHERE FIELD CONDITIONS PREVENT USE OF RADIUS ELBOWS, INSTALL AIRFOIL TYPE TURNING VANES IN ACCORDANCE WITH SMACNA STANDARDS.
- PROVIDE LOCKING OPPOSED BLADE MANUAL VOLUME DAMPERS WHERE INDICATED ON THE DUCT PLANS, AT SUPPLY, RETURN, AND EXHAUST BRANCH DUCTS, AND IN EACH RUNOUT TO AIR TERMINALS, UNLESS DAMPER IS SPECIFIED AT TERMINAL. BRANCH DUCT DAMPERS SHALL BE AS CLOSE TO MAIN TRUNK DUCT AS POSSIBLE. VOLUME DAMPERS ABOVE INACCESSIBLE CEILINGS SHALL BE PROVIDED WITH REMOTE CABLE CONTROLS WITH ALL NECESSARY HARDWARE, TERMINATING 3" ACCESS PORT WITH FINAL LOCATION COORDINATED IN FIELD BY ARCHITECT.
- FIRE, SMOKE, AND FIRE-SMOKE DAMPERS SHALL BE INSTALLED IN COMPLETE ACCORDANCE WITH THE MANUFACTURER'S U.L. LISTING AND INSTALLATION INSTRUCTIONS. DAMPERS SHALL HAVE SPECIFIC U.L. LISTING FOR THE CONSTRUCTION IN WHICH THEY ARE INSTALLED. PROVIDE DYNAMIC FIRE DAMPERS WITH BLADES OUT OF THE AIRSTREAM. INSTALL DUCTS THROUGH FIRE AND SMOKE RATED ASSEMBLIES AND PARTITIONS TO LEAVE A MINIMUM OF 2 INCHES AROUND THE DUCT TO SEAL THE ASSEMBLY. DO NOT INSTALL FLEXIBLE DUCT THROUGH FIRE AND SMOKE RATED ASSEMBLIES AND PARTITIONS.
- DUCT MOUNTED SMOKE DETECTORS SHALL BE FURNISHED AND WIRED BY THE ELECTRICAL CONTRACTOR AND INSTALLED BY MECHANICAL CONTRACTOR.
- PROVIDE PIANO-HINGED DUCT ACCESS DOORS AT ALL DUCT ACCESSORIES (MOTOR OPERATED DAMPERS, FIRE DAMPERS, ETC.) REQUIRING MAINTENANCE AND SERVICE. AND WHERE REQUIRED FOR OPERATION, ADJUSTMENT, AND MAINTENANCE OF MECHANICAL EQUIPMENT. WHERE ACCESS DOORS ARE LOCATED ABOVE AN INACCESSIBLE CEILING, PROVIDE AN ACCESS DOOR IN THE CEILING. PROVIDE RATED ACCESS PANELS AS REQUIRED TO MAINTAIN ASSEMBLY RATING.
- BEFORE FABRICATING DUCTWORK, THE MECHANICAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE LOCATION AND SIZE WITH ALL OTHER TRADES.

GENERAL NOTES

- GENERAL NOTES ON THIS DRAWING ARE APPLICABLE TO EACH MECHANICAL DRAWING OF THIS SET. NOTES SPECIFIC TO INDIVIDUAL MECHANICAL DRAWINGS WILL BE SHOWN ON THE RESPECTIVE MECHANICAL DRAWING.
- THE CONTRACTOR SHALL PROVIDE A COMPLETE HVAC SYSTEM TO INCLUDE ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT FOR A COMPLETE AND FUNCTIONAL SYSTEM INCLUDING ALL NECESSARY APPURTENANCES CUSTOMARILY INCLUDED IF NOT SPECIFICALLY CALLED OUT. ALL WORK SHALL BE GUARANTEED IN WRITING AGAINST DEFECTIVE WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE YEAR FROM TURN OVER TO OWNER.
- ENTIRE INSTALLATION, INCLUDING MATERIALS, EQUIPMENT, AND WORKMANSHIP, SHALL CONFORM WITH ALL APPLICABLE LAWS, CODES, AND REGULATIONS OF MUNICIPAL, STATE AND FEDERAL AUTHORITIES.
- ALL WORK SHALL CONFORM TO APPLICABLE ASHRAE, NFPA, AND SMACNA STANDARDS AND OTHER REGULATORY BODIES HAVING JURISDICTION OVER THE CLASS OF WORK. ALL MATERIALS AND EQUIPMENT SHALL HAVE APPROPRIATE STAMPS/SEALS OF AHRI, ASME, U.L., AND ASTM.
- THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, LICENSES, DOCUMENTS, AND SERVICES RELATED TO INSTALLATION OF THE WORK. THE CONTRACTOR SHALL MAKE TESTS FOR ACCEPTANCE AND APPROVAL AS REQUIRED BY CODE AND THE REQUIREMENTS OF APPLICABLE REGULATORY AGENCIES. REQUIRED TESTS SHALL BE PERFORMED IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE UNLESS OTHERWISE WAIVED IN WRITING.
- THE MECHANICAL CONTRACTOR SHALL COORDINATE ALL MECHANICAL WORK WITH ALL OTHER TRADES IN ORDER TO RESOLVE ANY CONFLICT THAT MIGHT ARISE IN THE FIELD.
- EQUIPMENT OF DIFFERING CHARACTERISTICS MAY BE PROVIDED IF SUCH PROPOSED ALTERNATE EQUIPMENT IS SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD AND OWNER'S REPRESENTATIVE IN WRITING. THE MECHANICAL CONTRACTOR SHALL RESPONSIBLE FOR COORDINATING WITH ALL IMPACTED TRADES, AND ANY SUBSEQUENT COSTS OF THE ALTERNATE EQUIPMENT SHALL BE PROVIDED AT NO COST TO THE OWNER.
- NO EQUIPMENT, PIPING, OR DUCTWORK SHALL BE INSTALLED OVER ANY ELECTRICAL EQUIPMENT OR ELECTRICAL SERVICE SPACE.
- LAYOUT OF PIPING AND DUCTWORK IS DIAGRAMMATIC IN NATURE. MECHANICAL CONTRACTOR SHALL ALLOW FOR RISES, DROPS AND OFFSETS AS REQUIRED FOR PROPER INSTALLATION, OPERATION, AND MAINTENANCE. INSTALL MECHANICAL EQUIPMENT TO FACILITATE SERVICING, MAINTENANCE, AND REPAIR/REPLACEMENT OF COMPONENTS, INCLUDING ACCESS TO UNIT PANELS, CONTROLS, VALVING, ETC. AS MUCH AS PRACTICAL. CONNECT EQUIPMENT FOR EASE OF DISCONNECTING, WITH A MINIMUM OF INTERFERENCE WITH OTHER INSTALLATIONS. PIPING AND DUCTWORK SHALL NOT INTERFERE WITH FILTER ACCESS.
- PROVIDE ALL CONTROL DEVICES, SUCH AS TEMPERATURE SENSORS, RELAYS, PRESSURE SWITCHES WHICH ARE ASSOCIATED WITH MECHANICAL EQUIPMENT AND ASSOCIATED CONTROL WIRING FROM STARTER TO THE CONTROL DEVICE. ALL CONTROL DEVICES SHALL BE POWERED AND OPERATED BY LOW VOLTAGE POWER (<24V) UNLESS OTHERWISE NOTED.
- EXCEPT IN EQUIPMENT ROOMS, ALL CONTROL WIRING SHALL BE RUN CONCEALED. ALL CONTROL WIRING SHALL BE PLENUM RATED AND ROUTED IN CONDUIT. J-HOOKS ARE AN ACCEPTABLE ALTERNATE METHOD TO CONDUIT WITH WRITTEN APPROVAL BY OWNER. CONTROL WIRING SHALL NOT BE ROUTED WITHOUT CONDUIT OR J-HOOKS.
- ALL SPACE MOUNTED CONTROL DEVICES (THERMOSTATS, SWITCHES, HUMIDISTATS, ETC.) SHALL BE MOUNTED AT 4'-0" TO TOP OF DEVICE ABOVE FINISHED FLOOR. PER ADA REQUIREMENTS, UNLESS OTHERWISE NOTED, THE MECHANICAL CONTRACTOR SHALL COORDINATE THE LOCATION OF SPACE MOUNTED CONTROL DEVICES WITH THE ARCHITECT, GENERAL CONTRACTOR, AND OTHER TRADES BEFORE ROUGHING-IN OF WALLS HAS BEGUN.
- TESTING, ADJUSTING, AND BALANCING AGENCY SHALL BE A MEMBER OF THE ASSOCIATED AIR BALANCE COUNCIL (AABC) OR THE NATIONAL ENVIRONMENTAL BALANCING BUREAU (NEBB). TESTING, ADJUSTING, AND BALANCING SHALL BE PERFORMED IN ACCORDANCE WITH THE AABC STANDARDS.
- ALL PENETRATIONS THROUGH THE BUILDING ENVELOPE SHALL BE COORDINATED IN THE FIELD BY THE GENERAL CONTRACTOR. ROOF MOUNTED EQUIPMENT SHALL BE INSTALLED ON PREFABRICATED CURBS OR RAILS, WITH ROOF PATCHED AND FLASHED TO PREVENT MOISTURE INTRUSION.

EXISTING CONDITIONS & DEMOLITION

- PRIOR TO SUBMITTING A PROPOSAL THE CONTRACTOR IS STRONGLY ENCOURAGED TO VISIT THE SITE AND THOROUGHLY INSPECT ALL EXISTING CONDITIONS TO INSURE THAT THE WORK REPRESENTED ON THE DRAWINGS CAN BE INSTALLED AS INDICATED.
- INFORMATION ON EXISTING CONDITIONS (DUCT, PIPE, EQUIPMENT, ETC.) IS NOTED FOR THE CONVENIENCE OF THE CONTRACTOR ONLY AND IS NOT WARRANTED TO BE CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS PRIOR TO PROCEEDING WITH ANY ASSOCIATED WORK OR ORDERING EQUIPMENT.
- CUT OPENINGS AS REQUIRED IN THE EXISTING CONSTRUCTION FOR THE INSTALLATION OF PIPING, DUCTWORK, AND EQUIPMENT. PATCH AND REPAIR TO MATCH THE EXISTING ADJACENT CONSTRUCTION.
- ALL EQUIPMENT REMOVED FROM THE BUILDING DURING DEMOLITION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE NOTED.
- PRIOR TO PERFORMING ANY WORK THE MECHANICAL CONTRACTOR SHALL INSPECT THE EXISTING DUCTWORK, PIPING, AND EQUIPMENT FOR DEFECTS AND REPORT TO THE ENGINEER OF RECORD, GENERAL CONTRACTOR, AND OWNER ANY DEFICIENCIES FOUND. CONTRACTOR SHALL CLEAN EXISTING DUCTWORK AND AIR TERMINALS PRIOR TO INSTALLING THE NEW WORK.
- EXISTING MECHANICAL EQUIPMENT AND DUCTWORK SHOWN ON PLANS IS SCHEMATIC AND MAY NOT NECESSARILY REPRESENT EXACT LOCATIONS. IF THE CONTRACTOR DISCOVERS MAJOR DISCREPANCIES BETWEEN PLANS AND FIELD CONDITIONS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND ENGINEER OF RECORD.
- PROVIDE A PRE-DEMOLITION BALANCING REPORT OF ALL SYSTEMS OR DEVICES AFFECTED BY THIS SCOPE OF WORK IN ORDER TO ESTABLISH BASELINE SYSTEM PERFORMANCE. SUBMIT REPORT FOR REVIEW AT COMPLETION OF THIS TESTING.

2018 Appendix B BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS MECHANICAL DESIGN & SUMMARY

Mechanical Systems, Service Systems and Equipment

METHOD OF COMPLIANCE: ☒ No Change to Existing Systems

Weather Station: FAYETTEVILLE, NC

Thermal Zone: 3A

Exterior Design Conditions:

summer dry bulb: 96 °F summer wet bulb: 76 °F
winter dry bulb: 22 °F

Interior Design Conditions:

summer dry bulb: 75 °F
winter dry bulb: 70 °F
relative humidity: 45-60%

Building Cooling Load: 0 Btu/h

Building Heating Load: 0 Btu/h

Mechanical Spacing Conditioning System:

Unitary:
description of unit: _____
cooling output: _____
cooling efficiency: _____
heating output: _____
heating efficiency: _____

Chiller:
Chiller output: _____
Oversizing reason: _____

Boiler:
Boiler output: _____
Oversizing reason: _____

List equipment efficiencies:

Cooling Efficiency: _____
Heating Efficiency: _____

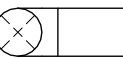
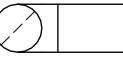
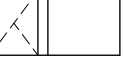
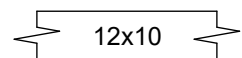
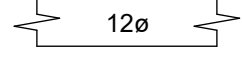
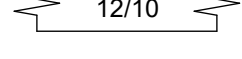
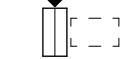
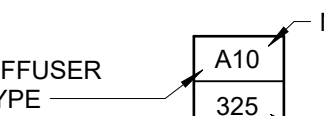
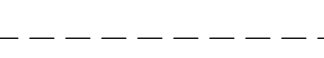
Mechanical system motors:

Motor horsepower: _____
Number of phases: _____
Minimum efficiency: _____
Motor type: _____
Number of poles: _____

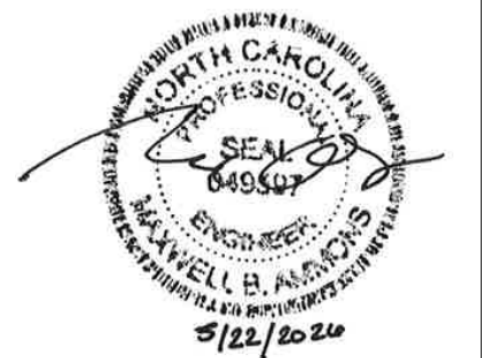
DIFFUSERS, REGISTERS, & GRILLES SCHEDULE																
MARK	SERVICE	AIR PERFORMANCE					CONSTRUCTION									
		MINIMUM FLOW	MAXIMUM FLOW	PRESSURE DROP	THROW AT 100 FPM	SOUND RATING (NC)	MOUNTING	FACE TYPE	NECK SIZE	FACE SIZE	MATERIAL	COLOR	MANUFACTURER	MODEL	NOTES	
Q38x(2)	RETURN	160 CFM	220 CFM	0.29 in-wg	0"	34	CEILING	DOUBLE 1" SLOT	8"ø	37"x5"	ALUMINUM	WHITE	PRICE	SDR100 & SDA	ALL	
Q48x(2)	RETURN	160 CFM	225 CFM	0.11 in-wg	0"	23	CEILING	DOUBLE 1" SLOT	10"ø	49"x5"	ALUMINUM	WHITE	PRICE	SDR100 & SDA	ALL	
S38x(2)	SUPPLY	160 CFM	220 CFM	0.29 in-wg	11" - 0"	34	CEILING	DOUBLE 1" SLOT	8"ø	37"x5"	ALUMINUM	WHITE	PRICE	SDS100 & SDA	ALL	
S48x(2)	SUPPLY	160 CFM	225 CFM	0.11 in-wg	11" - 0"	23	CEILING	DOUBLE 1" SLOT	10"ø	49"x5"	ALUMINUM	WHITE	PRICE	SDS100 & SDA	ALL	

NOTES:

- REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATION OF GRILLES.
- PROVIDE FACE ACCESSED BALANCING DAMPERS FOR ALL AIR DEVICES LOCATED IN HARD CEILINGS.

SYMBOL	ABBR.	DESCRIPTION
	SA	SUPPLY AIR DUCT TURNING UP
		SUPPLY AIR DUCT TURNING DOWN
	RA	RETURN AIR DUCT TURNING UP
		RETURN AIR DUCT TURNING DOWN
	EA	EXHAUST AIR DUCT TURNING UP
		EXHAUST AIR DUCT TURNING DOWN
		RECTANGULAR DUCT
		ROUND DUCT
		OVAL DUCT
	FSD	CLASS 1 COMBINATION FIRE & SMOKE DAMPER WITH DUCT ACCESS DOOR AND DUCT MOUNTED ACTUATOR. REFER TO ELECTRICAL PLANS FOR POWER REQUIREMENTS.
	SD	CLASS 1 SMOKE DAMPER WITH DUCT ACCESS DOOR AND DUCT MOUNTED ACTUATOR. REFER TO ELECTRICAL PLANS FOR POWER REQUIREMENTS.
	FD	DYNAMIC TYPE B OR TYPE C FIRE DAMPER WITH DUCT ACCESS DOOR. COORDINATE DAMPER RATING WITH ARCHITECTURAL WALL SCHEDULE.
	MD	CLASS 1 MOTORIZED DAMPER. REFER TO ELECTRICAL PLANS FOR POWER REQUIREMENTS.
	BD	LOCKING MANUAL OPPOSED BLADE BALANCING DAMPER
		MITERED ELBOW WITH TURNING VANES.
		MITERED ELBOW WITHOUT TURNING VANES AND WITH LINER.
		RADIUS DUCT ELBOW. RADIUS ELBOWS SHALL BE 1.5W/1.5D ELBOWS UNLESS OTHERWISE NOTED.
		GORED ELBOW (OVAL DUCT)
		FLEXIBLE DUCT
		DIFFUSER TAG
		DEMOLITION WORK
		EXISTING CONDITIONS
		NEW CONSTRUCTION
		TEMPORARY WORK
		CONNECT TO EXISTING
		LIMIT OF DEMOLITION

CO	CARBON MONOXIDE SENSOR
CO2	CARBON DIOXIDE SENSOR
H	HUMIDISTAT/HUMIDITY SENSOR
DP	DIFFERENTIAL PRESSURE SENSOR
SD	DUCT SMOKE DETECTOR (COORDINATE WITH ELECTRICAL CONTRACTOR)
SP	STATIC PRESSURE SENSOR
T	THERMOSTAT/TEMPERATURE SENSOR



ISSUE FOR PERMIT SET

ISSUE DATE
05.22.26

REVISIONS NO.	REASON	DATE

PROJECT TEAM
PRINCIPAL IN CHARGE
JACKIE TOMLIN
PROJECT MANAGER
MELISSA FORSBERG
DESIGN TEAM
KLW

PROJECT NAME
RC WILLIAMS BUILDING LOBBY

201 HAY STREET
FAYETTEVILLE, NC 28301

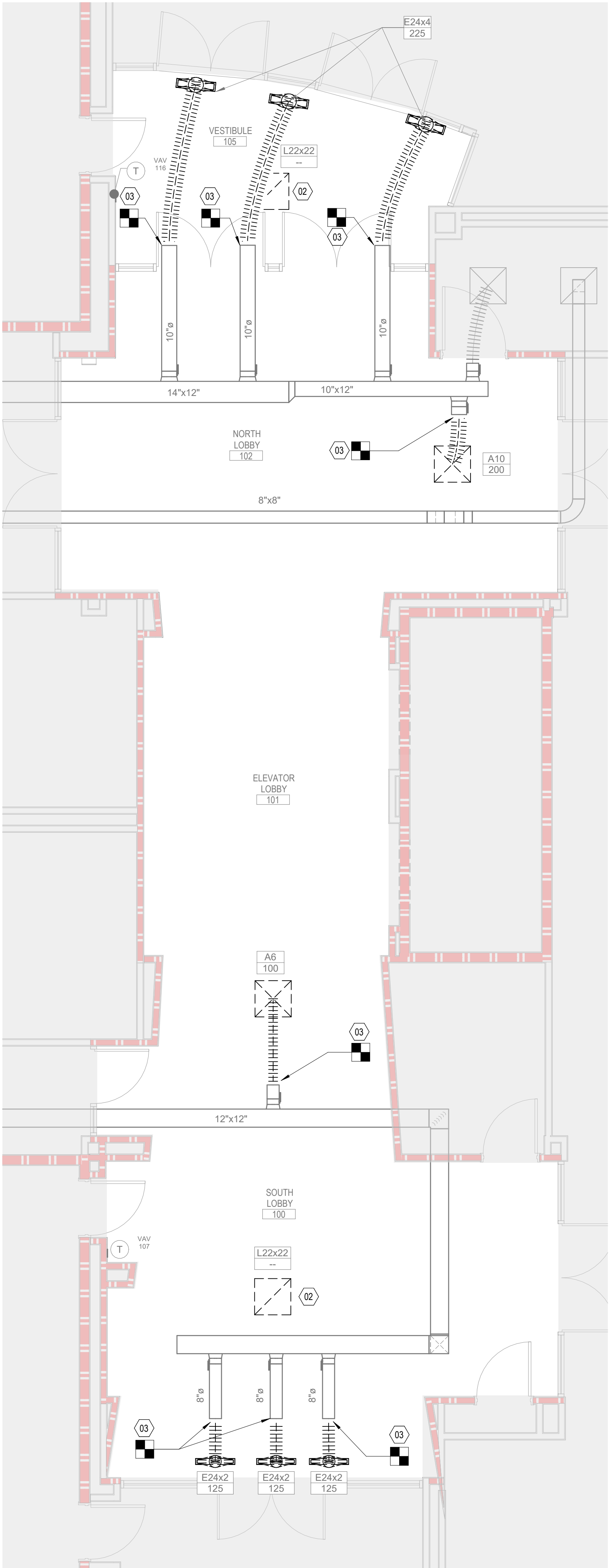
PROJECT NO.
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MECHANICAL GENERAL
NOTES & LEGEND

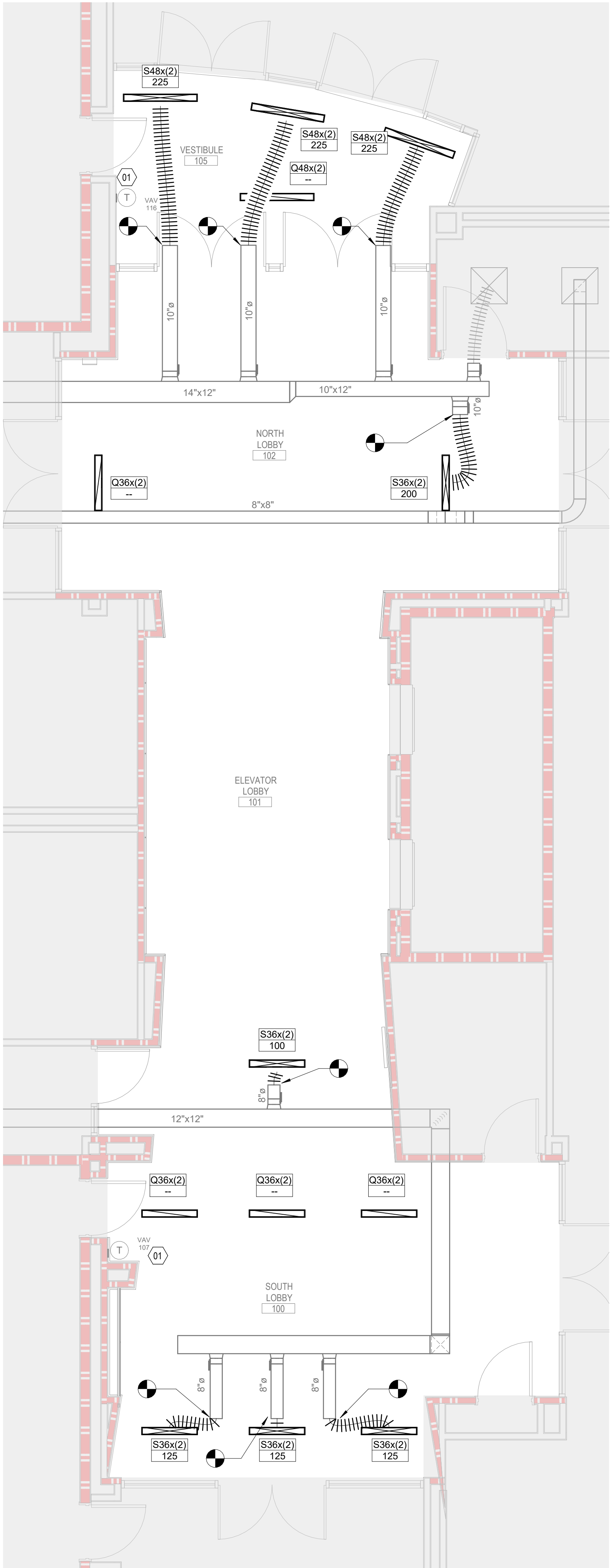
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2A MECHANICAL DEMOLITION PLAN
M111 1/4" = 1'-0"



4A MECHANICAL DUCTWORK PLAN
M111 1/4" = 1'-0"

KEY NOTES

- 01 THERMOSTAT EXISTING TO REMAIN.
- 02 DEMOLISH EXISTING RETURN GRILLE.
- 03 DEMOLISH EXISTING DIFFUSER AND FLEX DUCTWORK.

GENERAL SHEET NOTES

1. PROVIDE BALANCING DAMPERS ON ALL BRANCH RUNOUTS TO DIFFUSERS.
2. RUNOUTS AND FLEX DUCTS SHALL BE SIZED TO MATCH DIFFUSER NECK SIZE.

WALL RATING LEGEND

FIRE WALLS

- 3-HR FIRE WALL
- 2-HR FIRE WALL

FIRE BARRIERS

- 3-HR FIRE BARRIER
- 2-HR FIRE BARRIER
- 1-HR FIRE BARRIER

FIRE AND SMOKE BARRIER

- 2-HR FIRE AND SMOKE BARRIER

FIRE PARTITIONS

- 1-HR FIRE PARTITION
- 5-HR FIRE PARTITION

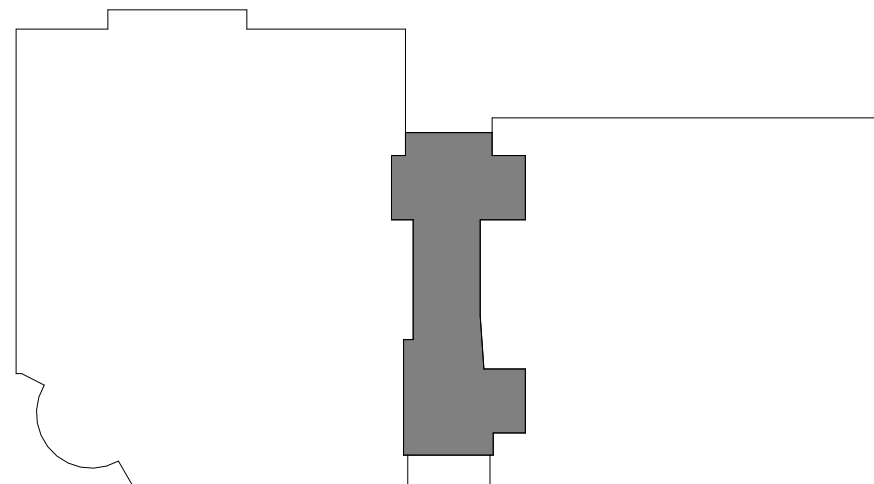
SMOKE BARRIER

- 1-HR SMOKE BARRIER

SMOKE PARTITION

- SMOKE PARTITION

KEY PLAN



NOT TO SCALE

LITTLE
DIVERSIFIED ARCHITECTURAL CONSULTING

410 Blackwell Street, Suite 10
Durham, NC 27701
(919) 474-2500

www.littleonline.com

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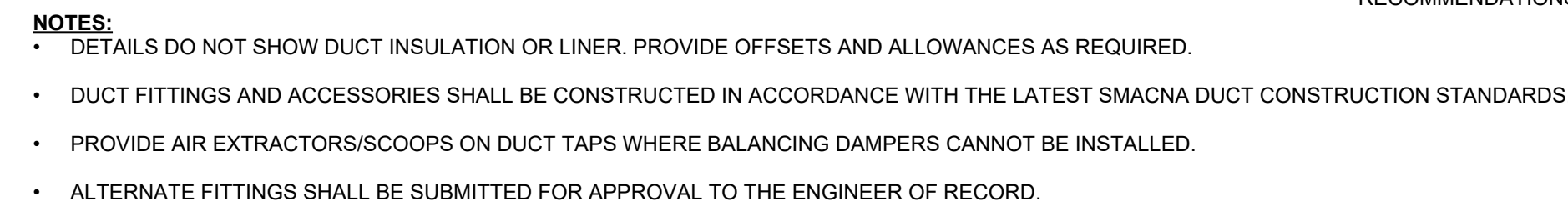
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SHEET TITLE

MECHANICAL DUCTWORK
PLAN

SHEET NUMBER

M111



5C	DUCT FITTINGS AND ACCESSORIES DETAIL
M501	NOT TO SCALE



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GENERAL NOTES

1. ALL WORK SHALL BE ACCORDING TO THE LATEST APPLICABLE AND ENFORCED EDITIONS OF THE FOLLOWING CODES AND STANDARDS: THE NATIONAL ELECTRICAL CODE (NFPA 70), THE NATIONAL FIRE ALARM CODE (NFPA 72), THE NATIONAL LIFE SAFETY CODE (NFPA 101), THE AMERICANS WITH DISABILITIES ACT (ADA), ALL OTHER APPLICABLE LOCAL, STATE, AND NATIONAL CODES, AND ALL AUTHORITIES HAVING JURISDICTION.
2. CONTRACTOR SHALL OBTAIN ALL PERMITS AND PAY SUCH FEES AS MAY BE NECESSARY FOR INSPECTIONS, TESTS, AND OTHER SERVICES NEEDED FOR THE COMPLETION OF WORK.
3. IT IS THE INTENT OF THESE DRAWINGS AND OTHER RELATED DOCUMENTS TO PRODUCE A COMPLETE AND FUNCTIONING ELECTRICAL SYSTEM. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND OTHER SERVICES AS MAY BE NECESSARY TO ACHIEVE THIS PRODUCT. IT SHALL BE THE RESPONSIBILITY OF THE ENGINEER ANY DISCREPANCIES IN THE PLANS AND SPECIFICATIONS THAT WILL AFFECT THE WORK, PRIOR TO SUBMISSION OF THE PRICE.
4. THE DRAWINGS AND SPECIFICATIONS ARE COMPLEMENTARY AND SHALL BE INTERPRETED TOGETHER. ANY REQUIREMENT SHOWN ON DRAWINGS AND/OR CONTAINED IN THE SPECIFICATIONS SHALL BE CONSIDERED BINDING AS THOUGH IT APPEARS IN BOTH. IN THE CASE OF A DISCREPANCY OR CONFLICT THE MORE STRINGENT REQUIREMENT SHALL BE MET PERFORM WORK IN COMPLIANCE WITH ALL REFERENCED AND APPLICABLE CODES AND STANDARDS TO ENSURE FULL COMPLIANCE WITH THE CONTRACT REQUIREMENTS.
5. ALL MATERIAL SHALL BE NEW AND BEAR THE UL OR OTHER APPROVED THIRD PARTY TESTING LAB LABEL INDICATING THE LISTING FOR ITS INSTALLED APPLICATION.
6. CONTRACTOR SHALL UTILIZE ARCHITECTURAL REFLECTED CEILING PLANS FOR EXACT LOCATIONS OF LIGHTING FIXTURES AND ALL OTHER LIGHTING/ELECTRICAL/SPECIAL SYSTEMS CLIMBING DEVICES.
7. CONTRACTOR SHALL UTILIZE MECHANICAL/PLUMBING PLANS FOR EXACT LOCATIONS OF ALL MECHANICAL/PLUMBING EQUIPMENT.
8. ELECTRICAL DRAWINGS ARE DIAGRAMMATIC. DO NOT SCALE DRAWINGS EXCEPT WHERE DIMENSIONS ARE SHOWN.
9. CONTRACTOR TO CONSULT PLANS OF ALL OTHER TRADES FOR COORDINATION AND FOR RELATED AND ADJOINING WORK.
10. CONTRACTOR TO CONSULT ARCHITECTURAL AND STRUCTURAL PLANS AND DETAILS FOR CONSTRUCTION TYPE, HEADROOM, CEILINGS, FINISHES, ETC. CONTRACTOR TO COORDINATE ALL CONDUITS AND ELECTRICAL DEVICES/BOXES WITH ARCHITECT AS RELATED TO WALL CONSTRUCTION TYPE PRIOR TO INSTALLATION.
11. ALL CONDUCTORS IN ELECTRICAL SYSTEM SHALL BE NO. 12 AWG COPPER MINIMUM UNLESS SPECIFICALLY LABELED OTHERWISE OR AS REQUIRED BY SPECIFICATIONS OR CODE. THE CORRECT NUMBER OF WIRES MAY NOT BE INDICATED FOR ALL CIRCUITS, ONLY THOSE WHERE CLARIFICATION IS NECESSARY. THE CONTRACTOR SHALL PROVIDE ALL WIRES NECESSARY FOR THE PROPER FUNCTION OF THE SYSTEM.
12. ALL EMPTY CONDUIT RUNS IN EXCESS OF 10 FEET SHALL BE PROVIDED WITH A PULL STRING OR FISH TAPE.
13. RACEWAYS SHALL BE CONCEALED IN FINISHED SPACES AND AS PER SPECS. WHERE APPLICABLE, EXPOSED CONDUITS MOUNTED TO STRUCTURE SHALL BE RUN AS INCONSPICUOUSLY AS POSSIBLE, AND SHALL BE PAINTED TO MATCH SURFACE TO WHICH THEY ARE MOUNTED. CONDUITS SHALL RUN PARALLEL TO BUILDING LINES. ALL EXPOSED JUNCTION BOXES SHALL BE CAST METAL BOXES WITH NO. 1 WITH NO PRE-STAMPED KNOCKOUTS.
14. ALL DEVICES INDICATED AS REQUIRING AN ISOLATED GROUND CONNECTION SHALL BE SERVED VIA A BRANCH CIRCUIT CONTAINING AN ISOLATED ISOLATED GROUND CONDUCTOR IN ADDITION TO AN INSULATED EQUIPMENT GROUNDING CONDUCTOR. THE ISOLATED GROUND CONDUCTOR SHALL BE CONNECTED TO THE ISOLATED GROUND BUS IN THE PANELBOARD SERVING THE DEVICE.
15. PROVIDE "LOCKING" TYPE DEVICES ON ALL CIRCUIT BREAKERS THAT WILL SERVE EMERGENCY LIGHTING, EXIT SIGNS, FIRE ALARM SYSTEMS, EMERGENCY COMMUNICATIONS SYSTEMS, AND SECURITY SYSTEMS.
16. PROVIDE COMPLIANCE WITH ANSI A117.1 FOR ADA REQUIREMENTS.
17. CONTRACTOR SHALL INCREASE WIRE SIZE AS REQUIRED TO MAINTAIN A 5-PERCENT WORST CASE VOLTAGE DROP. FROM SERVICE ENTRANCE TO FURTHEST DEVICE.
18. GENERAL GUIDELINES FOR 20-AMP, SINGLE PHASE 120 AND 277 VOLT BRANCH CIRCUITS USE FOLLOWING AS A MINIMUM FOR CONDUCTORS SIZES: (1) 120 VOLT - #12 AWG UP TO A DISTANCE OF 75 FEET, #10 FOR DISTANCES OVER 75 FEET AND LESS THAN 150'. #8 FOR DISTANCES GREATER. (2) 277 VOLT - #12 AWG UP TO A DISTANCE OF 150 FEET, #10 FOR DISTANCES OVER 150 FEET AND LESS THAN 250'. #8 FOR DISTANCES GREATER. THIS DOES NOT PRECLUDE ADJUSTMENTS FOR CIRCUIT CONDITIONS THAT MAY REQUIRE LARGER CONDUCTORS OR ALLOW SMALLER SIZE CONDUCTORS DUE TO ACTUAL LOAD CONDITIONS THAT MEET THE REQUIREMENTS IN THE NOTE DIRECTLY ABOVE.
19. EACH INDIVIDUAL BRANCH CIRCUIT SHALL HAVE A DEDICATED NEUTRAL UNLESS INDICATED OTHERWISE. WHEN MULTI-WIRE BRANCH CIRCUITS ARE SPECIFIED TO BE INSTALLED, PROVIDE MULTI-POLE CIRCUIT BREAKERS AS REQUIRED BY NEC 210.4. PROVIDE A #10 NEUTRAL CONDUCTOR FOR ALL MULTI-WIRE RECEPTACLE BRANCH CIRCUITS.
20. POWER RATINGS INDICATED ON DRAWINGS MAY DIFFER FROM THE ACTUAL EQUIPMENT FURNISHED. IF FURNISHED EQUIPMENT DIFFERS FROM RATINGS ON THE DRAWINGS, CONTRACTOR SHALL NOTIFY ENGINEER FOR APPROPRIATE ACTION TO BE TAKEN.
21. HORSEPOWER RATINGS INDICATED ON DRAWINGS MAY DIFFER FROM THE ACTUAL EQUIPMENT FURNISHED. IF FURNISHED EQUIPMENT DIFFERS FROM RATINGS ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY ENGINEER FOR APPROPRIATE ACTION TO BE TAKEN.
22. PROVIDE AND SIZE ALL MOTOR OVERLOAD DEVICES IN STARTERS, BASED ON ACTUAL NAMEPLATE RATINGS ON THE MOTORS BEING INSTALLED.
23. CONTRACTOR SHALL NOTE UL LABELS ON PACKAGE-TYPE MECHANICAL EQUIPMENT; IF UL LABEL ON MECHANICAL EQUIPMENT CALLS FOR THE OVERCURRENT PROTECTIVE DEVICE TO BE FUSES, THE CONTRACTOR SHALL PROVIDE A FUSED DISCONNECT SWITCH WITH PROPERLY SIZED FUSES AT THE SWITCH LOCATION INDICATED ON THE DRAWINGS.
24. CONTRACTOR SHALL VERIFY WIRE SIZES, FUSE RATINGS, AND CIRCUIT BREAKER RATINGS FOR ALL HVAC EQUIPMENT, AND SHALL BRING TO THE ATTENTION OF THE ENGINEER ANY DISCREPANCIES AFFECTING THE WORK, PRIOR TO PROCEEDING.
25. ALL ELECTRIC DRINKING FOUNTAINS SHALL BE PROTECTED WITH GROUND-FAULT CIRCUIT-INTERRUPTER PROTECTION. PROVIDE GFCI TYPE CIRCUIT BREAKERS FEEDING ELECTRIC DRINKING FOUNTAINS (EVC).
26. ALL EXTERIOR RECEPTACLES SHALL BE LISTED WEATHER-RESISTANT TYPE, BE GFI PROTECTED AND HAVE AN ENCLOSURE/COVERPLATE THAT IS WEATHERPROOF (WITH THE ATTACHMENT PLUG CAP INSERTED OR REMOVED), OUTLET BOX HOOD, IF INSTALLED SHALL BE EXTRA DUTY RATED. REFER TO SPECIFICATIONS.
27. ALL DEVICES (INCLUDING LIGHT SWITCH BOXES, ELECTRICAL OUTLET BOXES, AND FIRE ALARM PULL STATIONS) SHALL NOT BE RECESSED INTO THE OUTER MEMBRANE OF EXIT STAIR ENCLOSURES. LOCATE THESE DEVICES AS REQUIRED. THERE SHALL BE NO PENETRATIONS INTO AND OPENINGS THROUGH AN EXIT ENCLOSURE ASSEMBLY PER NFPA 101: 7.1.3.2.1(9).
28. ALL SINGLE-PHASE RECEPTACLES RATED 150 VOLTS TO GROUND OR LESS, 50 AMPERES OR LESS AND THREE-PHASE RECEPTACLES RATED 150 VOLTS TO GROUND OR LESS, 100 AMPERES OR LESS INSTALLED IN THE FOLLOWING LOCATIONS SHALL HAVE GROUND-FAULT CIRCUIT-INTERRUPTER PROTECTION FOR PERSONNEL: BATHROOMS, KITCHENS, ROOFTOPS, SINKS (INSTALLED WITHIN 6FT FROM THE TOP INSIDE EDGE OF BOWL OF THE SINK), INDOOR WET LOCATIONS, LAUNDRY ROOM AREAS, CRAWL SPACES, FOR VENDING MACHINE, WITHIN 6' OF EDGE OF BATHTUB/SHOWER STALLS, AND WITHIN AREAS WHERE EQUIPMENT REQUIRES SERVICING (ELECTRICAL ROOMS, MECHANICAL ROOMS, ETC.). NO LABELLING IS REQUIRED ON THE DRAWINGS IS REQUIRED TO SPECIFICALLY INDICATE THIS FOR EACH INSTANCE.
29. PROVIDE TAMPER RESISTANT RECEPTACLES ACCORDING TO NEC ARTICLE 406.12. AFCI RECEPTACLES SHALL BE PROVIDED ACCORDING TO NEC ARTICLE 408.40(4). AFCI AND GFCI RECEPTACLES SHALL BE CONSIDERED STANDALONE AND NOT PROTECTED BY ANOTHER DEVICE UNLESS SPECIFICALLY INDICATED. IN SUCH CASE THE PROTECTING DEVICE AND PROTECTED DEVICES SHALL BE LABELED TO INDICATE THIS ARRANGEMENT.

GENERAL NOTES (RENOVATION)

1. CONTRACTOR SHALL VISIT THE SITE AND EXAMINE CONDITIONS OF THE PREMISES AND THE CHARACTER AND EXTENT OF WORK REQUIRED, PRIOR TO SUBMITTING PRICING. ANY DIFFICULTIES IN COMPLYING WITH THE DRAWINGS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER, BEFORE BEGINNING WORK.
2. ALL WORK SHALL BE DONE AT SUCH TIMES AND IN SUCH A MANNER AS WILL LEAST INTERFERE WITH THE MAINTENANCE AND OPERATION OF ALL RELATED OR AFFECTED SYSTEMS. ALL POWER OUTAGES SHALL BE COORDINATED WITH OWNER.
3. EXISTING BOXES, CONDUIT, AND WIRING SHALL BE REUSED IF IN GOOD CONDITION AND MEET THE REQUIREMENTS OF THE NEW WORK DEFINED IN CONTRACT DOCUMENTS. SUPPLEMENT WERE NEEDED, DO NOT REUSED IF EXISTING CIRCUITY IS A MULTIWIRE BRANCH CIRCUIT OR DOES NOT INCLUDE AN EQUIPMENT GROUND CONDUCTOR.
4. WHERE EXISTING CIRCUITS ARE EXTENDED TO SERVE NEW OR RELOCATED DEVICES OR FIXTURES, PROVIDE TYPE AND SIZE OF CONDUCTORS TO MATCH EXISTING.
5. EXISTING CIRCUITING SHALL BE FIELD VERIFIED AND ADJUSTMENTS SHALL BE MADE, IF NECESSARY, TO THE CIRCUITING SHOWN ON THE PLANS AS REQUIRED BY FIELD CONDITIONS.
6. WHERE ELECTRICAL WORK PENETRATES EXISTING FIRE-RATED BARRIERS (WALLS, FLOORS, AND CEILINGS), SEAL OPENING AROUND ELECTRICAL WORK WITH UL LISTED FIRE STOPPING MATERIAL TO MAINTAIN THE FIRE RATINGS OF THE BARRIER.
7. PROVIDE NEW TYPE WRITTEN FINALIZED PANEL CIRCUIT DIRECTORIES FOR ALL NEW PANELS AND ALL EXISTING PANELS USED FOR THE PROJECT AT THE COMPLETION OF THE PROJECT.

GENERAL NOTES (DEMOLITION)

1. ALL INFORMATION AND WORK SHOWN AS EXISTING WAS TAKEN FROM NOTES AND PHOTOS FROM CURSORY FIELD INVESTIGATION BY THE ARCHITECT OR ENGINEER AND FROM PAST CONSTRUCTION DOCUMENTS. EQUIPMENT, DEVICES, FIXTURES AND CIRCUITS ARE SHOWN IN A GENERAL WAY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. CONSEQUENTLY THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ALL WORK NECESSARY TO DEMOLISH, ALTER, RENOVATE, CHANGE AND REPAIR EXISTING SYSTEMS BASED ON THE FIELD CONDITIONS AND EXPERIENCE WITH SIMILAR PROJECTS.
2. GENERAL DEMOLITION IS TO INCLUDE REMOVAL OF INDICATED WALLS, CEILINGS AND FINISHES AS INDICATED ON THE ARCHITECTURAL DRAWINGS. VERIFY EXISTING CONDITIONS TO INCLUDE QUANTITIES OF DEVICES, RACEWAYS AND OTHER ELECTRICAL WORK AFFECTED.
3. REMOVE EXISTING WORK AS REQUIRED TO CLEAR THE AREAS FOR NEW CONSTRUCTION.
4. REMOVE ALL ABANDONED RACEWAY, WIRE, AND CABLE NOT BEING REUSED BACK TO THE SOURCE. CIRCUITS AND FEEDERS NOT BEING REUSED SHALL BE LABELED AS SPARE IN THE EXISTING PLANS.
5. PERFORM DEMOLITION WITH DUE CARE AS TO PREVENT THE ARBITRARY DESTRUCTION OR INTERRUPTION OF UTILITIES AND SERVICES THAT ARE TO REMAIN IN OPERATION. REPORT UNFORESEEN CONDITIONS TO THE GENERAL CONTRACTOR WHERE NEW CONSTRUCTION INTERFERES WITH THESE UTILITIES.
6. WHERE EXISTING EQUIPMENT, LIGHT FIXTURES, DEVICES AND OTHER ELECTRICAL MATERIALS ARE BEING RELOCATED, TAKE SPECIAL TO PREVENT DAMAGE WHILE REMOVING, STORING AND REINSTALLING. THE CONTRACTOR IS RESPONSIBLE FOR ANY UNNECESSARY DAMAGE IN THE PROCESS.
7. ALL EXISTING ELECTRICAL WORK WHICH WILL NOT BE RENDERED OBSOLETE AND MAY BE DISTURBED DURING DEMOLITION AND NEW CONSTRUCTION, SHALL BE RESTORED TO ITS ORIGINAL OPERATING CONDITION.
8. ELECTRICAL WORK RENDERED OBSOLETE SHALL BE REMOVED OR WHERE CONCEALED AND INACCESSIBLE, ABANDONED. WHERE ACCESSIBLE OR EXPOSED IT SHALL BE REMOVED. OPENINGS IN WALLS FROM EXISTING BOXES NOT BEING REUSED SHALL BE PATCHED RATHER THAN PROVIDE BLANK COVERS.
9. ALL DEBRIS BECOMES THE PROPERTY OF THE CONTRACTOR FOR REMOVAL AND SHALL BE DISPOSED OF ACCORDING TO LOCAL CODES AND ORDINANCES AND GOVERNING AUTHORITIES. VERIFY WHAT ITEMS MAY BE SALVAGEABLE WITH THE OWNER PRIOR TO DISPOSAL.
10. RECONNECT CIRCUITING AS REQUIRED WHERE REMOVAL OF EXISTING FIXTURES, DEVICES AND ELECTRICAL EQUIPMENT AFFECTS CONNECTION TO SAME IN AREAS OUTSIDE OF THE PROJECT AREA.
11. WHERE REQUIRED BY NEW CONSTRUCTION, PROVIDE EXTENSION RINGS, COVER PLATES OR ACCESS PLATES TO MAINTAIN ACCESS TO EXISTING WIRING.
12. WHERE NEW CONSTRUCTION CONFLICTS WITH EXISTING OUTLETS, REMOVE OR RELOCATE OUTLETS AS REQUIRED TO MEET PROJECT REQUIREMENTS.
13. WHERE EXISTING CIRCUITS ARE EXTENDED TO SERVE NEW OR RELOCATED DEVICES OR FIXTURES, PROVIDE TYPE AND SIZE OF CONDUCTORS TO MATCH EXISTING.
14. VERIFY EXISTING CIRCUITING AND MAKE ADJUSTMENTS AS REQUIRED BY FIELD CONDITIONS.
15. FEEDERS AND BRANCH CIRCUITS SYSTEMS ENTERING AND LEAVING THE AREAS TO BE RENOVATED WHICH SERVE OTHER ACTIVE AREAS OF THE BUILDING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN CONTINUITY OF THE SERVICES TO THOSE AREAS.
16. TRACE AND IDENTIFY ALL CIRCUITS THAT ARE AFFECTED BY THE WORK. PROVIDE RECORD OF FINDINGS AND BRING ANY ISSUES FOUND TO THE ARCHITECT FOR RESOLUTION.
17. EXAMINE THE DEMOLITION DRAWINGS OF THE ARCHITECT, THE MECHANICAL AND PLUMBING ENGINEER AND ALL OTHER DEMOLITION DRAWINGS AND PROVIDE DEMOLITION SERVICES WITH RESPECT TO THOSE DRAWINGS AND NOTES.
18. LIGHT FIXTURES INDICATED TO REMAIN, RELOCATED OR OTHERWISE REUSED SHALL BE TESTED, CLEANED AND RELAMPED WHERE POSSIBLE. BATTERY POWERED LIGHT FIXTURES AND EXIT LIGHTS USED FOR EGRESS SHALL BE TESTED AND REPAIRED OR REPLACED WHERE NOT OPERATIONAL.

ABBREVIATIONS

NOTE: ALL ABBREVIATIONS MAY NOT BE USED.

A	AMPERES	LV	LOW VOLTAGE
AC	ALTERNATING CURRENT OR ABOVE COUNTER	MATV	MASTER ANTENNA TELEVISION
A/E	ARCHITECT/ENGINEER	MCB	MECHANICAL CONTRACTOR
AF	AMPERE FRAME	MCC	MAIN CIRCUIT BREAKER
AFF	ABOVE FINISHED FLOOR	MCP	MOTOR CONTROL CENTER
AFG	ABOVE FINISHED GRADE	MDP	MAIN DISTRIBUTION PANEL
AH	AUTHORITY HAVING JURISDICTION	MDS	MAIN DISTRIBUTION SWITCHBOARD
AHU	AIR HANDLING UNIT	MLO	MAIN LUGS ONLY
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTES, INC.	MP	MANHOLE
AT	AMPERE TRIP	MSP	MOTOR STARTER PANEL
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	MT	MOUNT
ATS	AUTOMATIC TRANSFER SWITCH	MTS	MANUAL TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE	MHT	MOUNTING HEIGHT
BAS	BUILDING AUTOMATION SYSTEM	MV	MEDIUM VOLTAGE
BC	BARE COPPER	MW	MICROWAVE
BPS	BOLTED PRESSURE SWITCH	N	NEUTRAL
C	CONDUIT	NC	NORMALLY CLOSED
CB	CIRCUIT BREAKER	NEC	NATIONAL ELECTRICAL CODE
CBM	CERTIFIED BALLAST MANUFACTURERS	NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
CAV	COMMUNITY ANTENNA TELEVISION	NIC	NOT IN CONTRACT
CCTV	CLOSED CIRCUIT TELEVISION	NFPA	NOT FUSED
cd	CANDELA RATING	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
CKT	COMPACT FLUORESCENT CIRCUIT	NL	NIGHT LIGHT
CLG	CEILING	NO	NORMALLY OPEN
CT	CURRENT TRANSFORMER	NTS	NOT TO SCALE
CU	COPPER	PA	PUBLIC ADDRESS
DB	DIRECT BURIAL	PB	PULL BOX
DBA	DECIBEL LEVEL	PH	PHASE
DC	DIRECT CURRENT	P	POLE
DISP	GARBAGE DISPOSAL	PNL	PANELBOARD
DN	DOWN	PT	POTENTIAL TRANSFORMER
DWG	DRAWING	PWR	POWER
E.C.	ELECTRICAL CONTRACTOR	Q	QUARTS RESTRIKE LAMP
EC	EMPTY CONDUIT	R	RACEWAY
EF	EXHAUST FAN	REC	RECEPTACLE
EG	EQUIPMENT GROUND	REF	REFRIGERATOR
ELBU	EMERGENCY LIGHTING BATTERY UNIT	RL	RELOCATE EXISTING
EM	EMERGENCY	RM	ROOM
EMR	EQUIPMENT MANUFACTURER REQUIREMENT	RMC	RIGID METAL CONDUIT
ESA	ELECTRIC ARRESTOR	RS	RAPID START
ETR	EXISTING TO REMAIN	RV	REMOVE EXISTING
EUH	ELECTRIC UNIT HEATER	SA	SURGE ARRESTOR
EWG	ELECTRIC WATER COOLER	SN	SOLID NEUTRAL
EX	EXISTING	SPD	SURGE PROTECTION DEVICE
FA	FUSE	SS	SAFETY SWITCH
FAAP	FIRE ALARM ANNUNCIATOR PANEL	SWB	SWITCHBOARD
FACP	FIRE ALARM CONTROL PANEL	SWGR	SWITCHGEAR
FCU	FAN COIL UNIT	TTC	TELEPHONE TERMINAL BOARD
FDAS	FIRE DETECTION ALARM SYSTEM	TE	TELEPHONE TERMINAL CABINET
FLUOR	FLUORESCENT	TEL	TELEPHONE
FPVAV	FAN POWERED VARIABLE AIR VOLUME BOX	TV	TELEVISION
FPN	FUSE PER NAMEPLATE	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
GC	GENERAL CONTRACTOR	UC	UNDER COUNTER
GF	GROUND FAULT CIRCUIT INTERRUPTER	UH	UNIT HEATER
GF-GFI	GROUND FAULT RELAY	UO	UNDERWRITERS' LABORATORIES, INC.
GFR	GROUND	UPS	UNLESS OTHERWISE NOTED
G-GND	GROUND	V	UNINTERRUPTIBLE POWER SUPPLY
HH	HANDHOLE	V	VOLTS
HOA	HAND OFF AUTOMATIC	V	VAPOR PROOF
HP	HORSEPOWER	VAV	VARIABLE AIR VOLUME BOX
HZ	HERTZ	VFD	VARIABLE FREQUENCY DRIVE
IG	ISOLATED GROUND	W	WIRE, WATTS
IMC	INTERMEDIATE METAL CONDUIT	WAP	WIRELESS ACCESS POINT
JB	JUNCTION BOX	WH	WATER HEATER
KCMIL	THOUSAND CIRCULAR MILS	WP	WEATHERPROOF
KW	KILOWATT	XFMR	TRANSFORMER
KV	KILO VOLT		
KVA	KILO VOLT-AMPERE		
L	LOCKING		
LCP	LIGHTING CONTROL PANEL		

ELECTRICAL SYMBOL SCHEDULE

2018 Appendix B
BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS
ELECTRICAL DESIGN & SUMMARY
Electrical Systems and Equipment

- METHOD OF COMPLIANCE:
- ☐ No Change to Existing Systems
 - ☒ Prescriptive (NECECC 2018)
 - ☐ Performance (NECECC 2018)
 - ☐ Prescriptive (ASHRAE 90.1-2013)
 - ☐ Performance (ASHRAE 90.1-2013)

Lighting Schedule:

Fixture Type:	REFER TO LIGHTING FIXTURE SCHEDULE
Lamp Type Required:	REFER TO LIGHTING FIXTURE SCHEDULE
Number of Lamps:	REFER TO LIGHTING FIXTURE SCHEDULE
Ballast Type Used:	REFER TO LIGHTING FIXTURE SCHEDULE
Number of Ballasts:	REFER TO LIGHTING FIXTURE SCHEDULE
Total Watts / Fixture:	REFER TO LIGHTING FIXTURE SCHEDULE

- Allowable Lighting Power: ☒ Whole Building Method ☐ Space by Space Method
- Interior Lighting
- Allowed Lighting Power: 1333 W
- Designed Lighting Power: 1115 W
- Difference: 218 W

- Exterior Lighting
- Allowed Lighting Power: NO CHANGE TO EXISTING EXTERIOR LIGHTING
- Designed Lighting Power: NO CHANGE TO EXISTING EXTERIOR LIGHTING
- Difference: NO CHANGE TO EXISTING EXTERIOR LIGHTING

Additional Efficiency Package Options:

FOR 2018 NECECC COMPLIANCE PATHS. NOT REQUIRED FOR ASHRAE 90.1 COMPLIANCE PATHS.

- ☐ C406.2 More Efficient HVAC Equipment Performance
- ☒ C406.3 Reduced Lighting Power Density
- ☐ C406.4 Enhanced Digital Lighting Controls
- ☐ C406.5 On-Site Renewable Energy
- ☐ C406.6 Dedicated Outside Air System
- ☐ C406.7 Reduced Energy Use in Service Water Heating
- ☐ Not Applicable

MOUNTING HEIGHTS

(DISTANCE FROM FINISHED FLOOR TO CENTER OF DEVICE, UNLESS OTHERWISE NOTED)

RECEPTACLES:		
GENERAL	18"	UNLESS OTHERWISE NOTED
ABOVE 36" COUNTER TOPS	44"	UNLESS OTHERWISE NOTED
ABOVE OR ADJACENT TO LAVATORIES	44"	UNLESS OTHERWISE NOTED
BEHIND REFRIGERATORS	52"	UNLESS OTHERWISE NOTED
BEHIND WASHERS/DRYERS	44"	UNLESS OTHERWISE NOTED

LIGHT SWITCHES/OCCUPANCY WALL SWITCHES 46"

COMMUNICATIONS OUTLETS:		
TELEDATA OUTLETS	44"	SAME AS ADJACENT RECEPTACLE ABOVE COUNTER TOPS
CABLE TV OUTLETS		SAME AS ADJACENT RECEPTACLE

NOTE: FOR ALL DEVICES LOCATED IN CMU WALL, INSTALL BOXES AS FOLLOWS: THE TOP OF THE BOX SHALL MATCH THE TOP OF THE BLOCK COURSING. MOUNT BOXES AT 48" TO TOP FOR SWITCHES AND 16" TO BOTTOM OF BOXES FOR OUTLETS. WHERE OUTLETS ARE SHOWN TO BE MOUNTED HIGH, ADJUST HEIGHT AS REQUIRED TO TOP OF BLOCK COURSING.

ELECTRICAL SYMBOL SCHEDULE

NOTE: ALL SYMBOLS MAY NOT BE USED.

GENERAL:

- BRANCH CIRCUIT CONDUIT CONCEALED IN CEILING OR WALL (OR EXPOSED, WHERE CONCEALMENT IS NOT POSSIBLE)
- BRANCH CIRCUIT CONDUIT CONCEALED IN FLOOR OR UNDERGROUND
- HOMERUN TO PANELBOARD - NUMBER OF ARROWS INDICATES NUMBER OF CIRCUITS
- CONDUIT TURNED UP
- CONDUIT TURNED DOWN
- JUNCTION BOX, CEILING-MOUNTED AND WALL-MOUNTED RESPECTIVELY
- PULLBOX
- 208Y/120V PANELBOARD
- 480Y/277V PANELBOARD
- SERVICE OR EQUIPMENT GROUND

POWER:

- DUPLEX RECEPTACLE, 20 AMP, 120V
- DUPLEX RECEPTACLE MOUNTED HIGH, ABOVE COUNTER / BACKSPLASH OR AS INDICATED
- QUADRAPLEX RECEPTACLE, 20 AMP, 120V
- QUADRAPLEX RECEPTACLE MOUNTED ABOVE COUNTER OR BACKSPLASH
- DEDICATED RECEPTACLE, SUBSCRIPT INDICATES AMPERAGE/NEMA RATING
- CEILING MOUNTED DUPLEX RECEPTACLE, 20 AMP, 120V
- DROP CORD RECEPTACLE - SUBSCRIPT INDICATES AMPERAGE/NEMA RATING; RECEPTACLE TO HANG AT 8'-0" AFF UON

** TYPICAL FOR ALL RECEPTACLES:
GFI = GROUND FAULT INTERRUPTER TYPE
EWC = ELECTRIC WATER COOLER
TV = POWER FOR TELEVISION
T = TVSS

IG = ISOLATED GROUND
REF = REFRIGERATOR
MW = MICROWAVE

WP = WEATHERPROOF/WEATHER RESISTANT
TP = TAMPERPROOF
USB = DUPLEX WITH (2) USB PORTS (TYPE A & C)
UC = UNDERCOUNTER

- FLUSH MOUNTED FLOOR DEVICE WITH NUMBER OF RECEPTACLES AS INDICATED, SUBSCRIPT INDICATES TYPE
- FLUSH MOUNTED FLOOR DEVICE WITH NUMBER OF RECEPTACLES AS INDICATED, SUBSCRIPT INDICATES TYPE
- FURNITURE SYSTEM FLOOR MOUNTED POWER AND DATA FEED. PROVIDE NUMBER OF CIRCUITS AS SHOWN ON PLANS. PROVIDE MINIMUM 1.25" DATA CONDUIT TO ABOVE ACCESSIBLE CEILING SPACE OR TELECOM ROOM AS REQUIRED. COORDINATE NUMBER OF DATA CABLES REQUIRED FOR CONNECTION AND INCREASE CONDUIT SIZE WHERE NECESSARY. PROVIDE STANDARD FLOOR BOX FOR SLABS ON GRADE AND POKE-THROUGH DEVICE(S) FOR ELEVATED SLABS
- FLUSH MOUNTED FLOOR DEVICE WITH NUMBER OF RECEPTACLES AS INDICATED, SUBSCRIPT INDICATES TYPE

FURNITURE SYSTEMS POWER FEED, THRU-WALL, # OF CIRCUITS AS SHOWN ON PLANS

FURNITURE SYSTEMS WALL MOUNTED DATA FEED. PROVIDE MINIMUM 4-11/16" SQUARE BOX WITH COVER THAT INCLUDES A 1.25" OPENING FOR CABLE RUNS. EXTEND 1.25" EMPTY CONDUIT TO ABOVE ACCESSIBLE CEILING SPACE. COORDINATE NUMBER OF DATA CABLES REQUIRED AND INCREASE CONDUIT SIZE WHERE NECESSARY

MOTOR CONNECTION - HP AS INDICATED

MOTOR STARTER OR CONTROLLER. SUBSCRIPT INDICATES NEMA MOTOR SIZE.

FUSED SAFETY SWITCH. SUBSCRIPT, IF USED, INDICATES AMPERAGE RATING/POLES/FUSE SIZE/NEMA RATING

NON-FUSED SAFETY SWITCH. SUBSCRIPT, IF USED, INDICATES AMPERAGE RATING/POLES/NEMA RATING

COMBINATION MOTOR STARTER. FUSE SIZE AS INDICATED ON DRAWINGS. SUBSCRIPT INDICATES NEMA MOTOR SIZE

CIRCUIT BREAKER MOUNTED IN ENCLOSURE. FLUSH-MOUNTED OR SURFACE-MOUNTED AS NOTED. SUBSCRIPT, IF USED, INDICATES TRIP RATING/POLES. AIC RATING AS INDICATED ON DRAWINGS

DRY-TYPE DISTRIBUTION TRANSFORMER: FLOOR MTD OR TRAPEZE / WALL HUNG AS INDICATED ON PLANS

REMOTE START-STOP PUSH-BUTTON STATION

COMMUNICATIONS:

- TELEPHONE OUTLET. PROVIDE SINGLE-GANG BOX 18" AFF UON AND 1" C STUBBED OUT ABOVE ACCESSIBLE CEILING
- DATA OUTLET. PROVIDE SINGLE-GANG BOX 18" AFF UON AND 1" C STUBBED OUT ABOVE ACCESSIBLE CEILING
- COMBINATION TELEPHONE/DATA OUTLET. PROVIDE SINGLE-GANG BOX 18" AFF UON AND 1" C STUBBED OUT ABOVE ACCESSIBLE CEILING
- SAME AS EXCEPT MOUNTED HIGH ABOVE COUNTER / BACKSPLASH, OR HEIGHT INDICATED
- DEDICATED WALL PHONE OUTLET, MOUNTED AT 44" AFF
- TELECOMMUNICATIONS MAIN GROUND BAR
- TELECOMMUNICATIONS GROUND BAR

** TYPICAL FOR ALL COMMUNICATIONS OUTLETS: TP = TAMPERPROOF C = CEILING MOUNTED SUBSCRIPT, IF SHOWN, INDICATES # OF RJ-45 CONNECTIONS

WAP WIRELESS ACCESS POINT. PROVIDE JUNCTION BOX WITH 1" CONDUIT TO ACCESSIBLE CEILING SPACE. COORDINATE HEIGHT WITH AV VENDOR PRIOR TO ROUGH-IN.

SEC SECURITY SYSTEM RACEWAYS AND BOXES FOR CARD READER AND OTHER ACCESS CONTROL DEVICES FOR THE DOOR. COORDINATE WITH OWNERS' SECURITY VENDOR FOR FULL REQUIREMENTS

AV 4-11/16" SQUARE BOX WITH SINGLE-GANG OPENING AND PLASTER RING FOR AV WITH 1-1/4" STUBBED OUT ABOVE NEAREST ACCESSIBLE CEILING, OR AS INDICATED ON DRAWINGS. TERMINATE CONDUIT WITH PLASTIC PROTECTIVE RING AND PROVIDE PULL STRING

CAM SINGLE-GANG BOX FOR SECURITY CAMERA. PROVIDE 3/4" C TO NEAREST ACCESSIBLE CEILING. TERMINATE CONDUIT WITH PLASTIC PROTECTIVE RING. COORDINATE LOCATIONS AND MOUNTING HEIGHTS WITH VENDOR PRIOR TO ROUGH-IN

AV1 DISPLAY BACK BOX PROVIDED BY OTHERS. PROVIDE DUPLEX RECEPTACLE IN BACK BOX. COORDINATE WITH AV CONTRACTOR. PROVIDE (2) 1-1/2" C FROM CHIEF BOX TO ACCESSIBLE CEILING SPACE OR NEAREST CABLE TRAY. TERMINATE CONDUIT WITH PLASTIC PROTECTIVE RINGS AND PROVIDE PULL STRING. COORDINATE FINAL HEIGHT AND ADDITIONAL REQUIREMENTS WITH AV CONTRACTOR PRIOR TO ROUGH-IN.

AV2 PROVIDE RECESSED 4-GANG DISPLAY WALL BOX (LEGAND OR APPROVED EQUAL) WITH DUPLEX RECEPTACLE. COORDINATE WITH AV CONTRACTOR. PROVIDE (1) 1-1/2" C FROM BOX TO ACCESSIBLE CEILING SPACE OR NEAREST CABLE TRAY. TERMINATE CONDUIT WITH PLASTIC PROTECTIVE RINGS AND PROVIDE PULL STRING. COORDINATE FINAL HEIGHT AND ADDITIONAL REQUIREMENTS WITH AV CONTRACTOR PRIOR TO ROUGH-IN.

LIGHTING:

TYPICAL LUMINAIRE (NOT ALL SYMBOLS USED ARE SHOWN). SUBSCRIPT "FF" OR "PF" INDICATES TYPE (SEE LIGHTING FIXTURE SCHEDULE); HATCH OR SYMBOL "EM" INDICATES FIXTURE CONNECTED TO GENERATOR SUPPLIED CIRCUIT OR PROVIDED WITH BATTERY BACKUP.

EMERGENCY BATTERY PACK UNIT

COMBINATION EXIT/ EMERGENCY BATTERY PACK UNIT

EXIT SIGN, SINGLE-FACED AND DOUBLE-FACED RESPECTIVELY. SHADED AREA REPRESENTS FACE. PROVIDE WITH ARROWS AS INDICATED

CEILING MOUNTED OCCUPANCY SENSOR

WALL-MOUNTED OCCUPANCY SENSOR WITH (1) BUTTON, ON/OFF

WALL-MOUNTED OCCUPANCY SENSOR WITH RAISE/LOWER DIMMING

LOW-VOLTAGE DIGITAL SWITCH, ON/OFF

LOW-VOLTAGE DIGITAL SWITCH, ALL ON/ALL OFF/RAISE/LOWER

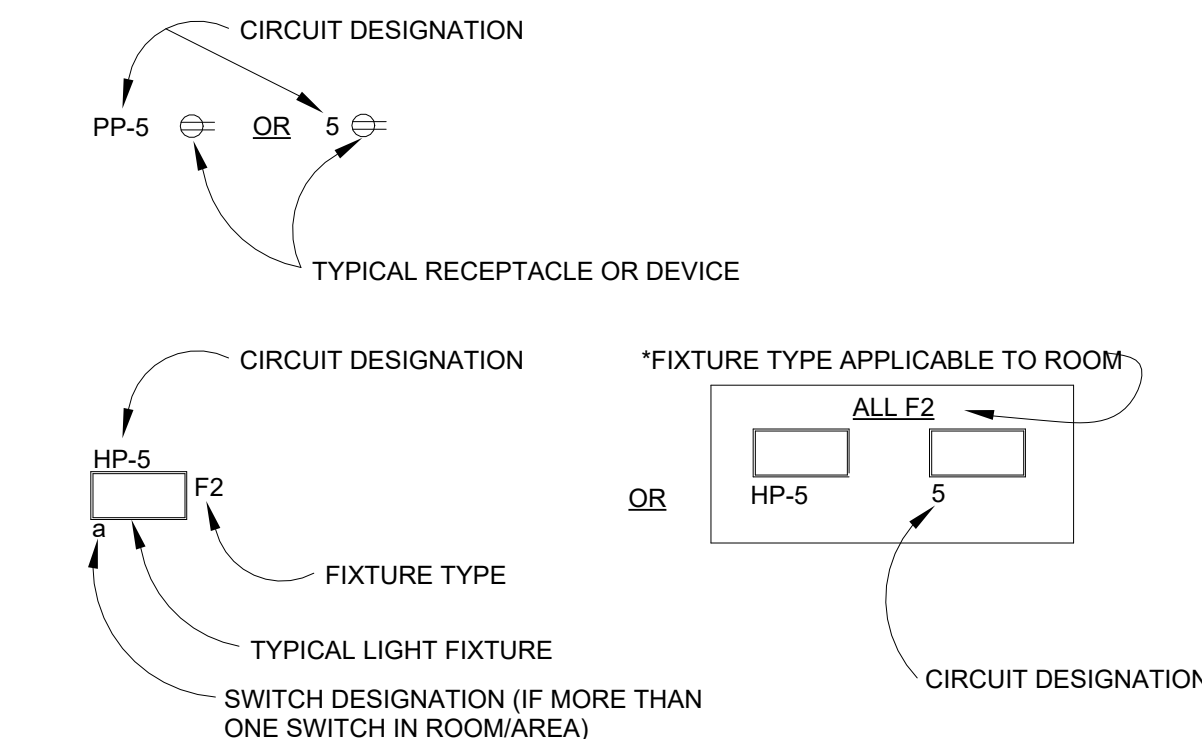
DIMMER SWITCH, ALL ON/ALL OFF/RAISE/LOWER, * INDICATES NUMBER OF ZONES

WALL-MOUNTED OCCUPANCY SENSOR WITH DUAL RELAYS FOR INBOARD/OUTBOARD SWITCHING

THREE WAY SWITCH (LOWERCASE SUBSCRIPT, IF SHOWN, INDICATES FIXTURE CONTROLLED)

FOUR WAY SWITCH (LOWERCASE SUBSCRIPT, IF SHOWN, INDICATES FIXTURE CONTROLLED)

TYPICAL CIRCUITING:



LITTLE

UNIVERSITY ARCHITECTURAL CONSULTING

410 Blackwell Street, Suite 10
Durham, NC 27701
(919) 474-2500

www.littleonline.com

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PROJECT TEAM
PRINCIPAL IN CHARGE
JACKIE TOMLIN
PROJECT MANAGER
MELISSA FORSBERG
DESIGN TEAM
D. FAISON

RC WILLIAMS BUILDING LOBBY

201 HAY STREET
FAYETTEVILLE, NC 28301

PROJECT NO.
5612301900

SHEET TITLE
ELECTRICAL COVERSHEET

SHEET NUMBER
E000

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B

A

SECTION 26 05 00 - COMMON WORK RESULTS FOR ELECTRICAL SYSTEMS

A. GENERAL:

- ELECTRICAL SYSTEMS FOR THE FOLLOWING APPLICATIONS, REFER TO INDIVIDUAL SPECIFICATION SECTIONS FOR DETAILED REQUIREMENTS:
 - POWER DISTRIBUTION
 - LIGHTING, INCLUDING EXIT AND EMERGENCY LIGHTING.
 - FIRE ALARM
- PROVIDE ALL WORK, EQUIPMENT, SERVICES, LABOR AND MATERIALS TO INSTALL COMPLETE AND FUNCTIONAL ELECTRICAL SYSTEMS AS DESCRIBED OR IMPLIED BY THE CONTRACT DOCUMENTS.
- LOCATIONS SHOWN FOR OUTLETS, EQUIPMENT, DEVICES AND OTHER COMPONENTS OF THE WORK ARE APPROXIMATE AND SHALL BE VERIFIED. MAINTAIN REQUIRED WORKING CLEARANCES AND IDENTIFY CONDITIONS THAT REQUIRE ADJUSTMENTS AND REPORT TO THE ENGINEER FOR RESOLUTION.
- REVIEW THE DOCUMENTS OF ALL TRADES AND COORDINATE ALL WORK TO AVOID CONFLICTS AND INTERFERENCES.
- WHERE THE WORD "PROVIDE" IS USED IN THESE SPECIFICATIONS IT MEANS TO FURNISH, INSTALL AND PLACE INTO OPERATION.
- VISIT THE SITE OF THE PROJECT AND BECOME FAMILIAR WITH EXISTING FIELD CONDITIONS. FAILURE TO MAKE A SITE VISIT TO VERIFY EXISTING WORK RELATED TO THE PROJECT SHALL NOT BE CAUSE FOR ADDITIONAL COST TO THE CONTRACT.

B. PRODUCTS

- SYSTEMS, PRODUCTS, AND STANDARDS ARE LISTED IN THE INDIVIDUAL SPECIFICATION SECTIONS WHICH FOLLOW.

C. QUALITY ASSURANCE

- ALL ELECTRICAL AND MECHANICAL, AND PLUMBING CONTRACTORS SHALL BE LICENSED WITHIN THE LOCAL NORTH CAROLINA JURISDICTION. THE SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED PERMITS AND CALLING FOR ALL INSPECTIONS.
- ALL WORK SHALL BE PERFORMED ACCORDING TO THE ADOPTED AND CURRENT EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC NFPA 70), NORTH CAROLINA ENERGY CONSERVATION CODE, NFPA 77 NATIONAL FIRE ALARM CODE, NORTH CAROLINA BUILDING CODE AND ALL OTHER APPLICABLE NATIONAL, STATE AND LOCAL ORDINANCES.
- ALL ELECTRICAL MATERIALS, DEVICES, APPLIANCES AND EQUIPMENT SHALL BE LABELED AND LISTED BY APPROVED THIRD PARTY TESTING AGENCY SUCH AS UNITED LABORATORIES (UL) AND ELECTRICAL TESTING LABORATORIES (ETL).

D. MATERIALS AND METHODS

- PROVIDE ALL CUTTING AND PATCHING. NECESSARY FOR PROPER INSTALLATION OF THE WORK, REPAIR ANY AND ALL DAMAGE TO EXISTING STRUCTURES AND FINISHED.
- PERFORM EXCAVATION AND BACKFILLING IN A SAFE MANNER THAT WILL NOT ENDANGER THE STABILITY OF ANY STRUCTURE. NO TRENCHING PARALLEL TO BUILDING WALLS SHALL BE DONE CLOSER THAN 6 FEET. PROVIDE NECESSARY SHORING FOR THE PROTECTION OF TRENCHES AND PERSONNEL. ALL SURPLUS EARTH SHALL BE REMOVED FROM THE SITE. RESTORE ALL WALKS, STREETS AND OTHER PAVED AREAS AND LANDSCAPING TO THEIR ORIGINAL CONDITIONS.
- LOCATE ALL EXISTING UTILITIES AND OTHER UNDERGROUND STRUCTURES IN THE PATH OF UNDERGROUND DUCT BANKS AND CONDUITS. PROVIDE A REPORT OF THE FINDINGS AN ADJUST PATHS TO AVOID INTERFERENCE WITH EXISTING STRUCTURES AND UTILITIES.
- EQUIPMENT ENCLOSURES PROVIDED SHALL MATCH THE INSTALLED CONDITIONS. ENCLOSURES IN OUTDOOR OR WET LOCATIONS SHALL BE RATED NEMA 3R. INDOOR EQUIPMENT SHALL BE RATED NEMA 1.
- INSPECT, EXERCISE, AND TEST EQUIPMENT TO VERIFY OPERATION. TESTING SHALL COMPLY WITH ALL NATIONAL, STATE AND LOCAL ORDINANCES AND NORMAL STANDARD OF CARE.

E. PERMITS, WARRANTIES AND INSPECTIONS

- ARRANGE AND PAY FOR ALL REQUIRED PERMITS AND INSPECTIONS. DELIVER ALL CERTIFICATES OF INSPECTIONS AND APPROVALS TO THE OWNER. NOTIFY OWNER AND ENGINEER OF ALL PLANNED INSPECTIONS AT LEAST SEVEN DAY PRIOR TO THE SCHEDULED INSPECTIONS.
- WARRANT ALL EQUIPMENT, MATERIALS AND WORKMANSHIP REQUIRED BY THE CONTRACT TO BE FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FOLLOWING FINAL ACCEPTANCE BY THE OWNER. IF ANY WORK IS FOUND TO BE DEFECTIVE DURING THE WARRANTY IS SHALL BE REPAIRED AT NO COST TO THE OWNER, EXCEPTIONS:
 - WARRANTY FOR INTERIOR AND EXTERIOR LED LIGHTING SHALL BE FIVE YEARS.

F. UTILITIES

- THE REGULATIONS OF THE SERVING UTILITY SHALL GOVERN SERVICE CONNECTIONS AND METERING PROVISIONS. FULLY COORDINATE WITH THE SERVING UTILITY TO PROVIDE ELECTRICAL SERVICE TO THE FACILITY. OBTAIN AND FOLLOW SERVICE EQUIPMENT, CONNECTION AND INSTALLATION REQUIREMENTS.

G. SUBMITTALS

- DELIVER SHOP DRAWINGS AND OTHER SUBMITTALS TO THE OWNERS REPRESENTATIVE IN QUANTITIES AS DIRECTED BY THE ARCHITECT OR PROJECT REQUIREMENTS COMPLETELY DESCRIBING PRODUCTS AND MATERIALS PROPOSED TO BE FURNISHED. SUBSTITUTIONS WILL BE JUDGED AND REJECTED OR ACCEPTED ON THE BASIS OF OWNERSHIP VALUES AND MEETING PROJECT REQUIREMENTS.
- SUBMIT FOR REVIEW ALL REQUESTED PROJECT DATA, SHOP DRAWINGS, SAMPLES, DATA SHEETS, BULLETINS, BILL OF MATERIALS REQUIRED BY THE CONTRACT AND TO COMPLETELY DESCRIBE PRODUCTS BEING PROVIDED. CATALOG NUMBERS CONTAINED IN THE SPECIFICATIONS AND CONTRACT DOCUMENTS ESTABLISH A STANDARD FOR THE TYPE, GENERAL DESIGN, AND QUALITY OF THE PRODUCT REQUIRED. OTHER PRODUCTS OF EQUAL QUALITY WILL BE CONSIDERED WHERE THEY FIT WITHIN SPACES REQUIRED AND MEET ALL OTHER PROJECT REQUIREMENTS AT THE DISCRETION OF THE ENGINEER AND OWNER.
- PROVIDE SUBMITTALS FOR THE FOLLOWING ITEMS AND SYSTEMS:
 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES.
 - WIRING DEVICES.
 - INTERIOR LIGHTING
 - EMERGENCY AND EXIT LIGHTING
 - FIRE ALARM SYSTEM
- SUBMITTALS SHALL CONTAIN PRODUCT DATA SHEETS; DIMENSIONED PLANS, ELEVATIONS, SECTIONS AND DETAILS, SCHEDULES, AND BILL OF MATERIALS THAT PROVIDE CONFIRMATION OF REQUIREMENTS. PRODUCT DATA SHEETS SHALL BE SPECIFICALLY MARKED UP TO SHOW ACTUAL PRODUCTS PROVIDED ALONG WITH SPECIFIC OPTIONS AND RATINGS. GENERAL.
- SUBMITTALS SHALL BE APPROVED PRIOR TO ORDERING EQUIPMENT, MATERIALS AND DEVICES RELATED TO THE SUBMITTALS. FAILURE TO OBTAIN APPROVAL THAT RESULTS IN CHANGE DURING REVIEW AND APPROVAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- KEEP A SET OF RECORD DRAWINGS TO MARK UP AS-BUILT CONDITIONS FOR THE PROJECT. RECORD ALL REVISIONS, FIELD CONDITION ADJUSTMENTS, EQUIPMENT RATING ADJUSTMENTS AND ALL CHANGES TO THE ORIGINAL CONSTRUCTION DOCUMENTS. SUBMIT RECORD DRAWINGS TO THE ARCHITECT FOR RECORD PURPOSES.

SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

A. PROJECT INCLUDES

- WIRES CABLES AND CONNECTORS FOR POWER, LIGHTING, SIGNAL, CONTROL AND RELATED SYSTEMS RATED 600 VOLTS AND LESS.

B. QUALITY ASSURANCE

- COMPLY WITH NATIONAL ELECTRICAL CODE; UL 4, 83, 486A, 486B AND 854; NEMA/IEC A WC-5, WC07 AND WC-8; IEEE 82.

C. PRODUCTS

1. WIRE COMPONENTS:

- CONDUCTORS FOR POWER AND LIGHTING CIRCUITS: SOLID CONDUCTORS FOR #10 AWG AND SMALLER; STRANDED CONDUCTORS FOR #6 AWG AND LARGER.
- CONDUCTOR MATERIAL: SOFT DRAWN 99% CONDUCTIVITY COPPER MINIMUM SIZE #12 FOR POWER AND LIGHTING CIRCUITS. MINIMUM INSULATION RATING OF 600 VOLTS.
- INSULATION FOR SERVICE ENTRANCE CONDUCTORS AND UNDERGROUND CONDUCTORS: XHHW.
- INSULATION FOR ALL OTHER APPLICATIONS: THHN/THWN-2

D. EXECUTION

- PROVIDE A SEPARATE NEUTRAL CONDUCTOR FOR EACH BRANCH CIRCUIT PHASE CONDUCTOR. MULTIWIRED BRANCH CIRCUITS WITH A SINGLE NEUTRAL IS NOT ALLOWED UNLESS SPECIFICALLY SHOWN. IN SUCH CASE, THE MULTIWIRED BRANCH CIRCUIT MUST BE SERVED FROM A MULTIPOLAR CIRCUIT BREAKER THAT DISCONNECTS ALL PHASE CONDUCTORS WHEN OPERATED.
- ALL WIRING SHALL BE INSTALLED IN CONDUIT AND TESTED FOR CONTINUITY AND FAULTS PRIOR TO ENERGIZING.
- ALL WIRING SHALL BE COLOR CODED WITH SOLID COLOR INSULATION OR SOLID COLOR COATING.
- MC CABLE IS PERMITTED FOR FINAL CONNECTIONS TO LIGHT FIXTURES, EQUIPMENT AND DEVICES IN LENGTHS NOT EXCEEDING SIX FEET.
- ALL CURRENT CARRYING PHASE CONDUCTORS AND NEUTRAL CONDUCTORS SHALL BE TESTED AS INSTALLED, AND BEFORE CONNECTIONS ARE MADE. FOR INSULATION RESISTANCE AND ACCIDENTAL GROUND. THIS SHALL BE DONE WITH A 500 VOLT MEGGER. THE PROCEDURES LISTED BELOW SHALL BE FOLLOWED:
 - MINIMUM READINGS SHALL BE ONE MILLION OR MORE OHMS FOR #6 AWG OR SMALLER AND 250,000 OHMS OR MORE FOR #8 AWG OR LARGER BETWEEN CONDUCTORS AND BETWEEN CONDUCTORS AND THE GROUNDING CONDUCTOR.
 - AFTER ALL DEVICES AND EQUIPMENT ARE INSTALLED AND ALL CONNECTIONS COMPLETED TO EACH PANEL, DISCONNECT THE NEUTRAL BAR AND TAKE A MEGGER READING BETWEEN THE BAR AND THE GROUNDING ENCLOSURE. IF THIS READING IS LESS THAN 250,000 OHMS, THE CONTRACTOR SHALL DISCONNECT THE BRANCH CIRCUIT NEUTRAL WIRES FROM THE NEUTRAL BAR AND TEST EACH ONE SEPARATELY TO THE PANEL UNTIL THE LOW READINGS ARE FOUND. CORRECT THE ISSUES WITH THE CONDUCTORS, RECONNECT, AND RETEST UNTIL A VALUE OF 250,000 OHMS IS ACHIEVED BETWEEN THE MAIN PANEL NEUTRAL BAR AND THE GROUNDING PANEL. CAN BE ACHIEVED WITH THE FEEDER NEUTRAL DISCONNECTED.
 - IF REQUESTED FURNISH A MEGGER AND SHOW THE ENGINEER AND/OR OWNER REPRESENTATIVE THAT THE PANES COMPLY. ALSO FURNISH AND CLAMP-ON AMMETER AND A VOLT METER TO TAKE CURRENT AND VOLTAGE READINGS.

SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

A. PRODUCTS:

- CONDUCTORS:
 - SOLID COPPER CONDUCTORS: ASTM-B3
 - STRANDED COPPER: ASTM-B8
 - GROUNDING EQUIPMENT: COMPLY WITH UL 467.
 - BONDING CABLE: 28 KCMIL, 14 STRANDS OF #17 AWG CONDUCTOR, 1/4" IN DIAMETER.
 - BONDING CONDUCTOR: NO. 4 OR NO. 6
 - BONDING JUMPER: COPPER TAPE, BRAIDED CONDUCTORS TERMINATED WITH COPPER FERRULES 1/8" WIDE AND 1/16" THICK.
- CONNECTORS:
 - BOLTED CONNECTORS FOR CONDUCTORS AND PIPES, COPPER OR COPPER ALLOW.
 - WELDED CONNECTORS: EXOTHERMIC WELDING KITS OF TYPES RECOMMENDED BY KIT MANUFACTURER FOR MATERIALS ARTERIALS BEING JOINED AND INSTALLATION CONDITIONS.
 - BUS BAR CONNECTORS: MECHANICAL TYPE, CAST SILICON BRONZE, SOLDERLESS COMPRESSION TYPE WIRE TERMINALS, AND LONG BARREL, TWO-SOLT CONNECTION TO GROUND BAR.

B. EXECUTION

- FURNISH AND INSTALL A COMPLETE GROUNDING SYSTEM ACCORDING TO NFPA 70 (NEC), STATE, AND LOCAL CODES AND ORDINANCES.
- THE CONDUIT AND NEUTRAL CONDUCTORS OF THE ELECTRICAL SYSTEM SHALL BE GROUNDED. PROVIDE GROUND CONDUCTOR IN ALL RACEWAYS. THE GROUNDING SYSTEM AND THE NEUTRAL SHALL ONLY BE BONDED TOGETHER AT THE SERVICE ENTRANCE EQUIPMENT. REFER TO ARTICLE 250 OF THE NEC AND PROVIDE ALL REQUIREMENTS FOR GROUNDING AT THE SERVICE.
- ALL ENCLOSURES AND NON-CURRENT CARRYING METAL PARTS OF THE ELECTRICAL SYSTEM SHALL BE GROUNDED. THE CONDUIT SYSTEM SHALL BE ELECTRICALLY CONTINUOUS. ALL LOCKNUTS MUST CUT THROUGH ENAMELED, PLATED OR PAINTED SURFACE ON ENCLOSURES.

C. TESTS AND INSPECTIONS

- PERFORM AFTER INSTALLING GROUNDING SYSTEM BUT BEFORE PERMANENT ELECTRICAL CIRCUITS HAVE BEEN ENERGIZED. TEST FOR COMPLIANCE WITH REQUIREMENTS.
- INSPECT PHYSICAL AND MECHANICAL CONDITIONS. VERIFY TIGHTNESS OF BOLTED ELECTRICAL CONNECTIONS WITH A CALIBRATED TORQUE WRENCH ACCORDING TO MANUFACTURERS WRITTEN INSTRUCTIONS.
- GROUNDING SYSTEM SHALL BE CONSIDERED DEFECTIVE IF IT DOES NOT PASS TEST AND INSPECTIONS. REPAIR ISSUES PRIOR TO RELEASING FOR FINAL.
- PREPARE AND SUBMIT TEST AND INSPECTION REPORTS.

SECTION 26 05 33 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

A. PROJECT INCLUDES

- ELECTRICAL CONDUIT, TUBING, SURFACE RACEWAYS, AND BOXES FOR ELECTRICAL POWER AND SIGNAL DISTRIBUTION.

B. PRODUCTS

- WIRING METHODS:
 - EXPPOSED INDOOR WIRING: ELECTRICAL METALIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC).
 - CONCEALED INDOOR WRING: EMT
 - EXPPOSED OUTDOOR WIRING: RMC OR IMC.
 - OUTDOOR WIRING IN COVERED SPACES SUCH AS CANOPIES AND PARKING GARAGES: RMC OR IMC.
 - UNDERGROUND WIRING: RIGID NON-METALIC CONDUIT (RNC)
 - CONNECTION TO VIBRATING EQUIPMENT: FLEXIBLE METAL CONDUIT (FMC) USE LIQUID TIGHT FMC OUTDOORS AND WHERE SUBJECT TO MOISTURE.
- METAL CONDUIT AND TUBING:
 - RMC: STEEL: ANSI C80.1
 - IMC: STEEL: UL 1242
 - EMT AND FITTINGS: ANSI C80.3, STEEL COMPRESSION TYPE FITTINGS, CONNECTORS SHALL HAVE INSULATED THROATS.
 - FMC: UL 1 ZINC COATED STEEL.
 - LIQUID TIGHT FMC AND FITTINGS: UL 360.
- RACEWAY AND ACCESSORY MATERIALS:
 - CONDUIT BODIES: NEC REQUIREMENTS.
 - WIREWAYS: NEC REQUIREMENTS AND AS NOTED ON PLAN.
- NON METALIC CONDUIT:
 - RMC: NEMA TC 2 AND UL 651, SCHEDULE 40 OR 80 PVC.
- BOXES AND FITTINGS:
 - PULL AND JUNCTION BOXES: UL 50, STEEL BOXES
 - METAL OUTLET, DEVICE AND SMALL WIRING BOXES: UL 514A AND OS 1, OUTLET BOXES IN INTERIOR DRY LOCATIONS SHALL BE SHEET STEEL, NON-SEGMENTED WITH KNOCKOUTS. PROVIDE MINIMUM 4" SQUARE x 1.5" DEEP. MULTIGANG BOXES SHALL BE OF SINGLE PIECE CONSTRUCTION, PROVIDE WALL RINGS WHERE APPLICABLE TO MEET REQUIREMENTS. USE CAST METAL BOXES IN EXTERIOR OR INTERIOR WET LOCATIONS WITH WEATHER PROOF COVERS.

C. EXECUTION

- CONDUITS, RACEWAYS AND OTHER ELECTRICAL PATHWAYS SHALL BE SECURELY FASTENED TO THE BUILDING STRUCTURE USING CLAMPS, STRAPS, TRAPEZE HANGERS, EXPANSION ANCHORS, TOGGLE BOLTS, THREADED RODS IN AN APPROVED MANNER. POWER ACTUATED FASTENERS ARE ONLY PERMITTED WHERE APPROVED BY ENGINEER AND ARCHITECT. ALL ELEMENTS OF THE RACEWAYS SYSTEM SHALL SUPPORTED INDEPENDENTLY FROM SUSPENDED CEILINGS. DO NOT SUPPORT RACEWAYS SYSTEM COMPONENTS FROM EQUIPMENT, DUCTWORK, PIPING AND OTHER ELEMENTS FROM OTHER TRADES.
- ALL SUPPORTS SHALL BE THE TYPE MANUFACTURED FOR THE PURPOSE.
- PROVIDE PULL STRINGS IN ALL EMPTY CONDUITS.
- SEAL ALL CONDUITS PENETRATIONS THROUGH FIRE-RATED FLOORS AND WALLS USING UL LISTED RATED SEALS AND ASSEMBLIES.
- BOXES INSTALLED IN FRAMED WALL CONSTRUCTION SHALL BE SUPPORTED FROM BOTH SIDES FROM ATLEAST TWO FRAMING MEMBERS.

SECTION 26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS.

A. PROJECT INCLUDES:

- IDENTIFICATION FOR EQUIPMENT.
- IDENTIFICATION FOR RECEPTACLES
- ARC FLASH WARNING LABELS

B. QUALITY ASSURANCE

- COMPLY WITH NFPA 70, ASME A13.1

C. PRODUCTS

- PROVIDE NEW TYPEWRITTEN DIRECTORIES FOR PANELBOARDS, IDENTIFY BRANCH CIRCUITS ACCORDING TO NEC 408.4. PROVIDE ACTUAL EQUIPMENT NAMES TO MATCH CONSTRUCTION DOCUMENTS. INCLUDE ROOM NAMES AND AREAS TO DESCRIBE CIRCUITS AND DEVICE TYPES SERVED
- PROVIDE LAMINATED MACHINE ENGRAVED LABELS FOR EQUIPMENT. PANELBOARD LABELS SHALL INCLUDE FEEDER SOURCE, VOLTAGE/PHASE, PANELBOARD NAME WITH MINIMUM 3/8" HIGH LETTERS. EQUIPMENT SUCH AS DISCONNECTS AND STARTERS SHALL INCLUDE PANEL AND CIRCUIT NUMBERS MINIMUM 1/4" HIGH LETTERS.
- RECEPTACLES SHALL BE LABELED WITH PANEL AND CIRCUIT NUMBER INCLUDING RECEPTACLES IN POWERED WORK STATION FURNITURE. LASER ENGRAVED LABELS WITH MINIMUM 1/8" HIGH LETTERS.
- ARC FLASH LABELS SHALL BE PROVIDED WITH SELF-ADHESIVE THERMAL TRANSFER VINYL LABELS THAT COMPLY WITH NFPA 70E AND ANSI Z535.4.

SECTION 27 05 33 PATHWAYS FOR COMMUNICATIONS SYSTEMS

A. PROJECT INCLUDES

- PROVIDE A COMPLETE SYSTEM OF EMPTY RACEWAYS, OUTLET BOXES AND OTHER PATHWAYS AS SPECIFIED HEREIN AND SHOW, DETAILED AND NOTED ON THE PLANS TO SUPPORT OWNER FURNISHED VOICEMAIL, AUDIO VISUAL, AND SECURITY SYSTEMS CABLEING.
- INSTALLATION OF CABLE AND EQUIPMENT WILL COINCIDE WITH THIS WORK. COORDINATE ALL ASPECTS OF THE INSTALLATION OF POWER AND PATHWAYS WITH THE SYSTEM INSTALLER.

B. QUALITY ASSURANCE

- COMPLY WITH NFPA 70 "NATIONAL ELECTRICAL CODE"

C. PRODUCTS

- COMPLY WITH SECTION 26 05 33 "RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS" ACCEPT AS FURTHER NOTED.

D. OUTLET BOXES

- OUTLET BOXES SHALL BE MINIMUM 4" SQUARE x 2-1/8" DEEP WITH SINGLE GANGED OPENING FOR AV AND DATA OUTLETS.
- MOUNT FLUSH IN WALL WHEREVER POSSIBLE.
- PROVIDE MINIMUM 1" EMPT CONDUITS STUB OUT TO ABOVE A NEARBY ACCESSIBLE CEILING SPACE.

SECTION 26 27 26 - WIRING DEVICES

A. PROJECT INCLUDES

- WIRING DEVICES FOR ELECTRICAL SERVICE

B. QUALITY ASSURANCE

- COMPLIANCE WITH NATIONAL ELECTRICAL CODE AND NEMA WD 1, UL.

C. PRODUCTS

- ACCEPTABLE MANUFACTURERS: COOPER, HUBBELL, LEVITON, PASS & SEYMOUR
- WIRING DEVICES AND COMPONENTS
 - DUPLEX RECEPTACLES: UL 48B AND NEMA WD 1, NEMA 5-20R INDUSTRIAL GRADE DEVICES.
 - PROVIDE INDUSTRIAL GRADE RECEPTACLES OF OTHER NEMA CONFIGURATIONS TO MATCH APPLICATION.
 - GROUND FAULT INTERRUPTER RECEPTACLES: DUPLEX RECEPTACLES WITH INTEGRAL GROUND FAULT CIRCUIT INTERRUPTER.
 - TAMPER RESISTANT RECEPTACLES: TWO POLE, THREE WIRE, AND SELF-GROUNDING WITH INTEGRAL SHUTTERS THAT OPERATE ONLY WHEN A PLUG IS INSERTED IN THE RECEPTACLE. THE RECEPTACLES SHALL BE FACTORY MARKED TO INDICATE THAT IT IS A TAMPER RESISTANT RECEPTACLE.
 - SNAP SWITCHES: SILENT TOGGLE SWITCH TYPE, INDUSTRIAL GRADE IN SINGLE WAY, TWO-WAY AND THREE-WAY CONFIGURATIONS.
 - WALL PLATES: SINGLE AND COMBINATION TYPE. STAINLESS STEEL TYPE 302, SATIN FINISH UNLESS OTHERWISE NOTED. CONFIRM AT SUBMITTAL PROCESS.
 - CONFIRM DEVICE COLOR IN SUBMITTALS.

D. EXECUTION

- COORDINATE DEVICE FINISH AND PLATE MATERIAL AND TYPE WITH ARCHITECT DURING THE SUBMITTAL PROCESS. WHERE DEVICES ARE REUSED, REPLACE DEVICES/COVERPLATES TO MATCH NEW DEVICE/COVERPLATE FINISH AS REQUIRED.
- INSTALL DEVICES WITH THE GROUND PIN UP FOR VERTICALLY INSTALLED DEVICES AND GROUND PIN TO THE RIGHT FOR HORIZONTALLY INSTALLED DEVICES.
- CONFIRM RECEPTACLE CONFIGURATIONS AND RATINGS FOR DEVICES DEDICATED FOR SPECIFIC EQUIPMENT CONNECTIONS.

SECTION 26 28 16 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

A. ACCEPTABLE MANUFACTURERS: EATON, ABB AND SIEMENS

- ENCLOSED SWITCHES SHALL BE THE SIZE INDICATED ON DRAWINGS. FUSIBLE OR NON-FUSIBLE WITH ENCLOSURES SUITABLE FOR THE ENVIRONMENT OR WHERE SPECIFICALLY NOTED OTHERWISE. SWITCHES SHALL BE HEAVY DUTY TYPE WITH QUICK MAKE, QUICK BREAK MECHANISMS.

- ENCLOSED SWITCHES SHALL BE RATED FOR THE HORSEPOWER REQUIREMENTS FOR THE APPLICATION AND SHALL HAVE AN INTERLOCK BETWEEN OPERATING MECHANISM TO PREVENT OPENING THE DOOR WITH THE SWITCH IN THE "ON" POSITION. PROVIDE GROUNDING AND WHERE APPLICABLE NEUTRAL PROVISIONS TO SUIT APPLICATIONS. PROVIDE AUXILIARY CONTACTS WHERE REQUIRED FOR APPLICATION.

SECTION 26 51 19 - INTERIOR LIGHTING

A. PROJECT INCLUDES

- INTERIOR LIGHTING FIXTURES, LAMPS, DRIVERS, EMERGENCY LIGHTING UNITS
- ALL NECESSARY ACCESSORIES FOR A COMPLETE OPERATING ASSEMBLY.
- FRAMING AND SUPPORT TO MATCH CEILING CONSTRUCTION.

B. QUALITY ASSURANCE

- COMPLY WITH NECA/NECA 500, 502
- COMPLY WITH UL 1570, UL 1598, UL 8750
- COMPLY WITH IESNA LM-79, IESNA LM-80
- SUBMITTALS SHALL INCLUDE DATA SHEETS CLEARLY MARKED TO SHOW PROJECT SPECIFIC RATINGS AND ACCESSORIES, DIMENSIONAL DATA AND OPTIONS. PROVIDE LAYOUT DRAWINGS FOR COVE LIGHTING, CONTINUOUS SUSPENDED PATTERNS AND NEON LIGHTING.

C. PRODUCTS

- REFER TO LIGHTING FIXTURE SCHEDULE
 - LED FIXTURES COMPLY WITH UL 1570
 - POWER FACTOR GREATER THAN 90%
 - TOTAL HARMONIC DISTORTION LESS THAN 20%
 - INTEGRAL DRIVER W WHEREVER POSSIBLE: 2.5 KV SURGE PROTECTION
 - RATED LAMP LIFE OF 50,000 AT L70.
 - EXIT SIGNS: UL 924, SELF-POWERED BATTERY TYPE
 - EMERGENCY LIGHTING UNITS: UL 924
 - DO NOT SHARE NEUTRALS ON LED LIGHTING CIRCUITS. DO NOT LOAD LED LIGHTING CIRCUITS TO MORE THAN 60%.

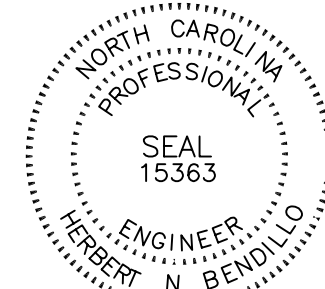
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Durham, NC 27701
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ISSUE FOR
PERMIT SET

ISSUE DATE
05.22.26

REVISIONS
NO. REASON DATE

PROJECT TEAM

PRINCIPAL IN CHARGE
JACKIE TOMLIN

PROJECT MANAGER
MELISSA FORSBERG

DESIGN TEAM
D. FAISON

PROJECT NAME

RC WILLIAMS BUILDING
LOBBY

201 HAY STREET
FAYETTEVILLE, NC 28301

PROJECT NO.

5612301900

SHEET TITLE

ELECTRICAL
SPECIFICATIONS

SHEET NUMBER

E001

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F

E

D

C

B

A

1A OVERALL PLAN - LEVEL 01
E110 3/16" = 1'-0"



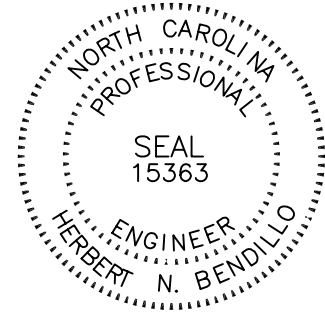
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PROJECT MANAGER
MELISSA FORSBERG
DESIGN TEAM
D. FAISON

PROJECT NAME
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LOBBY
201 HAY STREET
FAYETTEVILLE, NC 28301

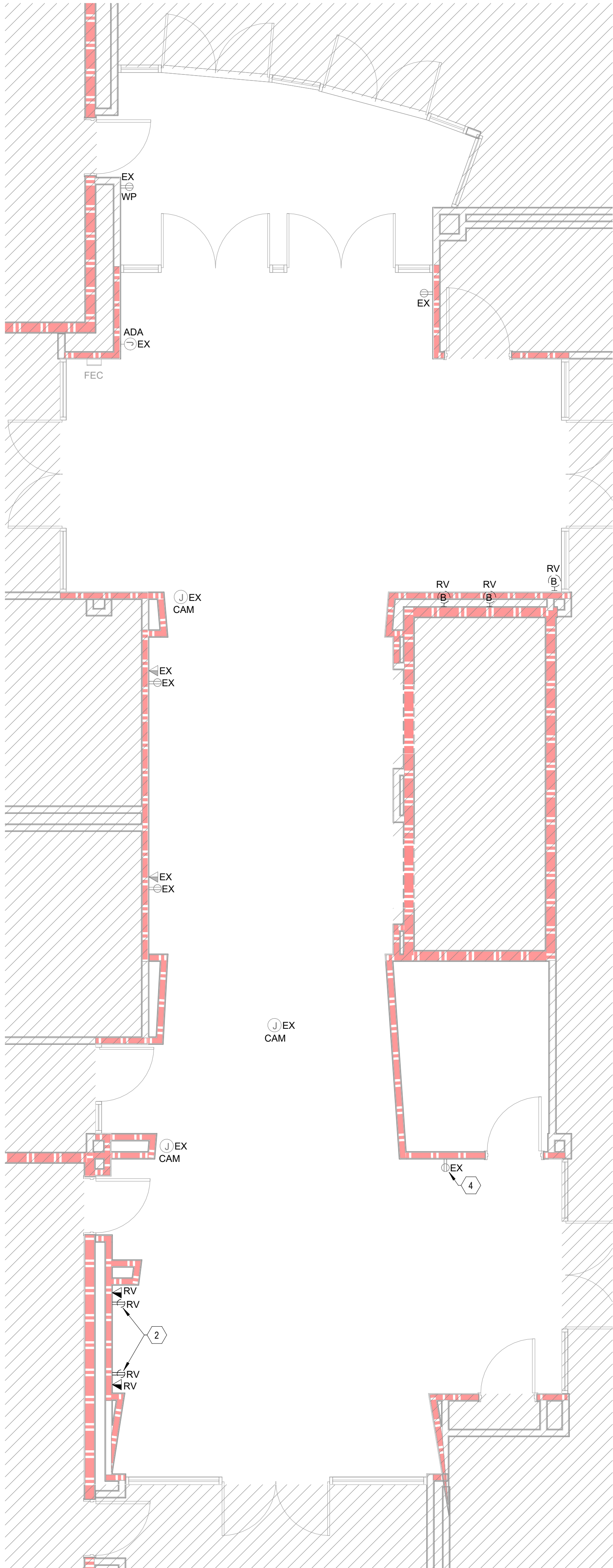
PROJECT NO.
5612301900

SHEET TITLE
OVERALL PLAN - LEVEL 01

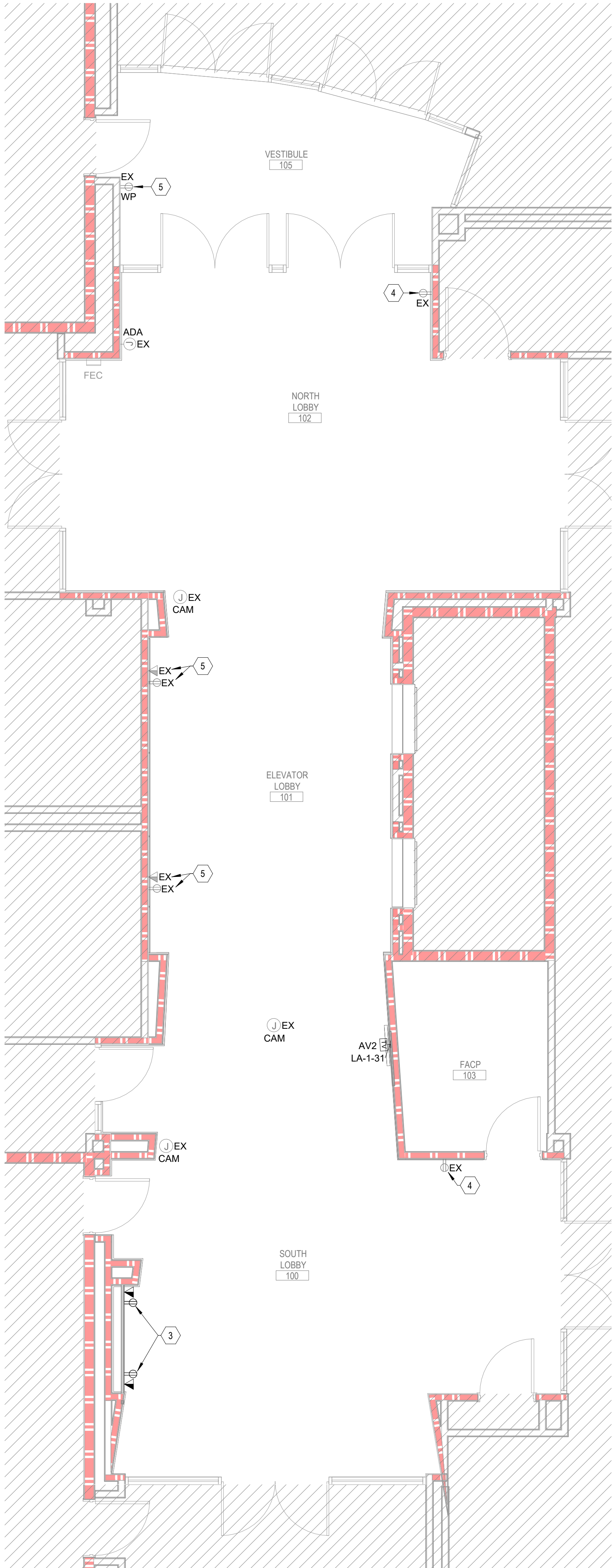
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3A POWER DEMOLITION PLAN - LEVEL 01
E111 1/4" = 1'-0"



5A POWER PLAN - LEVEL 01
E111 1/4" = 1'-0"

KEY NOTES

- 1 ALL EQUIPMENT AND PANELS IN ROOM ARE EXISTING TO REMAIN.
- 2 PROVIDE SEPARATE JUNCTION BOXES FOR NEW POWER/DATA SHOWN ON NEW WORK PLAN.
- 3 CONNECT RECEPTACLES TO EXISTING CIRCUITS PREVIOUSLY SERVING DEVICES ON WALL. PROVIDE BLACK FACEPLATES AND RECEPTACLE.
- 4 REPLACE EXISTING FACEPLATE AND RECEPTACLE TO BE BLACK WITH BLACK FACEPLATE.
- 5 REPLACE EXISTING DEVICES WITH WHITE FACEPLATES AND WHITE DEVICES TO MATCH WALL FINISH.

GENERAL SHEET NOTES

- A. MAINTAIN CIRCUITRY OF ALL EXISTING OUTLETS TO REMAIN, UNLESS INDICATED OTHERWISE. PROVIDE ALL NECESSARY SUPPLEMENTAL WIRING AND CONDUIT AS REQUIRED.
- B. WHERE EXISTING CIRCUITRY IS REUSED, CONTRACTOR SHALL VERIFY LOAD DOES NOT EXCEED 1,920 VA @ 120V (OR 4,432 VA @ 277V).
- C. CONTRACTOR SHALL REUSE EXISTING BACKBOXES, CONDUIT AND WIRING TO FURTHEST EXTENT PRACTICAL. SUPPLEMENT WHERE NEEDED.
- D. ALL NEW RECEPTACLES AND TELEPHONE/DATA OUTLETS SHALL BE FLUSH-MOUNTED. ALL NEW CONDUIT AND RACEWAY SHALL BE CONCEALED. PROVIDE CUTTING AND PATCHING AS REQUIRED. VERIFY EXTENT OF NEW AND EXISTING PARTITIONS WITH ARCHITECTURAL DRAWINGS.
- E. CONTRACTOR TO VERIFY ALL TELE/DATA LOCATIONS WITH OWNER. PRIOR TO ROUGH-IN. ALL TELE/DATA CABLES TO BE IN CONDUIT.
- F. DEVICES AND EQUIPMENT LABELED "EX" ARE EXISTING TO REMAIN. WHERE AFFECTED BY CEILING WORK, PRESERVE AND REINSTALL AT THE SAME LOCATION.

RATED WALL LEGEND

FIRE WALLS

- 3-HR FIRE WALL
- 2-HR FIRE WALL

FIRE BARRIERS

- 3-HR FIRE BARRIER
- 2-HR FIRE BARRIER
- 1-HR FIRE BARRIER

FIRE AND SMOKE BARRIER

- 2-HR FIRE AND SMOKE BARRIER

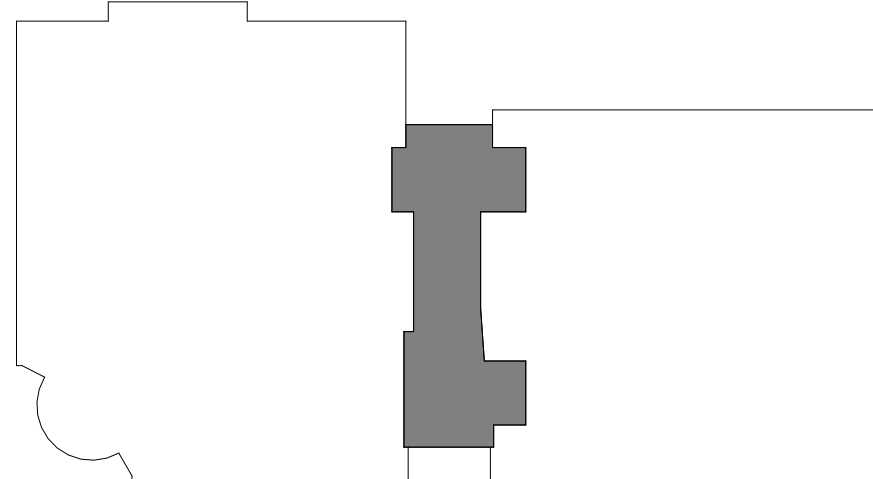
FIRE PARTITIONS

- 1-HR FIRE PARTITION
- 5-HR FIRE PARTITION

SMOKE BARRIER

- 1-HR SMOKE BARRIER
- SMOKE PARTITION

KEY PLAN



NOT TO SCALE

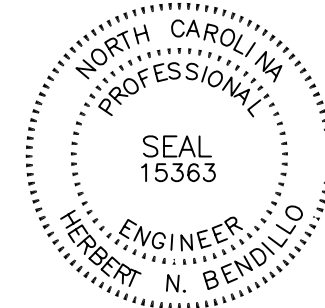
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PROJECT MANAGER
MELISSA FORSBERG

DESIGN TEAM
D. FAISON

PROJECT NAME
RC WILLIAMS BUILDING LOBBY

201 HAY STREET
FAYETTEVILLE, NC 28301

PROJECT NO.
5612301900

SHEET TITLE
POWER PLAN - LEVEL 01

SHEET NUMBER
E111

GENERAL SHEET NOTES

- A.** CONTRACTOR SHALL REUSE EXISTING CONDUIT AND WIRING TO FURTHEST EXTENT PRACTICAL. SUPPLEMENT WHERE NEEDED.
- B.** ALL EXIST SIGNS AND NIGHT LIGHTS (NLI) SHALL BE ON UNSWITCHED "HOT" LINES SERVING THE AREA. CONNECTED AROUND OR THROUGH THE EXISTING ELECTRICAL PANELS TO CONNECT EXISTING FIXTURES TO REMAIN OR TO BE RELOCATED TO NEAREST 277V EMERGENCY CIRCUIT IN SAME ROOM.
- C.** WHERE EXISTING CIRCUITRY IS REUSED, CONTRACTOR SHALL VERIFY EXISTING LOAD DOES NOT EXCEED 1,920 VA @ 120V (OR 4,800 VA @ 277V).
- D.** ALL LIGHT SWITCHES SHOWN ARE NEW, UNLESS NOTED OTHERWISE. REUSE EXISTING BACKBOXES, CONDUIT, AND WIRING WHERE PRACTICAL.
- E.** ALL NEW WIRING DEVICES SHALL BE RECEIVED IN NEW OR EXISTING WALLS AS INDICATED. ALL CONDUIT SHALL BE CONCEALED. SHOWING CUTTING AND PARTITIONS TO BE DISBURBED. VARIOUS EXTENT OF NEW EXISTING PARTITIONS WITH ARCHITECTURAL DRAWINGS.
- F.** ALL EXIST SIGNS SHALL BE INSTALLED AS PER NPFA. WALL MOUNTED EXIST SIGNS SHALL BE MOUNTED SO THAT THE BOTTOM OF THE SIGN IS 10" CLEAR OF THE DOOR LITE/L OR FINISHED DOOR TRIM. WHERE WALL MOUNTING AFFORDS FIRE RATING OF THE AREA (SUCH AS STAIR ENCLOSURES), EXIST SIGN SHALL BE MOUNTED TO THE CEILING. EXIST SIGN SHALL BE MOUNTED TO THE GRESS PLANT OR ABOVE THE MINIMUM HEADROOM HEIGHT.

RATED WALL LEGEND

FIRE WALLS

3-HR FIRE WALL
1000 1000 1000

2-HR FIRE WALL
750 750 750

FIRE BARRIERS

3-HR FIRE BARRIER
1000 1000 1000

2-HR FIRE BARRIER
750 750 750

1-HR FIRE BARRIER
500 500 500

FIRE AND SMOKE BARRIER

2-HR FIRE AND SMOKE BARRIER
1000 1000 1000

FIRE PARTITIONS

1-HR FIRE PARTITION
500 500 500

5-HR FIRE PARTITION
1000 1000 1000

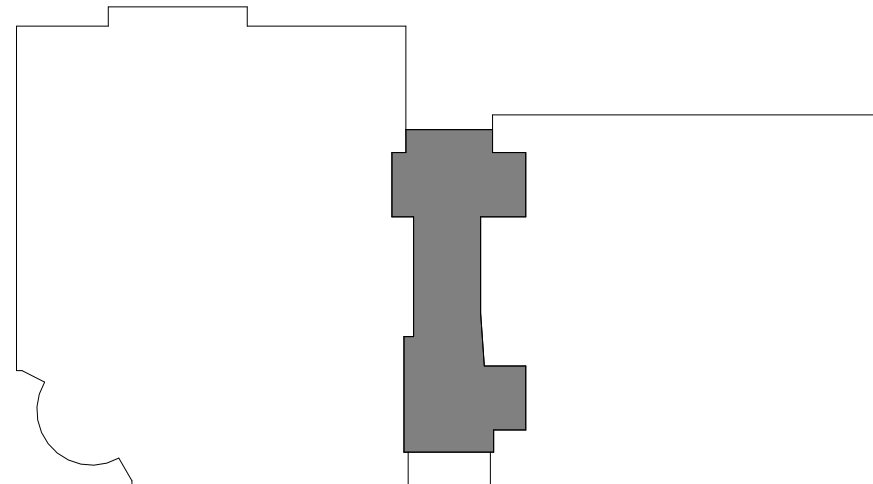
SMOKE BARRIER

1-HR SMOKE BARRIER
1000 1000 1000

SMOKE PARTITION

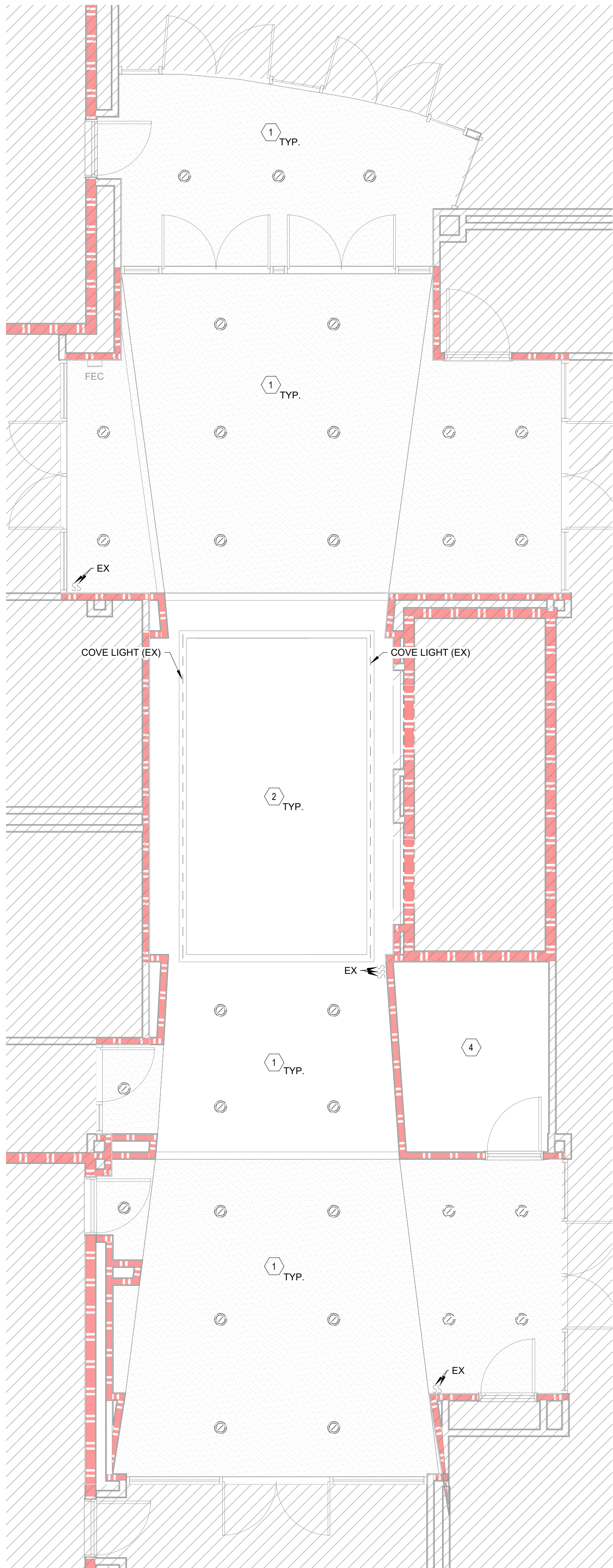
SMOKE PARTITION
1000 1000 1000

KEY PLAN

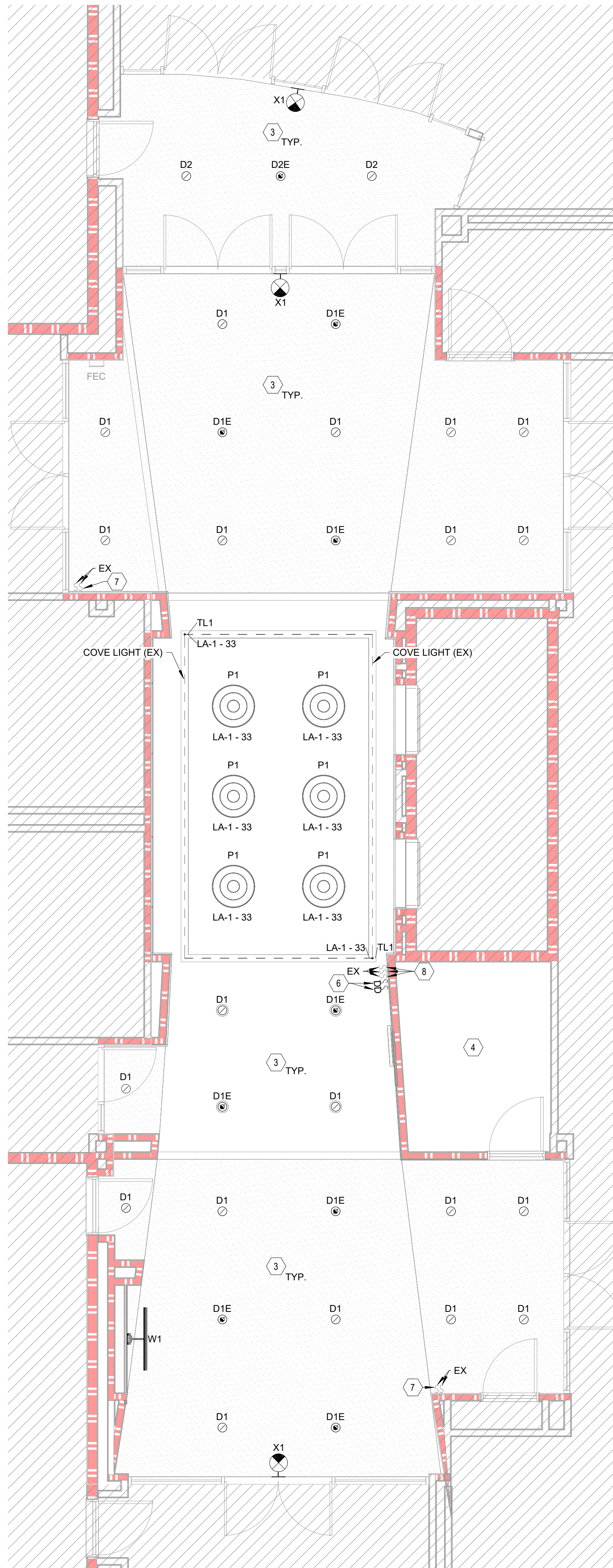


NOT TO SCALE

LIGHTING FIXTURE SCHEDULE												
TYPE	DESCRIPTION	MANUFACTURER	SERIES	LIGHT DISTRIBUTION	COLOR TEMPERATURE	LUMENS	DRIVER	VOLT	APPARENT LOAD	MOUNTING	COMMENTS	
D1	6" RECESSED DOWNLIGHT	LITHONIA	LBRE-AL02-35K-AR-LSS-MWD-MVOLT-UJGZ	DIRECT	3500 K	1000 lm	0-10V DIMMING	277 V	13 VA	RECESSED	SET FIXTURE TO 1000 LUMENS AND 3500K	
D1E	6" RECESSED DOWNLIGHT WITH EMERGENCY BACKUP	LITHONIA	LBRE-AL02-35K-AR-LSS-MWD-MVOLT-UJGZ	DIRECT	3500 K	1000 lm	0-10V DIMMING	277 V	13 VA	RECESSED	SET FIXTURE TO 1000 LUMENS AND 3500K	
D2	6" RECESSED DOWNLIGHT	LITHONIA	LBRE-AL02-35K-AR-LSS-MWD-MVOLT-UJGZ	DIRECT	3500 K	1500 lm	0-10V DIMMING	277 V	19 VA	RECESSED	SET FIXTURE TO 1500 LUMENS AND 3500K	
D2E	6" RECESSED DOWNLIGHT WITH EMERGENCY BACKUP	LITHONIA	LBRE-AL02-35K-AR-LSS-MWD-MVOLT-UJGZ	DIRECT	3500 K	1500 lm	0-10V DIMMING	277 V	19 VA	RECESSED	SET FIXTURE TO 1500 LUMENS AND 3500K	
P1	DECORATIVE LED PENDANT IN ELEVATOR LOBBY	CRYST RAMA	FLU-907-GA-336C	DIRECT	3500 K	4800 lm	DIMMING	120 V	60 VA	SUSPENDED	PROVIDE LED BULBS FOR FIXTURES. SEE ARCHITECTURAL PLANS FOR MOUNTING HEIGHT.	
TL1	10" TAPE LIGHT FIXTURE IN COVE	PURE EDGE	LC3-3-W-130-D-352-SA PSB-40W-UNI-24VDC-1W	DIRECT	3500 K	2870 lm	ELV	120 V	33 VA	SURFACE		
WT1	WALL MOUNTED ART DISPLAY LIGHT	VISUAL COMFORT	SLPC020-27-H4B	DIRECT	2700 K	821 lm	0-10V DIMMING	277 V	13.9 VA	SURFACE		
X1	EXIT SIGN - WALL MOUNTED W/ EMERGENCY BATTERY BACKUP	LITHONIA	EDG-R-RMR-EL	DIRECT	3500 K	0 lm	ON/OFF	277 V	5 VA	SURFACE		



3A	LIGHTING DEMOLITION PLAN - LEVEL 01
E121	1/4" = 1'-0"



5A	LIGHTING PLAN - LEVEL 01
E121	1/4" = 1'-0"

SYSTEM NO. W-L-1001
UPDATED JUNE 15, 2005
F Ratings - 1, 2, 3 and 4 Hr (See Items 2 and 3)
T Ratings - 0, 1, 2, 3, and 4 Hr (See Item 3)
L Rating @ Ambient - less than 1 CFM/sq ft
L Rating @ 400° F - less than 1 CFM/sq ft

1. **Wall Assembly**— The 1, 2, 3 or 4 hr fire-rated gypsum wallboard/stud wall assembly shall be constructed of the materials and in the manner described in the individual U300 or U400 Series Wall or Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:
A. Studs— Wall framing may consist of either wood studs (max 2 hr fire rated assemblies) or steel channel studs. Wood studs to consist of nom 2 by 4 in. (51 by 102 mm) lumber spaced 16 in. (406 mm) OC with nom 2 by 4 in. (51 by 102 mm) lumber end plates and cross braces. Steel studs to be min 3-5/8 in. (92 mm) wide by 1-3/8 in. (35 mm) deep channels spaced max 24 in. (610 mm) OC.
B. Gypsum Board*— Nom 1/2 or 5/8 in. (13 or 16 mm) thick, 4 ft. (122 cm) wide with square or tapered edges. The gypsum wallboard type, thickness, number of layers, fastener type and sheet orientation shall be as specified in the individual U300 or U400 Series Design in the UL Fire Resistance Directory. Max diam of opening is 26 in. (660 mm).
2. Through Penetrant— One metallic pipe, conduit or tubing installed either concentrically or eccentrically within the firestop system. The annular space between pipe, conduit or tubing and periphery of opening shall be min of 0 in. (0 mm) (point contact) to max 2 in. (51 mm). Pipe, conduit or tubing to be rigidly supported on both sides of wall assembly. The following types and sizes of metallic pipes, conduits or tubing may be used:
A. Steel Pipe— Nom 24 in. (610 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe.
B. Iron Pipe— Nom 24 in. (610 mm) diam (or smaller) service weight (or heavier) cast iron soil pipe, nom 12 in. (305 mm) diam (or smaller) or Class 50 (or heavier) ductile iron pressure pipe.
C. Conduit— Nom 6 in. (152 mm) diam (or smaller) steel conduit or nom 4 in. (102 mm) diam (or smaller) steel electrical metallic tubing
D. Copper Tubing— Nom 6 in. (152 mm) diam (or smaller) Type L (or heavier) copper tubing
E. Copper Pipe— Nom 6 in. (152 mm) diam (or smaller) Regular (or heavier) copper pipe.
F. Through Penetrating Product - Flexible Metal Piping— The following types of steel flexible metal gas piping may be used:
1. Nom 2 in. (51 mm) diam (or smaller) steel flexible metal gas piping. Plastic covering on piping may or may not be removed on both sides of floor or wall assembly.
OMEGA FLEX INC
2. Nom 1 in. (25 mm) diam (or smaller) steel flexible metal gas piping. Plastic covering on piping may or may not be removed on both sides of floor or wall assembly.
GASTITE, DIV. OF TITEFLEX
3. Nom 1 in. (25 mm) diam (or smaller) steel flexible metal gas piping. Plastic covering on piping may or may not be removed on both sides of floor or wall assembly.
WARD MFG INC
3. Fill/Void or Cavity Material*— Caulk or Sealant— Min 5/8, 1-1/4, 1-7/8 and 2-1/2 in. (16, 32, 48 and 64 mm) thickness of caulk for 1, 2, 3 and 4 hr rated assemblies, respectively, applied within annulus, flush with both surfaces of wall. Min 1/4 in. (6 mm) diam bead of caulk applied to gypsum board/penetrant interface at point contact location on both sides of wall.
The hourly F Rating of the firestop system is dependent upon the hourly fire rating of the wall assembly in which it is installed, as shown in the following table.
The hourly T Rating of the firestop system is dependent upon the type or size of the pipe or conduit and the hourly fire rating of the wall assembly in which it is installed, as tabulated below:

Max Pipe or Conduit Diam, in	F Rating, Hr	T Rating, Hr
1	1 or 2	0+ 1 or 2
1	3 or 4	3 or 4
4	1 or 2	0
6	3 or 4	0
12	1 or 2	0

*When copper pipe is used, T Rating is 0 hr.
3M COMPANY— CP 25WB + or FB-3000 WT ,
*Bearing the UL Classification Marking Copyright 2010 Underwriters Laboratories Inc.

2C
E500

W-L-1001
NOT TO SCALE

System No. W-L-5029
ANSI/UL1479 (ASTM E814)
F Ratings — 1, 2 and 3 Hr (See Items 1, 3 and 4)
T Ratings — 0, 1/2, 1 and 1-1/4 Hr (See Item 3)
L Rating At Ambient — 4 CFM/sq Ft
L Rating At 400 F — Less Than 1 CFM/sq Ft

1. **Wall Assembly**— The 1, 2 or 3 hr fire-rated gypsum board/stud wall assembly shall be constructed of the materials and in the manner specified in the individual U300, U400, V400 or W400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:
A. Studs— Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 by 4 in. (51 by 102 mm) lumber spaced 16 in. (406 mm) OC. Steel studs to be min 2-1/2 in. (64 mm) wide for 1 and 2 hr F and FH rating and 3-1/2 in. (89 mm) wide for 3 hr F and FH rating and spaced max 24 in. (610 mm) OC.
B. Gypsum Board*— Min 5/8 in. (16 mm) thick with square or tapered edges. The gypsum board type, thickness, number of layers, fastener type and sheet orientation shall be as specified in the individual Wall and Partition Design. Max diam of opening is 18-5/8 in. (473 mm). The hourly F and FH Ratings of the firestop system are equal to the hourly fire rating of the wall assembly in which it is installed.
2. Through Penetrants— One metallic pipe or tubing to be installed within the firestop system. Pipe or tubing to be rigidly supported on both sides of wall assembly. The following types and sizes of metallic pipes or tubing may be used:
A. Steel Pipe— Nom 12 in. (305 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe.
B. Iron Pipe— Nom 12 in. (305 mm) diam (or smaller) cast or ductile iron pipe.
C. Copper Tubing— Nom 6 in. (152 mm) diam (or smaller) Type L (or heavier) copper tubing. When the hourly F or FH Rating of the firestop system is 3 hr, the nom diam of copper tube shall not exceed 4 in. (102 mm).
D. Copper Pipe— Nom 6 in. (152 mm) diam (or smaller) Regular (or heavier) copper pipe. When the hourly F or FH Rating of the firestop system is 3 hr, the nom diam of copper pipe shall not exceed 4 in. (102 mm).
3. Pipe Covering*— Nom 1, 1-1/2 or 2 in. (25, 38 or 51 mm) thick hollow cylindrical heavy density (min 3.5 pcf or 56 kg/m3) glass fiber units jacketed on the outside with an all service jacket. Longitudinal joints sealed with metal fasteners or factory-applied self-sealing lap tape. Transverse joints secured with metal fasteners or with butt tape supplied with the product. For 1 and 2 hr F and FH Ratings, the annular space between insulated penetrant and periphery of opening shall be min 0 in. (point contact) to max 1-7/8 in. (46 mm). For 3 hr F and FH Ratings, the annular space shall be min 0 in. (point contact) to max 1-1/4 in. (32 mm).
See Pipe and Equipment Covering— Materials (BRGU) category in the Building Materials Directory for the names of manufacturers. Any pipe covering material meeting the above specifications and bearing the UL Classification Marking with a Flame Spread Index of 25 or less and a Smoke Developed Index of 50 or less may be used.
The hourly T, FT, FTH Ratings of the firestop system are 1/2 hr for 1 hr rated walls and 1 hr for 2 hr rated walls, the hourly T, FT and FTH Ratings when steel and iron pipes are used are 1 hr. For 3 hr rated walls, the hourly T, FT and FTH Ratings when copper penetrants are used are 1-1/4 hr for 2 in. (51 mm) thick pipe covering and 0 hr for pipe covering thickness less than 2 in. (51 mm).
3A. **Pipe Covering***— (Not Shown) — As an alternate to Item 3, max 2 in. (51 mm) thick cylindrical calcium silicate (min 14 pcf) units sized to the outside diam of the pipe or tube may be used. Pipe insulation secured with stainless steel bands or min 18 AWG stainless steel wire spaced max 12 in. (305 mm) OC. When the alternate pipe covering is used, the T and FT Rating shall be as specified in item 3 above.
See Pipe and Equipment Covering— Materials (BRGU) category in the Building Materials Directory for names of manufacturers. Any pipe covering material meeting the above specifications and bearing the UL Classification Marking with a Flame Spread Index of 25 or less and a Smoke Developed Index of 50 or less may be used.
4. Fill, Void or Cavity Material*— Sealant— For 1 and 2 hr F and FH Rating, min 5/8 in. (16 mm) thickness of fill material applied within the annulus, flush with both surfaces of wall. For 3 hr F and FH Rating, min 1 in. (25 mm) thickness of fill material applied within the annulus, flush with both surfaces of wall. At the point contact location between pipe covering and gypsum board, a min 1/2 in. (13 mm) diam bead of fill material shall be applied at the pipe covering/gypsum board interface on both surfaces of wall.
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-One Sealant or FS-ONE MAX Intumescent Sealant

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

4D
E500

W-L-5029 UL DETAIL
NOT TO SCALE

System No. W-L-1054

ANSI/UL1479 (ASTM E814)
F Ratings —1 and 2 Hr (See Items 1 and 3)
T Rating — 0 Hr
L Rating (Without Movement) at Ambient — Less Than 1 FM/sq ft
L Rating (Without Movement) at 400° F — Less Than 1 CFM/sq ft

1. **Wall Assembly**— The 1 or 2 hr fire-rated gypsum wallboard/stud wall assembly shall be constructed of the materials and in the manner specified in the individual U300 or U400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:
A. Studs— Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 by 4 in. (51 by 102 mm) lumber spaced 16 in. (406 mm) OC. Steel studs to be min 2-1/2 in. (64 mm) wide and spaced max 24 in. (610 mm) OC. For M Ratings, steel studs to be min 3-5/8 in. (92 mm) wide. When steel studs are used and the diam of opening exceeds the width of stud cavity, the opening shall be framed on all sides using lengths of steel stud installed between the vertical studs and screw-attached to the steel studs at each end. The framed opening in the wall shall be 4 to 6 in. (102 to 152 mm) wider and 4 to 6 in. (102 to 152 mm) higher than the diam of the penetrating item such that, when the penetrating item is installed in the opening, a 2 to 3 in. (51 to 76 mm) clearance is present between the penetrating item and the framing on all four sides.
B. Gypsum Board*— 5/8 in. (16 mm) thick, 4 ft (122 cm) wide with square or tapered edges. The gypsum board type, thickness, number of layers, fastener type and sheet orientation shall be as specified in the individual U300 or U400 Series Design in the UL Fire Resistance Directory. Max diam of opening is 32-1/4 in. (819 mm) for steel stud walls. Max diam of opening is 14-1/2 in. (368 mm) for wood stud walls.
The F and FH Ratings of the firestop system are equal to the fire rating of the wall assembly. The T Rating is applicable only to 1 hr rated walls.
2. Through-Penetrants— One metallic pipe, conduit or tubing to be installed either concentrically or eccentrically within the firestop system. The annular space shall be min 0 in. to max 2-1/4 in. (57 mm). Pipe may be installed with continuous point contact. Pipe, conduit or tubing to be rigidly supported on both sides of wall assembly. The following types and sizes of metallic pipes, conduits or tubing may be used:
A. Steel Pipe— Nom 30 in. (762 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe.
B. Iron Pipe— Nom 30 in. (762 mm) diam (or smaller) cast or ductile iron pipe.
C. Conduit— Nom 4 in. (102 mm) diam (or smaller) steel electrical metallic tubing or 6 in. (152 mm) diam steel conduit.
D. Copper Tubing— Nom 6 in. (152 mm) diam (or smaller) Type L (or heavier) copper tubing.
E. Copper Pipe— Nom 6 in. (152 mm) diam (or smaller) regular (or heavier) copper pipe.
F. Fill, Void or Cavity Material*— Sealant— Min 5/8 in. (16 mm) thickness of fill material applied within the annulus, flush with both surfaces of wall. At the point or continuous contact locations between pipe and wall, a min 1/2 in. (13 mm) diam bead of fill material shall be applied at the pipe wall interface on both surfaces of wall.

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

1A
E500

W-L-1054
NOT TO SCALE

System No. C-AJ-1226
ANSI/UL1479 (ASTM E814)
F Rating — 3 Hr
T Rating — 0 Hr
L Rating At Ambient — Less Than 1 CFM/sq ft
L Rating At 400 F — 4 CFM/sq ft

1. **Floor or Wall Assembly**— Min 4-1/2 in. (114 mm) thick reinforced lightweight or normal weight (100-150 pcf or 1600-2400 kg/m³) concrete. Wall may also be constructed of any UL Classified Concrete Blocks*. Max diam of opening is 32 in. (813 mm).
See Concrete Blocks (CAZT) category in the Fire Resistance directory for names of manufacturers.
2. Metallic Sleeve— (Optional) — Nom 30 in. (762 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe sleeve cast or grouted into floor or wall assembly. Flush with floor or wall surfaces or extending a max of 3 in. (76 mm) above floor or beyond both surfaces of wall. If the steel sleeve extends beyond the top surface of the floor or both surfaces of the wall, the T Rating of the firestop system is 0 hr.
2A. Sheet Metal Sleeve— (Optional) - Max 6 in. (152 mm) diam, min 26 ga galv steel provided with a 26 ga galv steel square flange spot welded to the sleeve at approximately mid-height, or flush with bottom of sleeve in floors, and sized to be a min of 2 in. (51 mm) larger than the sleeve diam. The sleeve is to be cast in place flush with bottom surface of floor and may extend a max of 1 in. (25 mm) above the top surface of the floor.
2B. Sheet Metal Sleeve— (Optional) - Max 12 in. (305 mm) diam, min 24 ga galv steel provided with a 24 ga galv steel square flange spot welded to the sleeve at approximately mid-height, or flush with bottom of sleeve in floors, and sized to be a min of 2 in. (51 mm) larger than the sleeve diam. The sleeve is to be cast in place flush with bottom surface of floor and may extend a max of 1 in. (25 mm) above the top surface of the floor.
3. Through Penetrants— One metallic pipe, tube or conduit to be installed either concentrically or eccentrically within the firestop system. Pipe or tubing to be rigidly supported on both sides of floor or wall assembly. The following types and sizes of metallic pipes or tubing may be used:
A. Steel Pipe— Nom 12 in. (305 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe.
B. Iron Pipe— Nom 12 in. (305 mm) diam (or smaller) cast or ductile iron pipe.
C. Copper Pipe— Nom 6 in. (152 mm) diam (or smaller) Regular (or heavier) copper pipe.
D. Copper Tubing— Nom 6 in. (152 mm) diam (or smaller) Type L (or heavier) copper tubing.
4. Pipe Covering— Min 1/2 in. (13 mm) to max 2 in. (51 mm) thick hollow cylindrical heavy density (min 3.5 pcf or 56 kg/m³) glass fiber units jacketed on the outside with an all-service jacket. Longitudinal joints sealed with metal fasteners or factory-applied, self-sealing lap tape. Transverse joints secured with metal fasteners or with butt tape supplied with the product. The annular space between the insulated pipe and the edge of the periphery of the opening shall be min 1/2 in. (13 mm) to max 12 in. (305 mm). When thickness of pipe covering is less than 2 in. (51 mm), the T Rating for the firestop system is 0 hr.
See Pipe Equipment Covering— Materials — (BRGU) category in the Building Materials Directory for names of manufacturers. Any pipe covering material meeting the above specifications and bearing the UL Classification Marking with a Flame Spread Index of 25 or less and a Smoke Developed Index of 50 or less may be used.
4A. Pipe Covering— (Not Shown) — As an alternate to Item 4, max 2 in. (51 mm) thick cylindrical calcium silicate (min 14 pcf or 224 kg/m³) units sized to the outside diam of the pipe or tube may be used. Pipe insulation secured with stainless steel bands or min 18 AWG stainless steel wire spaced max 12 in. (305 mm) OC. The annular space shall be min 1/2 in. (13 mm) to max 12 in. (305 mm).
5. Firestop System— The firestop system shall consist of the following:
A. Packing Material— Min 4 in. (102 mm) thickness of min 4 pcf (64 kg/m³) mineral wool batt insulation firmly packed into opening as a permanent form. Packing material to be recessed from top surface of floor or from both surfaces of wall as required to accommodate the required thickness of fill material.
B. Fill, Void or Cavity Material*— Sealant— Min 1/4 in. (6 mm) thickness of fill material applied within the annulus, flush with top surface of floor or with both surfaces of wall.
HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-One Sealant or FS-ONE MAX Intumescent Sealant
* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

6A
E500

C-AJ-5091 UL DETAIL
NOT TO SCALE

LITTLE
DIVERSIFIED ARCHITECTURAL CONSULTING

410 Blackwell Street, Suite 10
Durham, NC 27701
(919) 474-2200
www.littleonline.com

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NORTH CAROLINA
PROFESSIONAL
SEAL
15363
ENGINEER
HILTI INC. 5/21/20

ISSUE FOR
PERMIT SET

ISSUE DATE
05.22.26

REVISIONS
NO. REASON DATE

PROJECT TEAM
PRINCIPAL IN CHARGE
JACKIE TOMLIN
PROJECT MANAGER
MELISSA FORSBERG
DESIGN TEAM
D. FAISON

RC WILLIAMS BUILDING LOBBY

201 HAY STREET
FAYETTEVILLE, NC 28301

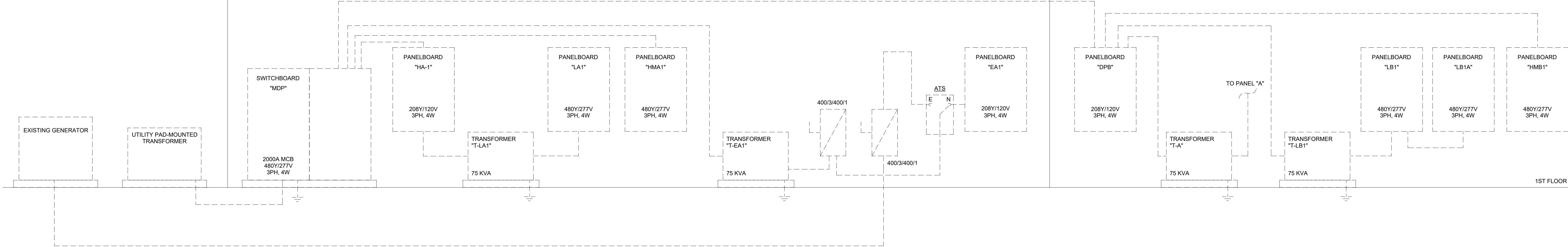
PROJECT NO.
5612301900
SHEET TITLE
ELECTRICAL DETAILS

SHEET NUMBER
E500

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F
E
D
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B
A



ALL EQUIPMENT AND DEVICES ARE EXISTING TO REMAIN

1 PARTIAL POWER RISER DIAGRAM
E700 NOT TO SCALE

Branch Panel: LA-1					Existing										
Location:					Volts: 120/208 Wye					A.I.C. Rating: 10,000					
Supply From:					Phases: 3					Mains Type: MCB					
Mounting: Surface					Wires: 4					Mains Rating: 225 A					
Enclosure: Type 1										MCB Rating: 225 A					
										Feed-Thru Lugs:					
Notes:															
CKT	Comments	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	Comments	CKT
1		EWB RM 108 (EXISTING)	20 A	1	1.92	1.92					1	20 A	REC RM 104-108 (EXISTING)		2
3		REC RM 127 (EXISTING)	20 A	1			1.92	1			1	20 A	MECH. CONTROLS RM 104 (EX)		4
5		SPARE	20 A	1					0	1	1	20 A	MECH. CONTROLS RM 104 (EX)		6
7		SPARE	20 A	1	0	0					1	20 A	SPARE		8
9		SPARE	20 A	1			0	0			1	20 A	SPARE		10
11		SPARE	20 A	1					0	0	1	20 A	SPARE		12
13		SPARE RM 125	20 A	1	0	0					1	20 A	SPARE		14
15		SPARE RM 125	20 A	1			0	0			1	20 A	SPARE		16
17		REC RM 107, 108 (EXISTING)	20 A	1					1.92	0	1	20 A	SPARE		18
19		REC RM 109 (EXISTING)	20 A	1	1.92	1.92					1	20 A	REC RM 117, 118 (EXISTING)		20
21		REC RM 101, 102, 103 (EXISTING)	20 A	1			1.92	1.92			1	20 A	REC RM 116,119 (EXISTING)		22
23		REC DATA RM (EXISTING)	20 A	1					1.92	0	1	20 A	SPARE		24
25		REC RM 114, 115 (EXISTING)	20 A	1	1.92	1.92					1	20 A	REC RM 115 (EXISTING)		26
27		REC RM 111, 112 (EXISTING)	20 A	1			1.92	1.92			1	20 A	REC RM 115 (EXISTING)		28
29		REC RM 113, 114 (EXISTING)	20 A	1					1.92	1.92	1	20 A	REC RM 115 (EXISTING)		30
31	1	REC LOBBY 100 - TV	20 A	1	0.5	1.92					1	20 A	REC RM 120 (EXISTING)		32
33		LTS LOBBY PENDANT/COVE LIGHTS	20 A	1			0.43	--			1	--	SPACE		34
35		SPACE	--	1					--	--	1	--	SPACE		36
37		SPACE	--	1	--	--					1	--	SPACE		38
39		SPACE	--	1			--	--			1	--	SPACE		40
41		SPACE	--	1					--	--	1	--	SPACE		42
Total Load:					13.94 kVA		11.03 kVA		8.68 kVA						
Total Amps:					119 A		95 A		72 A						
Keynotes:															
1 - PROVIDE NEW CIRCUIT BREAKER															
2 - PROVIDE LOCKABLE CIRCUIT BREAKER															
3 - VERIFY CB SIZE AND LOAD WITH ACTUAL EQUIPMENT BEING PROVIDED															
4 - PROVIDE HANDLE-BAR TIES OR MULTI-POLE CB FOR LOADS WITH ____															
Load Classification			Connected Load		Demand Factor		Estimated Demand		Panel Totals						
HVAC			1.92 kVA		100.00%		1.92 kVA								
Lighting			0.43 kVA		125.00%		0.53 kVA		Total Conn. Load: 33.65 kVA						
Other			2 kVA		100.00%		2 kVA		Total Est. Demand: 24.1 kVA						
Receptacle			29.3 kVA		67.06%		19.65 kVA		Total Conn. Current: 93 A						
									Total Est. Demand Current: 67 A						
Notes:															

PANEL SCHEDULE GENERAL NOTES

- A. NEW CIRCUIT BREAKERS SHALL MATCH THE AIC RATINGS OF THE EXISTING PANELS. CONFIRM AIC RATINGS OF EXITING PANELS.
- B. ALL CIRCUIT BREAKERS SHOWN IN PANELBOARD SCHEDULES SHALL BE CONSIDERED EXISTING UNLESS OTHERWISE NOTED. CONTRACTOR MAY REUSE EXISTING BREAKERS, WHERE FOUND, IF THEY REMAIN IN GOOD WORKING ORDER.
- C. EXAMINE EXISTING PANELBOARDS AT THE OUTSET OF THE PROJECT TO DETERMINE COMPATIBILITY WITH NEW CIRCUIT BREAKERS SHOWN, ESPECIALLY WITH RESPECT TO CIRCUIT BREAKER SIZES AND CONFIGURATIONS.
- D. THE CONTRACTOR SHALL REVIEW THE SWITCHBOARD/PANELBOARD SCHEDULES AGAINST THE RISER DIAGRAMS AND REPORT ANY CONFLICTS IN RATINGS FOR RESOLUTION. WHERE NOT REPORTED THE LARGER/HIGHER RATINGS SHALL PREVAIL.
- E. CIRCUIT BREAKERS SHOWN IN NEW PANEL SCHEDULES SHALL BE MOUNTED IN NORMAL CIRCUIT BREAKER SPACES. SUBFEED CIRCUIT BREAKERS ARE NOT ALLOWED WITHOUT PERMISSION.

POWER RISER DIAGRAM GENERAL NOTES

- A. REFER TO SHEET E000 FOR ALL SYMBOLS AND ABBREVIATIONS.
- B. REFER TO PANELBOARD SCHEDULE DRAWINGS FOR ALL PANELBOARD INFORMATION.
- C. FEEDER SIZES ARE BASED ON COPPER (CU) AND THHN-THWN-2 INSULATION UNLESS OTHERWISE NOTED. CONDUCTOR RATINGS ARE BASED ON 75 DEGREE C RATED TERMINATIONS UNLESS OTHER WISE NOTED. CONDUIT SIZES MATCH THESE REQUIREMENTS. PROVIDE LARGER SIZE CONDUITS FOR CONDITIONS THAT DO NOT MATCH THESE RATINGS.
- D. IF THERE ARE ANY DISCREPENCIES IN RATINGS OF EQUIPMENT BETWEEN THE RISER DIAGRAM AND PANELBOARD SCHEDULES, THE LARGER RATINGS SHALL PREVAIL.
- E. FOR EXISTING BUILDINGS AND RENOVATIONS, VERIFY THE INTEGRITY OF THE EXISTING GROUNDING ELECTRODE SYSTEM AND AND BONDING OF THE NEUTRAL AND GROUND AT THE REQUIRED POINT ON THE SYSTEM. CORRECT ANY DEFICIENCIES.
- F. ALL BRANCH CIRCUIT BREAKERS INSTALLED IN A PANEL SHALL HAVE A RATING NOT LESS THAN THE AIC RATING OF THE PANEL UNLESS CONFIRMED SERIES RATINGS CAN BE PROVIDED.

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DIVERSIFIED ARCHITECTURAL CONSULTING

410 Blackwell Street, Suite 10
Durham, NC 27701
(919) 474-2200

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NORTH CAROLINA
PROFESSIONAL
SEAL
15363
ENGINEER
ROBERT N. BENOLO

PROJECT TEAM
PRINCIPAL IN CHARGE
JACKIE TOMLIN
PROJECT MANAGER
MELISSA FORSBERG
DESIGN TEAM
D. FAISON

PROJECT NO.
RC WILLIAMS BUILDING LOBBY

201 HAY STREET
FAYETTEVILLE, NC 28301

PROJECT NO.
5612301900

SHEET TITLE
PARTIAL RISER DIAGRAM AND PANEL SCHEDULE

SHEET NUMBER
E700

F

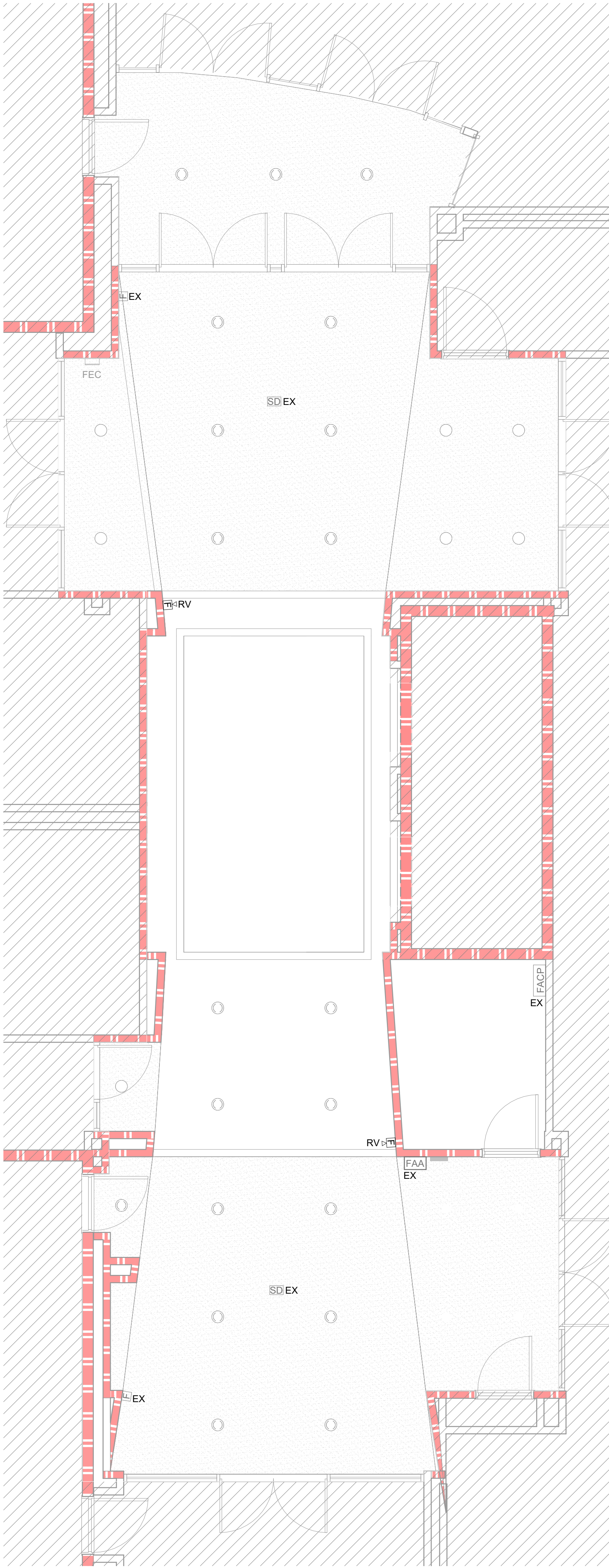
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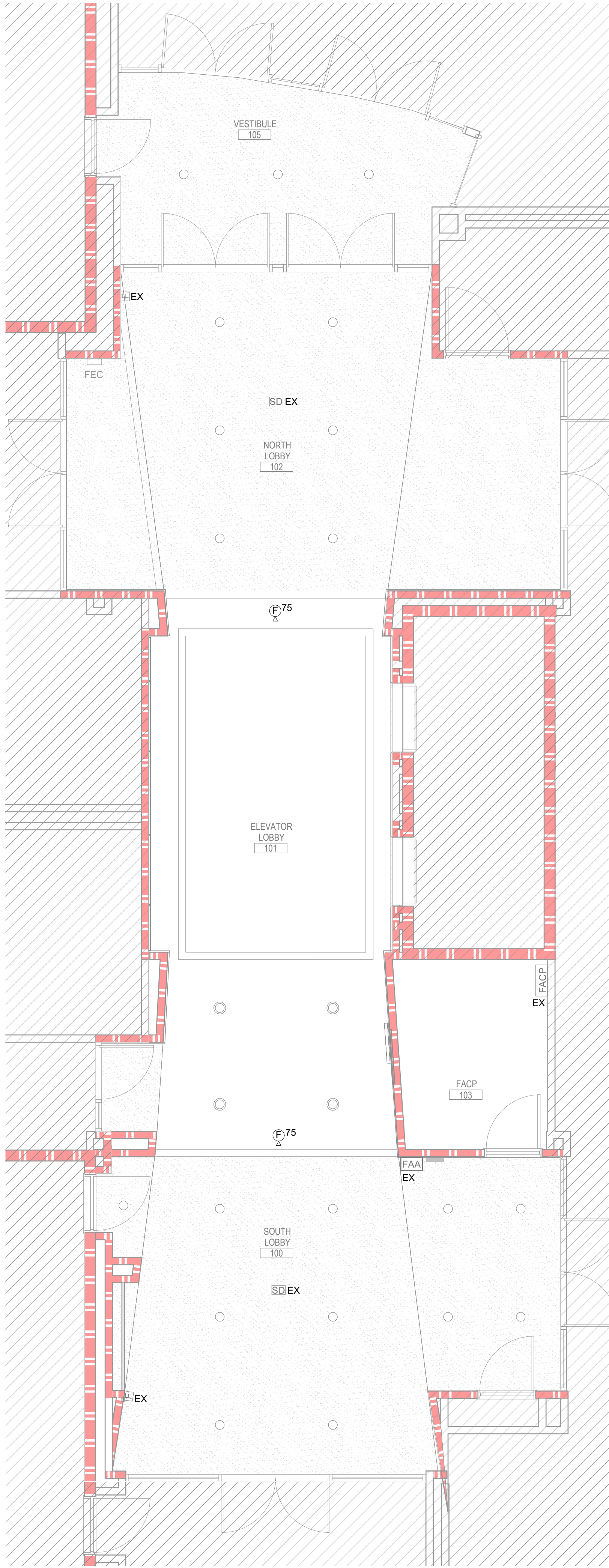
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B

A



3A FIRE ALARM DEMOLITION PLAN - LEVEL 01
FA111 1/4" = 1'-0"



5A FIRE ALARM PLAN - LEVEL 01
FA111 1/4" = 1'-0"

KEY NOTES

GENERAL SHEET NOTES

- A. REFER TO SHEET FA000 FOR SYMBOLS AND ABBREVIATIONS.
- B. VERIFY ALL DEVICE LOCATIONS PRIOR TO ROUGH-IN.
- C. COORDINATE THE WORK WILL WITH THAT OF OTHER TRADES. NOTIFY THE GENERAL CONTRACTOR OF ANY CONFLICTS.
- D. THE CONTRACTORS BID AND INSTALLATION INCLUDES FULL COORDINATION OF MOUNTING HEIGHTS IN OPEN CEILING AREAS FOR ALL CEILING NOTIFICATION APPLIANCES. COORDINATE WITH ALL TRADES AND PRIOR TO ROUGH-IN OF ANY DEVICES. DEVICES SHALL BE MOUNTED SUCH THAT STROBE OUTPUT IS NOT IMPEDED OR AFFECTED BY OTHER SYSTEMS.
- E. CANDELA RATINGS OF STROBES IS BASED ON A MOUNTING HEIGHT OF 10 FEET AFF OR LESS. INCREASE CANDELA RATING FOR DEVICES MOUNTED GREATER THAN 10 FEET AFF.
- F. CEILING MOUNTED SMOKE DETECTORS SHALL BE NO CLOSER THAN 3 FEET FROM A SUPPLY AIR DIFFUSER.

RATED WALL LEGEND

FIRE WALLS

- 3-HR FIRE WALL
- 2-HR FIRE WALL

FIRE BARRIERS

- 3-HR FIRE BARRIER
- 2-HR FIRE BARRIER
- 1-HR FIRE BARRIER

FIRE AND SMOKE BARRIER

- 2-HR FIRE AND SMOKE BARRIER

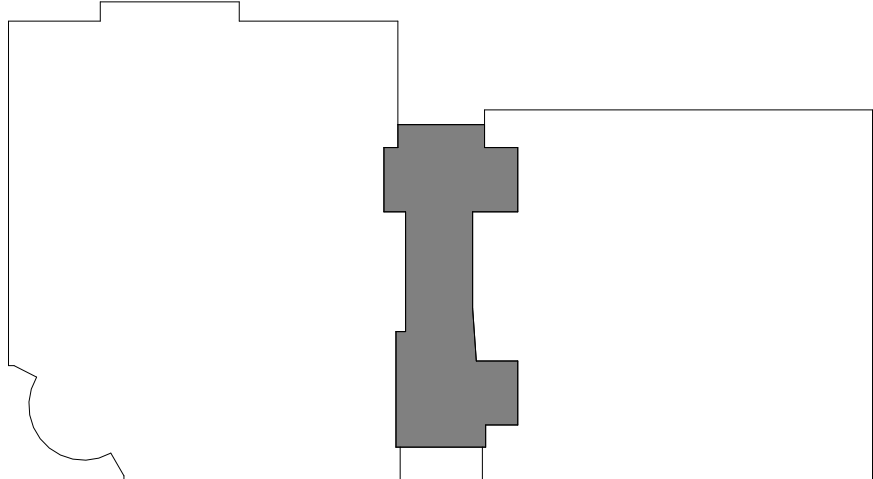
FIRE PARTITIONS

- 1-HR FIRE PARTITION
- 5-HR FIRE PARTITION

SMOKE BARRIER

- 1-HR SMOKE BARRIER
- SMOKE PARTITION

KEY PLAN



NOT TO SCALE

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410 Blackwell Street, Suite 10

Durham, NC 27701

(919) 474-2200

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NORTH CAROLINA

PROFESSIONAL

SEAL

15363

ENGINEER

ROBERT N. BENDIS

ISSUE FOR

PERMIT SET

ISSUE DATE

05.22.26

REVISIONS

NO.	REASON	DATE
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PROJECT TEAM

PRINCIPAL IN CHARGE

JACKIE TOMLIN

PROJECT MANAGER

MELISSA FORSBERG

DESIGN TEAM

D. FAISON

RC WILLIAMS BUILDING LOBBY

201 HAY STREET

FAYETTEVILLE, NC 28301

PROJECT NO.

5612301900

SHEET TITLE

FIRE ALARM PLAN - LEVEL 01

SHEET NUMBER

FA111

THE EXISTING SYSTEM CONSISTS OF INITIATION, NOTIFICATION, AND DETECTION (PULL STATIONS, AUDIO/VISUAL, VISUAL, SMOKE DETECTORS, DUCT DETECTORS). ALL EXISTING DEVICES AND EQUIPMENT TO REMAIN AS INSTALLED UNLESS OTHERWISE NOTED ON DRAWINGS. MAINTAIN OPERATIONAL INTEGRITY OF ALL EXISTING DEVICES AND EQUIPMENT TO REMAIN. REPLACE ANY COMPONENT NOT IN PROPER OPERATING ORDER.

B. REFER TO PLANS AND DETAILS FOR QUANTITIES AND LOCATIONS OF NEW DEVICES AND EQUIPMENT. ALL NEW DEVICES/EQUIPMENT SHALL BE COMPATIBLE WITH, AND INTERFACED WITH THE EXISTING FIRE ALARM SYSTEM.

C. PROVIDE ALL REQUIRED AND NECESSARY APPLIANCES, WIRING, RE-PROGRAMMING, RACEWAYS, BACKBOXES, AND TESTING FOR A COMPLETE OPERATING SYSTEM IN COMPLIANCE WITH NFPA 101, 70, 72 AND OTHER RELATED CODES.

D. A CERTIFIED FIRE ALARM SYSTEM REPRESENTATIVE SHALL FURNISH AND INSTALL CABLES, CONTROL MODULES, CONTROL/RELAY MODULES, MONITOR MODULES, SIGNALING LINE CIRCUIT MODULES, SYNCHRONIZATION MODULES, AND ALL RELATED AND NECESSARY RE-PROGRAMMING, FUNCTIONAL TESTING, ETC. AS REQUIRED TO ACCOMMODATE THE NEW NOTIFICATION APPLIANCES, INITIATION DEVICES, ETC. FOR A COMPLETE WORKING FIRE ALARM SYSTEM.

E. ACTIVATION OF THE NEW FIRE ALARM SYSTEM NOTIFICATION APPLIANCES, INITIATING DEVICES, CONTROL/RELAY MODULES, MONITOR MODULES, ETC. SHALL BE PER THE BUILDING'S FIRE ALARM SYSTEM CONTROL PANEL SEQUENCE OF EVENTS AND OPERATION.

F. EXACT LOCATIONS AND QUANTITIES OF APPLIANCES, PANELS, ETC. TO BE COORDINATED WITH AE TEAM AND WITH LOCAL AHJ PRIOR TO ROUGH-IN AND LAYOUT.

G. PROVIDE DETAILED SHOP DRAWING SUBMITTAL, INCLUDING BUT NOT LIMITED TO, A LAYOUT PLAN OF ALL APPLIANCES, CABLING, AND EQUIPMENT, INCLUDING POINT TO POINT WIRING DIAGRAM, BATTERY AND VOLTAGE DROP CALCULATIONS, FOR SUBMITTAL TO AND REVIEW AND APPROVAL BY AE TEAM AND OSMF PRIOR TO COMMENCING WORK OR ORDERING MATERIAL.

H. ALL INSTALLATIONS, ETC. INSTALLED IN OR OPEN TO THE CEILING CAVITY ENVIRONMENTAL AIR PLENUM SHALL BE RATED AND U.L. LISTED FOR SUCH INSTANTATIONS.

I. FIRE ALARM SYSTEM CABLING TYPE, RATING, SIZE AND QUANTITIES, TO BE AS DICTATED BY FIRE ALARM AND FIRE SUPPRESSION SYSTEM'S MANUFACTURERS.

J. QUANTITIES OF NOTIFICATION APPLIANCES, INITIATING DEVICES, ETC., SHALL BE AS DELINEATED ON THE PLANS AND AS REQUIRED BY THE OFFICE OF THE STATE FIRE MARSHAL.

K. QUANTITIES OF POWER SUPPLY UNITS, MODULES, CONTROLLERS, CARDS, RELAYS, ETC., SHALL BE PROVIDED AS DICTATED BY APPLIANCE LOGS.

L. CEILING MOUNTED SMOKE/HEAT DETECTORS SHALL BE A MINIMUM OF 2' AWAY FROM LIGHT FIXTURES AND A MINIMUM OF 3' AWAY FROM AIR DISTRIBUTION DEVICES. RELOCATE EXISTING DEVICES IN NEW CEILING(S) AS REQUIRED.

M. CANDELA RATINGS INDICATED ON DRAWINGS ARE THE REQUIRED MINIMUM CANDELA. ALL 15 CANDELA FIRE ALARM STROBES SHALL BE RATED FOR 15/75 CANDELAS.

N. WHERE NEW AND EXISTING VISUAL NOTIFICATION APPLIANCES ARE WITHIN THE SAME FIELD OF VIEW, PROVIDE FLASH SYNCHRONIZATION OF ALL APPLIANCES.

O. AUDIBLE SIGNAL SOUND LEVEL SHALL BE AT LEAST 15dBA ABOVE THE AVERAGE AMBIENT SOUND LEVEL OR 5dBA ABOVE THE MAXIMUM SOUND LEVEL, HAVING A DURATION OF 60 SECONDS MINIMUM, WHICHEVER IS LOUDER, MEASURED FIVE FEET ABOVE THE FLOOR IN THE OCCUPABLE AREA. AMBIENT SOUND LEVEL IS CONSIDERED AT 50dBA. REQUIREMENT SHALL BE MET WHILE DOOR IS CLOSED.

P. INTERRUPTION OF EXISTING FIRE-ALARM SERVICE: DO NOT INTERRUPT FIRE-ALARM SERVICE TO FACILITIES OCCUPIED BY FIREWORKS UNLESS PERMITTED UNDER THE FOLLOWING CONDITIONS AND THEN ONLY AFTER ARRANGING TO PROVIDE TEMPORARY GROUND SERVICE OR FIRE WATCH ACCORDING TO REQUIREMENTS INDICATED:

1. NOTIFY OWNER IN ADVANCE OF PROPOSED INTERRUPTION OF FIRE-ALARM SERVICE.
2. DO NOT PROCEED WITH INTERRUPTION OF FIRE-ALARM SERVICE WITHOUT OWNER'S WRITTEN PERMISSION.

Q. PROTECT EXISTING DEVICES DURING CONSTRUCTION, UNLESS DEVICES ARE PLACED IN SERVICE TO PROTECT THE FACILITY DURING CONSTRUCTION.

R. MAINTAIN EXISTING EQUIPMENT FULLY OPERATIONAL UNTIL NEW EQUIPMENT HAS BEEN TESTED AND ACCEPTED. AS NEW EQUIPMENT IS INSTALLED, LABEL IT "NOT IN SERVICE" UNTIL IT IS ACCEPTED. REMOVE LABELS FROM NEW EQUIPMENT/DEVICES WHEN PUT INTO SERVICE. LABEL EXISTING FIRE-ALARM EQUIPMENT/DEVICES "NOT IN SERVICE" UNTIL REMOVED FROM THE BUILDING. AFTER ACCEPTANCE OF NEW FIRE-ALARM SYSTEM, REMOVE EXISTING DISCONNECTED FIRE-ALARM EQUIPMENT AND WIRING.

S. ALL WIRING SHALL BE IN 1/2" DEDICATED CONDUIT.

T. ALL FIRE ALARM SYSTEM WORK SHALL BE APPROVED BY THE LOCAL AHJ PRIOR TO COMMENCING ANY FIRE ALARM WORK.

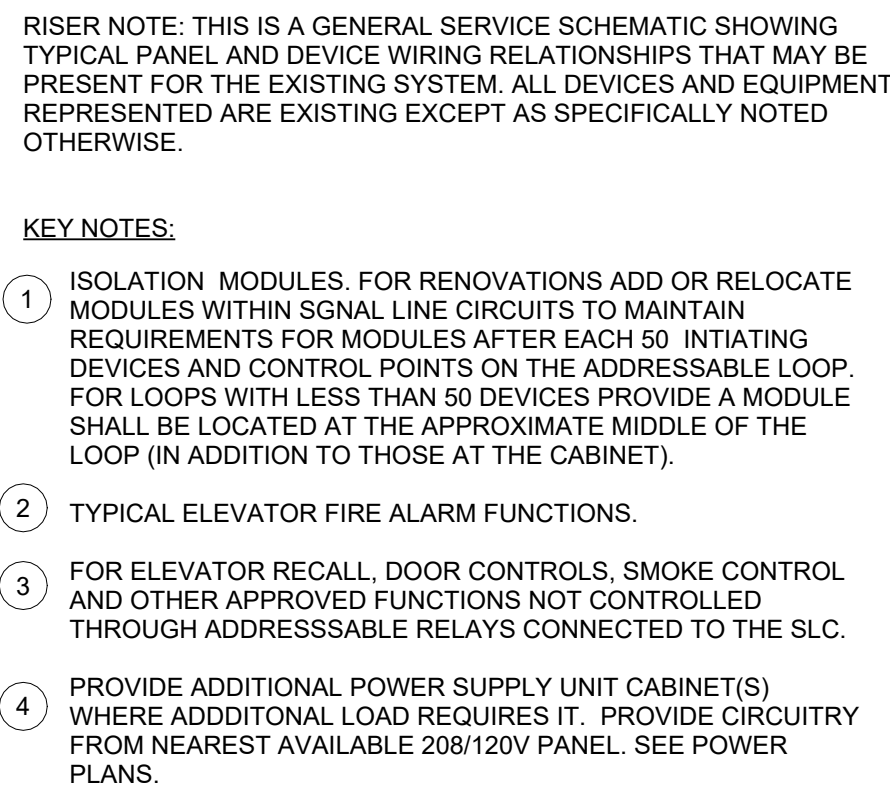
U. ALL NEW FIRE ALARM APPLIANCES SHALL BE WHITE FINISH.

F	FIRE ALARM PULL STATION. SEE SPECIFICATIONS FOR DEVICE TYPE.
F₁₅ or F_{15C}	COMBINATION AUDIBLE/VISUAL FIRE ALARM NOTIFICATION APPLIANCE. (15 CANDELAS UNLESS OTHERWISE NOTED). WALL-MOUNTED OR CEILING-MOUNTED AS INDICATED ON PLANS. SEE SPECS FOR TYPE.
A₁₅ or A_{15C}	AUDIBLE NOTIFICATION APPLIANCE. WALL-MOUNTED OR CEILING MOUNTED AS INDICATED ON PLANS.
V₁₅ or V_{15C}	VISUAL FIRE ALARM NOTIFICATION APPLIANCE. (15 CANDELAS UNLESS OTHERWISE NOTED). WALL-MOUNTED OR CEILING-MOUNTED AS INDICATED ON PLANS.
SD or SD₁₅	CEILING OR WALL MOUNTED SMOKE DETECTOR
SD₁₅ EV	ELEVATOR LOBBY SMOKE DETECTOR
DD	DUCT MOUNTED SMOKE DETECTOR WITH REMOTE LED INDICATOR
SD₁₅ TP	TAMPERPROOF SMOKE DETECTOR. IONIZATION TYPE.
TS	TAMPER SWITCH
FS	FLOW SWITCH
HD	HEAT DETECTOR
C	CONTROL MODULE
MM	MONITOR MODULE
LI	REMOTE ALARM INDICATOR LIGHT WITH TEST SWITCH (AND ENGRAVED LABEL) - LOCATED IN NEAREST CORRIDOR OR PUBLIC AREA.
FACP	FIRE ALARM CONTROL PANEL
FAA	FIRE ALARM ANNUNCIATOR PANEL
R	FIRE ALARM ADDRESSABLE RELAY. COORDINATE CONNECTIONS TO MECHANICAL EQUIPMENT WITH DIVISION 23 CONTRACTOR TO ENSURE PROPER OPERATION OF MECHANICAL EQUIPMENT.
DMP	FIRE/SMOKE DAMPER - FIRE ALARM CONNECTION
M	DOOR HOLD OPEN DEVICE PROVIDED UNDER GENERAL CONTRACT. PROVIDE 120V AC CONNECTION TO FURNISHED POWER SUPPLY ABOVE ACCESSIBLE CEILING. PROVIDE 34°C AND WIRING PER MANUFACTURER REQUIREMENTS BETWEEN POWER SUPPLY AND HOLD OPEN DEVICE(S) AT DOOR.
PIV	POST INDICATOR VALVE
	BEAM DETECTOR

A		JB	JUNCTION BOX
AMP	AMPERES	KMIL	THOUSAND CIRCULAR MILS
ARCH	ARCHITECT/ENGINEER	KW	KILOWATT
AFB	ABOVE FINISHED FLOOR	KV	KILO VOLT
AFG	ABOVE FINISHED GRADE	KVA	KILO VOLT-AMPERE
AHJ	AUTHORITY HAVING JURISDICTION	LV	LOW VOLTAGE
ANSI	AMERICAN NATIONAL STANDARDS	MC	MECHANICAL CONTRACTOR
INSTITUTES, INC.		MT	MOUNT
AWG	AMERICAN WIRE GAUGE	MHT	MOUNTING HEIGHT
BAS	BUILDING AUTOMATION SYSTEM	N	NEUTRAL
C	CONDUIT	NC	NORMALLY CLOSED
CB	CIRCUIT BREAKER	NEC	NATIONAL ELECTRICAL CODE
cd	CANDELA RATING	NIC	NOT IN CONTRACT
CG	CIRCUIT	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
CU	CULVERT	NO	NORMALLY OPEN
CJ	COPPER	NTS	NOT TO SCALE
DBA	DECIBEL LEVEL	FDL	FULL-LOAD
DC	DIRECT CURRENT	PH	PHASE
DWG	DRAWING	P	POLE
EC	ELECTRICAL CONTRACTOR	PNL	PANELBOARD
EC	EMPTY CONDUIT	PT	POTENTIAL TRANSFORMER
EMT	ELECTRIC METALLIC TUBING	PWR	POWER
ETR	EXISTING TO REMAIN	REC	RECEPTACLE
EX	EXISTING		
F	FUSE	RECEPT	
FA	FIRE ALARM	RL	RELOCATE EXISTING
FAAP	FIRE ALARM ANNUNCIATOR PANEL	RM	ROOM
FAC	FIRE ALARM CONTROL PANEL	RMC	RIGID METAL CONDUIT
FDAS	FIRE DETECTION ALARM SYSTEM	RV	REMOVE EXISTING
CG	GENERAL CONTRACTOR	SA	SURGE ARRESTOR
GF	GROUND FAULT CIRCUIT INTERRUPTER	SD	SURGE PROTECTION DEVICE
GFR	GROUND FAULT RELAY	TYP	TYPICAL
GRND	GROUND	UL	UNDERWRITERS' LABORATORIES, INC.
H	HANDHOLE	UON	UNLESS OTHERWISE NOTED
HZ	HERTZ		VOLTS
IG	ISOLATED GROUND	W	WIRE, WATTS
IMC	INTERMEDIATE METAL CONDUIT	WP	WEATHERPROOF

[illegible]

NOTE: EXISTING BUILDING'S SEQUENCE OF OPERATIONS IS FOR REFERENCE ONLY
CONTRACTOR TO VERIFY EXISTING BUILDING'S SEQUENCE OF OPERATIONS.



NOTE: THIS IS A TYPICAL MOUNTING DETAIL. REFER TO PLANS AND SPECS FOR DEVICE TYPES USED ON PROJECT.

FACP ANNUNCIATION	NOTIFICATION	REQUIRED FIRE SAFETY CONTROL
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FA000 NOT TO SCALE

FA000 NOT TO SCALE