

UNION COUNTY BOARD OF EDUCATION CONTRACT ROUTING SHEET

Contractor Name: LaFave's Construction Company, Inc.
 Address: 100 Coldwater Street
 City, State, Zip: Landis, NC 28088
 Contact Name: Melvin Weaver
 Telephone Number: 704.857.1171

UCPS Contract Number: 4-9700008

Purpose of Contract (location and brief description): Chimney Removal Project (multiple locations)

Submitting Department: Facilities Department

Date Submitted: 11.21.2023

Budget Account Number: _____

Funding Source: CIP

Contract Amount: \$ 351,000

Contract Period: Completion May 19, 2024

UCPS Employee to Contact: Penny Helms/Danny McManus

Phone Number: 704-296-3160

NOTE: Individuals listed below should initial, date, and forward this form after completing their responsibilities relating to this Contract.

1. Approved by Fund Owner/Acquire Vendor Signature and proper
**Insurance Certificate with UCBOE NAMED as
 CERTIFICATE HOLDER.**

A. Insurance Certificate Reviewed/Approved by Risk Management

2. Approved by Appropriate Representative(s) of UCPS:

- ☒ UCPS Project Coordinator
☒ UCPS Department Head/School Principal
☒ Asst. Supt. for Administration & Operations
☐ Asst. Supt. for Human Resources
☐ Asst. Supt. for Instructional Programs Asst.
☐ Asst. Supt. of Student Support
☐ Chief School Performance Officer
☐ Chief Technology Officer

INITIAL

DATE

DS
SH

11/27/2023 | 11:14 AM

DS
JH
DS

11/27/2023 | 6:15 AM

DS
DM
CM

11/22/2023 | 7:54 AM

11/21/2023 | 4:31 PM

FORWARD TO UCPS GENERAL COUNSEL OFFICE

DS
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KB

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MM

11/30/2023 | 6:25 AM

3. Approved by Legal Counsel

FORWARD TO SUPERINTENDENT/BOARD OF EDUCATION

4. Approved by Superintendent/Board of Education

FORWARD TO FINANCE

6. Pre-audited by Representative of Finance Officer

DS
SM

12/1/2023 | 11:56 AM

**UNION COUNTY PUBLIC SCHOOLS
CHIMNEY REMOVAL PROJECT
(CONTRACT NUMBER 4-97000008)**

This Contract is made and entered into this 8th day of November 2023 between The Union County Board of Education ("UCBOE") located at 400 North Church Street, Monroe, North Carolina 28112 and LaFave's Construction Company, Inc. ("Contractor") located at 100 Coldwater Street, Landis, North Carolina 28088.

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of Contractor - The Contractor agrees to provide all services as required to fully, timely

and properly complete Union County Public Schools Chimney Removal Project (the "Project") in accordance with, and as more particularly described, in the Project Manual dated August 2023, Addendum 1 and Addendum 2, which is incorporated herein by reference (the "Services"). The Project Manual includes the drawings and specifications.

The Contractor agrees to coordinate its Services with the work of any other separate contractors or with the work of the UCBOE's own forces to avoid delaying or interfering with their work. The Contractor further agrees to inform the UCBOE on a regular basis or at the UCBOE's request of the progress of the Services.

Unless otherwise provided, the Contractor shall secure and pay for all permits, licenses, or inspections necessary for the proper execution and completion of the Services; shall comply with all laws, ordinances, or regulations bearing on the performance of the Services; shall enforce good order and discipline among his employees and subcontractors on the Project; and shall keep the Project reasonably free from waste materials or rubbish resulting from the Contractor's operations.

The Contractor warrants that the Contractor has visited the location of the Project and is familiar with all field conditions bearing upon the Contractor's performance of the Services; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Services meets or exceeds the standards ordinarily observed in the industry; and that the Services conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Services shall be free from defects and nonconformities in materials and workmanship for a period of two years from the later of the Date of Completion or such date as the Contractor actually completes all the Services. During such period the Contractor will remedy at Contractor's expense nonconformities or defects in the Services within a reasonable time after receiving notice thereof from UCBOE.

In addition to the indemnification obligations contained in the attached terms and conditions to this Contract, the Contractor further agrees to defend and indemnify the UCBOE from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the Contractor's failure to pay subcontractors or materials suppliers.

The Contractor agrees that the UCBOE may order changes in the general scope of the Services, including additions, deletions, and similar revisions. The parties agree to adjust the Contract Price and Date of Completion to reflect the effects of such changes, which adjustments shall be authorized only upon execution of a written change order (a "Change Order"). In case of emergency or extenuating circumstances or if a construction contingency is provided as stated below, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedures.

The UCBOE may issue written Change Orders to the Contractor directing a change in the Services. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. If the UCBOE and Contractor do not mutually agree on the amount of the change in the Contract Price, the Contractor will proceed with the Services described in the Change Order and the UCBOE will pay the reasonable costs of any additional work, including a reasonable amount for the Contractor's overhead and profit. Any decrease in Contract Price for a decrease in the Services will be the reasonable costs of the Services deleted, including a reasonable amount for the decrease in the Contractor's overhead.

Asbestos may or may not be present at the project site. In accordance with the Asbestos Hazard Emergency Response Act (AHERA) the UCBOE has had an Asbestos Management Plan (AMP) prepared for this site. A copy of the AMP is available at the UCPS Facilities Department or at the project site. The AMP is designed to document (to the best of the UCBOE's ability) the asbestos containing building materials (ACBM) or presumed asbestos containing materials (PACM) present at the project site. It is incumbent upon the Contractor to review the AMP to insure his/her staff does not come in contact or otherwise disturb the ACBM/PACM. The Contractor is to notify all their subcontractors and other staff involved with the project of the AMP so they may also avoid being exposed to and /or disturbing any ACBM/PACM during construction. It shall be understood that by executing an agreement between the UCBOE and Contractor that the Contractor has made this review and has notified all staff involved with this project of the availability of the AMP.

The UCBOE and Contractor recognize that time is of the essence to this Agreement and that the UCBOE will suffer financial loss if the work is not completed within the times specified herein. Both parties also recognize the delays, difficulties and expense involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the UCBOE if the Work is not completed on time. Accordingly, in lieu of requiring such proof, the UCBOE and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to the UCBOE for each day in excess of the term allowed for completion of the Work, the Contractor shall pay to the UCBOE the sum of \$500.00 as liquidated damages.

Contractor shall for the duration of this Contract maintain and pay for insurance through insurers approved by the UCBOE having provisions for the following coverages:

Workman's Compensation and Employers Liability Insurance in the Contractor's name with limits of liability under the Employers Liability portion of not less than \$1,000,000.00, containing a waiver of subrogation in favor of the UCBOE executed by the insurance carrier

Public Liability Insurance including Contractual Liability Insurance in the Contractor's name, with bodily injury limits of not less than \$1,000,000.00 for each occurrence and Property Damage Insurance with a minimum of \$500,000.00 for each occurrence.

The Contractor shall take out and maintain such insurance as will indemnify and save the UCBOE harmless from any and all claims made by any person or persons for damage for personal injury-including death-and property damage which may arise from the Contractor's operations on the premises of the UCBOE whether such operations are by the Contractor, any sub-contractor or anyone directly indirectly employed by either of them.

Automobile Liability Insurance with an Employer's Non-Ownership Liability Endorsement in the Contractor's name covering all owned, non-owned, and hired vehicles. Limits of liability shall not be less than \$1,000,000.00 for each accident for bodily injury and property damage.

Builders Risk or Installation Floater covering fire, vandalism, malicious mischief, and extended coverage perils in amounts sufficient to cover the value of the work installed and the building materials stored at the Construction Site.

Before commencing any Work, the Contractor shall forward to the UCBOE two copies of a Certificate of Insurance issued by the Insurance Carrier, not the local agent or representative, indicating that all required insurance is in force. The Certificate shall state the policy number, date of expiration, and limits of liability, and contain a provision that the insurance will not be cancelled, changed or allowed to lapse prior to ten days after written notice to such cancellation or intention to allow lapse has been forwarded by Registered Mail to the UCBOE. The Contractor shall list Union County Board of Education as additional insured. The Contractor must certify that he has obtained similar certificates or evidence of insurance from each of his sub-contractors before work commences. Each sub-contractor must be covered by insurance of the same type and in the same amounts as the Contractor unless the Contractor and the UCBOE agree that a reduced coverage is adequate because of the nature of the particular sub-contract work. The Certificate of Insurance must be received within 48 hours of request by UCBOE.

The term of this contract: Work to be performed under this Agreement shall commence upon receipt of purchase order issued by UCBOE, and shall be pursued continuously until completed. Contractor shall endeavor to accomplish its substantial completion by 180 calendar days from start date. The date of substantial completion of the work or designated portion thereof shall be that date when the Work is sufficiently complete that the UCBOE can utilize the work or any designated portion thereof for the use for which it is intended. The guarantee and warranty period shall begin on the date of final acceptance of the roofing assemblies by the UCBOE (the "Date of Completion"). The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract.

This contract does not grant the Contractor the right or the exclusive right to provide specified services to UCBOE. Similar services may be obtained from sources other than the Contractor (or not at all) at the discretion of the UCBOE.

The Contractor represents and warrants that (i) it is duly qualified and licensed to provide the Services, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar services under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations, and (v) its reports, if any, shall be complete, accurate, and unambiguous.

2. Obligations of UCBOE. UCBOE agrees to pay the Contractor for services as follows:

(i) Base Bid

East Union Middle	\$ <u>45,100.00</u>
Forest Hills High	\$ <u>38,100.00</u>
Indian Trail Elementary	\$ <u>31,800.00</u>
Marshville Elementary	\$ <u>28,200.00</u>
Monroe High	\$ <u>27,000.00</u>
Parkwood High	\$ <u>29,300.00</u>
Prospect Elementary	\$ <u>29,900.00</u>
Sun Valley High	\$ <u>47,400.00</u>
Walter Bickett ED	\$ <u>59,200.00</u>

(ii) Contingency Funds \$ 15,000.00

(iii) Total Bid \$ 351,000.00

(iv) Unit Cost: 2 x Fire Treated Framing Material \$ 8.00 bd./ft.
4 x 8 (3/4") Fire Treated Plywood \$ 4.50 per sq.ft.

3. Project Coordinator. Maurice Brown is designated as the Project Coordinator for the UCBOE. The Project Coordinator shall be the UCBOE's representative in connection with the Contractor's performance under this Contract. The UCBOE has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. Contractor Supervisor. Melvin Weaver is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract. Substitution of Contract Supervisor must be presented to Project Coordinator with a minimum of 24 hour notice and shall include contact information of the newly selected Contractor Supervisor.
5. Terms and Methods of Payment. UCBOE will make payment after pay applications are approved on a net 30 day basis. Failure to submit all required documents will delay payment. UCBOE will not pay for services or materials in advance without the prior approval of the Finance Officer. Contractor shall submit applications for payment to Nelson Hall & Associates, Inc. by the twenty fifth (25) date of the month. The application for payment shall be in the amount of ninety-five (95%) percent of the value of work installed by Contractor and approved by UCBOE until project is fifty (50%) percent complete. The UCBOE will pay for materials stored on the site only if agreed to prior to shipment of the materials. Otherwise, payment will be made for materials in place and work complete as verified by observation reports and the roof observer. Waivers of Lien from material suppliers shall be submitted commencing with the second request for payment. No requests for payment (after the first request) will be processed without appropriate Waivers of Lien attached to the payment request. All pay requests must be signed by

the onsite roof observer (if applicable) prior to submission, contain the MBE Documentation for Contract Payments, Subcontractor Information for Contract Payments, Sales Tax Certification Form.

Request for final payment must be accompanied by the warranty letter from the Contractor stating that all punch list items have been completed, lead and asbestos free certification and lien waivers from the Contractor and material suppliers.

6. Additional Provisions. Contractor agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.
7. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

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[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, UCBOE and Contractor have executed this Contract on the day and year first written above.

LaFaves Construction Company inc

Contractor Name
DocuSigned by:
Chris Crider
12/1/2023 | 8:39 AM PST
Signature of Authorized Representative
Chris Crider
PM
Printed Name
Title
56-1574275
Contractor's Federal Identification #
[if Contract is with Organization or Social Security Number if individual]

THE UNION COUNTY BOARD OF EDUCATION

DocuSigned by:
Kathy Heintzel
12/1/2023 | 3:17 PM EST
Board Chairperson
Date

This instrument has been pre-audited.
in the manner required by the School Budget
and Fiscal Control Act.

DocuSigned by:
Shanna McLamb
12/1/2023 | 11:56 AM PST
Finance Officer
Date

APPROVED AS TO FORM:
DocuSigned by:
Michelle Morris
11/30/2023 | 6:25 AM PST
School Board Attorney
Date

REVIEWED BY:
DocuSigned by:
Sara Hymel
11/27/2023 | 11:14 AM
Division of Insurance and Risk Management
Date

Attachment A

Standard Terms and Conditions

I. Standard Terms and Conditions for All Contracts

1. Defined Terms, "Contract" means the agreement between UCBOE and Vendor which consists of the applicable Contract Documents. "Contract Documents" means: (i) any applicable purchase order between Vendor and UCBOE specifically including all terms and conditions set forth or referenced herein and on the face of a Purchase Order, (ii) any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for proposals or invitation for bids and Vendor's response thereto), and (iv) any other terms and conditions of a written agreement signed by Vendor and UCBOE that deals with the same subject matter. "Goods" means any supplies, materials, products or other tangible personal property provided by Vendor to UCBOE. "Purchase Order" mean any applicable purchase order issued by UCBOE. "Services" means services, specifically including without limitation construction services, design services, professional or consulting services and software as a service, "UCBOE" means the Union County Board of Education. "Vendor" means the party contracting with UCBOE and includes individual and entities that may be referred to in Contract Documents as "vendor", "seller", "service provider", or "contractor".
2. Written Agreement Signed by Both Parties; Acceptance of Purchase Order Terms and Conditions when there is not a Separate Written Agreement Signed by Both Parties. When a Contract is signed by both UCBOE and Vendor then the Purchase Order issued by UCBOE is for administrative convenience and is not part of the Contract Documents. When there is not a separate Contract signed by both UCBOE and Vendor, then Vendor's acknowledgment of the terms of any Purchase Order, without timely objection, or Vendor's shipment or performance of any part of a Purchase Order, constitutes an agreement to all terms and conditions set forth or referenced herein and on the face of the Purchase Order, together with the terms and conditions of any other applicable Contract Documents. The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Vendor and UCBOE with respect to the purchase by UCBOE of the Services and/or Goods work performed as described in the Contract Documents. In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to UCBOE shall control. A Purchase Order constitutes an offer by UCBOE and expressly limits acceptance to the terms and conditions stated therein. No additional or supplemental provision or provisions in variance herewith that may appear in Vendor's quotation, acknowledgment, invoice, or in any other communication from Vendor to UCBOE shall be deemed accepted by or binding on UCBOE. UCBOE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until UCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by UCBOE are subject to correction.
3. Cancellation of Purchase Order. UCPS may cancel any Purchase Order or portion thereof without liability, if: (a) Vendor fails upon request to give reasonable assurance of timely performance or UCPS otherwise determines that it has reasonable grounds for insecurity regarding Vendor's performance; (b) conforming Goods or Services (including the quantities specified for delivery) are not delivered within the time specified or, if no time is specified, within a commercially reasonable time; (c) Vendor otherwise breaches the Contract and such breach is not corrected within thirty (30) days following written notice of breach; or (d) cancellation is otherwise required or allowed by law.
4. Quantities. Shipments must equal exact amounts ordered unless otherwise agreed in writing by UCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases. Materials received in excess of quantity specified on the purchase order, at UCBOE option's, may be returned at the Vendor's expense.
5. Prices. If Vendor's price or the regular market price of any of the Goods covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods, Vendor agrees to give UCBOE the benefit of such lower price on any such Goods. In no event shall Vendor's price be higher than the price last quoted or last charged to UCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. Invoices. It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation.

Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to UCBOE's accounts payable department with a copy to UCBOE Project Coordinator.

7. Freight on Board. All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents. Any freight charges prepaid by Vendor are to be itemized on the invoice unless stated otherwise in writing by form of quote, bid, contract. In instances where Goods are shipped against this order by parties other than those specified on the Purchase Order, the third-party shipper must be instructed to list the UCBOE purchase order number on all packages, bills of lading, etc. to insure prompt identification of order.
8. Taxes. Taxes are included in the Contract Price. Applicable taxes shall be invoiced as a separate item for UCBOE's records.
9. Payment Terms. Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods, whichever is later.
10. Condition and Packaging. Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. Safety Data Sheets. Safety Data Sheets must be provided with shipment of all chemicals."
12. Delays in Shipment. Time and date of delivery are of the essence, except when delay is due to causes beyond Vendor's reasonable control and without Vendor's fault or negligence.
13. Risk of Loss. Vendor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by UCBOE or its nominee.
14. Rejection. All Goods shall be received subject to UCBOE's inspection. Goods that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Vendor's expense or may be accepted at a reduced price. UCBOE may require Vendor to promptly replace or correct any rejected Goods Services and, if Vendor fails to do so, UCBOE may contract with a third party to replace such Goods Services and charge Vendor the additional cost.
15. Warranties. Vendor warrants that all Goods delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by UCBOE of the Goods and shall run to UCBOE and any user of the Goods. This express warranty is in addition to Vendor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, UCBOE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.
16. Compliance with All Laws. Vendor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of Vendor to proceed may be terminated immediately by written notice if UCBOE determines that Vendor, its agent or another representative, has violated any provision of law.
17. Use of Federal Funds. If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).
18. Registered Sex Offenders; Jessica Lunsford Act. Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Vendor agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all of its employees whose job involves direct interaction with students as part of the job. UCBOE prohibits any personnel listed on such registries from being on any property owned or operated by UCBOE and from having any direct interaction with students. As a term of the Agreement, said checks must be performed by the Vendor and reported to UCBOE's Superintendent or designee, if Vendor's employees will be working directly with students. Under provisions set forth in the Jessica Lunsford Act under North Carolina law, the signature below certifies that neither Vendor nor any employee or agent of Vendor is

listed as a sex offender on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.

19. Nondiscrimination. During the performance of the Contract, Vendor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
20. FERPA Electronically Stored Data Compliance: Vendor is expressly prohibited from selling or trading any education records or personally identifiable information acquired under the Agreement. Furthermore, Vendor agrees not to attempt to re-identify students from aggregated data. Further, Vendor will not use any personally identifiable information or education records to advertise or market to students of UCBOE or their parents. Any personally identifiable information and education records held by Vendor pursuant to the Agreement will be made available to UCBOE upon request. Vendor will store and process all data using appropriate administrative, physical, and technical safeguards to secure personally identifiable information and education records from unauthorized access, disclosure, and use. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification to UCBOE in the event of a security or privacy incident, as well as procedures for responding to a breach of data. Vendor agrees to share its incident response plan upon request. Vendor shall, for all personally identifiable data and education records in its possession and in the possession of any subcontractors, or agents to which it has transferred data as permitted herein, destroy or de-identify such data when such data is no longer needed to perform the Agreement. Vendor hereby agrees to abide by all Board of Education policies and procedures governing the confidentiality of student records and the responsible use of technology and internet safety. If Vendor experiences a security breach concerning any information covered by the Agreement, and such breach is covered by N.C.G.S. § 75.61(14), then Vendor will (a) fully comply with Vendor's obligations under the N.C. Identity Theft Protection Act, (b) immediately notify UCBOE with the information listed in N.C.G.S. § 75-65(d)(1-4), and (c) fully cooperate with UCBOE in carrying out its obligations under said Identity Theft Protection Act. Vendor will indemnify UCBOE for any breach of confidentiality or failure of its responsibilities to protect confidential information, and for cost of notification of affected persons as a result of its accidental or negligent release of personally identifiable information or education records provided to Vendor pursuant to the Agreement.
21. North Carolina Public Records Law: Vendor acknowledges that UCBOE is subject to the requirements of North Carolina's Public Records Law ("NCPRL"), N.C.G.S. § 132-1, et. seq. The Agreement and any related documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received by UCBOE in connection with the transaction of the Agreement may be considered a "public record," subject to disclosure under the NCPRL. UCBOE is under no obligation to notify Vendor prior to its compliance of its duties under NCPRL.
22. Conflict of Interest. Vendor represents and warrants that no member of UCBOE or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Vendor also represents and warrants that, if the Contract is funded by any amount of federal funds, no violation of 2 C.F.R. § 200.318(c) or any other applicable federal conflict of interest law has occurred or will occur. Vendor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
23. Gratuities. Vendor represents and warrants that no member of UCBOE or any of its employees has been or will be offered or given a gratuity to an official or employee of UCBOE in violation of applicable law or policy.
24. Kickbacks to Vendor. Vendor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a UCBOE Contract or in connection with a subcontract relating to a UCBOE Contract. When Vendor has grounds to believe that a violation of this clause may have occurred, Vendor shall promptly report to UCBOE in writing the possible violation.
25. Iran Divestment Act. Vendor certifies that, as of the date listed below, it is not on the Final Divestment List, as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4, in violation of the Iran Divestment Act. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Vendor shall not

utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

26. Divestment from Companies that Boycott Israel. The Vendor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
27. E-Verification. Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes
28. Indemnification. To the fullest extent permitted by law, Vendor shall indemnify and hold harmless UCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Vendor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Vendor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Services and/or Goods sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Vendor shall indemnify and save harmless UCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Services and/or Goods and are contributed to by said condition. In the event Vendor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of UCBOE in the performance of the Contract Documents, Vendor agrees that it will indemnify and hold harmless UCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
29. Insurance. Unless such insurance requirements are waived or modified by UCBOE or risk management ("DIRM"), Vendor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Automobile - Vendor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Vendor shall maintain commercial general liability insurance that shall protect Vendor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Vendor, Vendor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Vendor shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Vendor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Vendor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.
30. Termination for Convenience. In addition to all of the other rights which UCBOE may have to cancel this Contract or an applicable Purchase Order, UCBOE shall have the further right, without assigning any reason therefore, to terminate the Contract (or applicable Purchase Order), in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from UCBOE to Vendor. If the Contract is terminated by UCBOE in accordance with this paragraph, Vendor will be paid in an amount which bears the same ratio to the total compensation as does the Services and/or Goods actually delivered or performed to the total originally contemplated in the Contract. UCBOE will not be liable to Vendor for any costs for completed Goods, Goods in process or materials acquired or contracted for if such costs were incurred prior to the date of this Contract or an applicable Purchase Order.
31. Termination for Default. UCBOE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Vendor. In addition to any other remedies available to UCBOE law or equity, UCBOE may procure upon such terms as UCBOE shall deem appropriate, Services and/or Goods

- substantially similar to those so terminated, in which case Vendor shall be liable to UCBOE for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
32. **Contract Funding.** It is understood and agreed between Vendor and UCBOE that UCBOE's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of UCBOE for any payment may arise until funds are made available to UCBOE's Finance Officer and until Vendor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. UCBOE shall not be liable to Vendor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
 33. **Accounting Procedures.** Vendor shall comply with any accounting and fiscal management procedures prescribed by UCBOE to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
 34. **Improper Payments.** Vendor shall assume all risks attendant to any improper expenditure of funds under the Contract. Vendor shall refund to UCBOE any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Vendor shall make such refunds within thirty (30) days after UCBOE notifies Vendor in writing that a payment has been determined to be improper.
 35. **Contract Transfer.** Vendor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of UCBOE.
 36. **Contract Personnel.** Vendor agrees that it has, or will secure at its own expense, all personnel required to provide the Services and/or Goods set forth in the Contract.
 37. **Key Personnel.** Vendor shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Vendor) assigned to the performance of the Contract without prior written approval from UCBOE Project Coordinator (the individual at UCBOE responsible for administering the Contract).
 38. **Contract Modifications.** The Contract may be amended only by written amendment duly executed by both UCBOE and Vendor.
 39. **Relationship of Parties.** Vendor is an independent contractor and not an employee of UCBOE. The conduct and control of the work will lie solely with Vendor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Vendor and UCBOE. Employees of Vendor shall remain subject to the exclusive control and supervision of Vendor, which is solely responsible for their compensation.
 40. **Advertisement.** The Contract will not be used in connection with any advertising by Vendor without prior written approval by UCBOE.
 41. **Monitoring and Evaluation.** Vendor shall cooperate with UCBOE, or with any other person or agency as directed by UCBOE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Vendor shall permit UCBOE to evaluate all activities conducted under the Contract. UCBOE has the right at its sole discretion to require that Vendor remove any employee of Vendor from UCBOE Property and from providing Services and/or Goods under the Contract following provision of notice to Vendor of the reasons for UCBOE's dissatisfaction with the Services and/or Goods of Vendor's employee.
 42. **Financial Responsibility.** Vendor is financially solvent and able to perform under the Contract. If requested by UCBOE, Vendor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by UCBOE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Vendor, the inability of Vendor to meet its debts as they become due or in the event of the appointment, with or without Vendor's consent, of an assignee for the benefit of creditors or of a receiver, then UCBOE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
 43. **Governmental Restrictions.** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. UCBOE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
 44. **Inspection at Vendor's Site.** UCBOE reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as

necessary for UCBOE determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

45. Confidential Information. All information about UCBOE provided to the Vendor or its officers, employees, agents, representatives and advisors (the "Vendor Representatives"), and all copies or other full or partial reproductions thereof and notes, memoranda or other writings related thereto created by Vendor or any Vendor Representative, regardless of whether provided before or after the date of the Contract and regardless of the manner or medium in which it is furnished, is referred to as "Confidential Information". Confidential Information does not include any information that (a) is or becomes generally available to the public other than as a result of an impermissible disclosure by Vendor, (b) was known by or available on a nonconfidential basis to Vendor before it was disclosed by UCBOE or (c) becomes available to Vendor on a nonconfidential basis from a third party whom Vendor does not know to be bound by a confidentiality agreement with, or have an obligation of secrecy to, UCBOE. Except as and to the extent required by law or order or demand of any governmental or regulatory authority, Vendor and Vendor Representatives will (x) keep all Confidential Information confidential and (y) will only disclose or reveal any Confidential Information to Vendor Representatives who must have the information to fulfill Vendor's obligations under the Contract and who agree to observe the terms of this Section. Vendor and Vendor Representatives will not use the Confidential Information for any purpose other than fulfilling Vendor's obligations under the Contract. By way of example and not limitation, Vendor shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information. If Vendor is requested or required, pursuant to applicable law or regulation or by legal process, to disclose any Confidential Information, Vendor will provide UCBOE with prompt and timely notice of the requests or requirements so that UCBOE can seek an appropriate protective order or other remedy and will not be prejudiced by delay. If UCBOE does not obtain a protective order or other remedy, Vendor will only disclose that portion of the Confidential Information which Vendor's legal counsel determines Vendor is required to disclose. Upon termination of the Contract or otherwise upon UCBOE's request, Vendor will promptly deliver to UCBOE all Confidential Information in the possession of Vendor or the Vendor Representatives.

Student Information: If, during the course of Vendor's performance of the Contract, Vendor should obtain any information pertaining to students or students' official records, Vendor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract.

Employee Personnel Information: If, during the course of Vendor's performance of the Contract, Vendor should obtain any information pertaining to employees of UCBOE's personnel records, Vendor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. This section will survive the termination of this Contract.

46. Intellectual Property. Vendor agrees, at its own expense, to indemnify, defend and save UCBOE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that UCBOE's use, possession or sale of the Services and/or Goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
47. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Vendor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Vendor specifically waives any claim for interest.
48. Background Checks. At the request of UCBOE's Project Coordinator, Vendor (if an individual) or any individual employees of Vendor shall submit to UCBOE criminal background check and drug testing procedures.
49. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.

50. No Third-Party Benefits. The Contract shall not be considered by Vendor to create any benefits on behalf of any third party. Vendor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
51. Force Majeure. Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of the Agreement if the party's failure to perform is attributable to war, riot or other disorder, strike or other work stoppage; fire; flood; storm; illness; pandemic, communicable disease, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. However, UCBOE will be entitled to a refund for fees paid on account of services not rendered by Vendor including any and all deposits.
52. Ownership of Documents; Work Product. All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by UCBOE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Vendor pursuant to the Contract shall, at the request of UCBOE, be turned over to UCBOE. Any technical knowledge or information of Vendor which Vendor shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE free from any restrictions as part of the consideration of the Contract.
53. Strict Compliance. UCBOE may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
54. General Provisions. UCBOE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Vendor hereunder, UCBOE shall be entitled to recover costs and reasonable attorney's fees. Vendor may not assign, pledge, or in any manner encumber Vendor's rights under this Contract or applicable Purchase Order or delegate the performance of any of its obligations hereunder, without UCBOE's prior, express written consent.
55. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
56. Severability. Any provision of this Contract that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision. Any provision of the Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

II. Additional Standard Terms and Conditions for Construction Contracts

1. Supervision and Provision for Labor and Supplies. The Vendor will supervise and direct the construction work (the "Work") and shall furnish, provide, and pay for all labor, materials, equipment, machinery, utilities, and services reasonably necessary for the execution and completion of the Work.
2. Coordination of Work and Notification of Progress. The Vendor agrees to coordinate its Work with the work of any other separate contractors or with the work of UCBOE's own forces to avoid delaying or interfering with their work. Vendor shall enforce good order and discipline among his employees and subcontractors on the Project. The Vendor further agrees to inform UCBOE on a regular basis or at UCBOE's request of the progress of the Work.
3. Provision for all Permits, Licenses, and Inspections. Unless otherwise provided, the Vendor shall secure and pay for all permits, licenses, and inspections necessary for the proper execution and completion of the Work.
4. Cleanliness. Vendor shall keep the Project reasonably free from waste materials or rubbish resulting from the Vendor's operations.
5. Additional Warranties. The Vendor warrants that the Vendor has visited the location of the Project and is familiar with all field conditions bearing upon the Vendor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work is non-negligent and meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Vendor further warrants and promises that the Work shall be free from defects

and nonconformities in materials and workmanship for a period of one year from the later of the Date of Completion, which is the date UCBOE accepts the Work or such date as the Vendor actually completes all the Work (the "Date of Completion"). During such period, the Vendor will remedy at Vendor's expense nonconformities or defects in the Work within a reasonable time after receiving notice thereof from UCBOE.

6. Indemnity for Subcontractor Payment. In addition to the indemnification obligations contained in the attached terms and conditions to this Contract, the Vendor further agrees to defend and indemnify UCBOE from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the Vendor's failure to pay subcontractors or materials suppliers.
7. Change Orders. The Vendor agrees that UCBOE may order changes in the general scope of the Work, including additions, deletions, and similar revisions. The parties agree to adjust the Contract Price and Date of Completion to reflect the effects of such changes, which adjustments shall be authorized only upon execution of a written change order (a "Change Order"). In case of emergency or extenuating circumstances or if a construction contingency is provided as stated below, approval of changes may be obtained verbally by telephone or field orders approved by UCBOE Project Coordinator and promptly thereafter substantiated in writing as outlined under normal procedures. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted, including a reasonable amount for the decrease in the Vendor's overhead.
8. Performance/Payment Bond. If required by law and/or the bidding documentation, the Vendor agrees to provide a Performance Bond and Labor and Material Payment Bond for its faithful performance in a form reasonably satisfying to UCBOE.
9. Payments Withheld. The UCBOE may withhold payment for the following reasons to the extent permitted under N.C. Gen. Stat. § 143-134.1(e): (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to UCBOE is provided by the Vendor; (3) failure of the Vendor to make payments properly to subcontractors or for labor, materials or equipment; (4) reasonable evidence that the Work will not be completed with the time specified, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (5) failure to carry out the Work in accordance with the Contract Documents; (6) failure to provide sales tax documentation in accordance with subparagraph 9.3.5; (7) failure or refusal of the Vendor to submit the required information on minority business enterprises; and (8) failure of the Vendor to comply with (a) the provisions of the Sedimentation and Pollution Control Act (N.C. Gen. Stat. § 113A-50 *et seq.*), and/or (b) any Notice of Violation issued by the North Carolina Department of Natural Resources.
10. Retainage. For public construction contracts costing an amount equal to or greater than \$100,000, the UCBOE will retain five percent of the amount of each progress payment on the project for as long as is authorized by N.C. Gen. Stat. § 143-134.1. At all times during the Project, the UCBOE may retain the maximum funds allowed by N.C. Gen. Stat. § 143-134.1. The UCBOE specifically reserves the right to withhold additional funds as authorized by this Contract and N.C. Gen. Stat. § 143-134.1. The Vendor may pay each subcontractor no later than seven days after receipt of payment from the UCBOE and in accordance with N.C. Gen. Stat. § 143-134.1 the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Vendor on account of the subcontractor's portion of the Work. The Vendor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner and in accordance with N.C. Gen. Stat. § 143-134.1.
11. The Vendor shall use and submit applications for payment using a form reasonably satisfactory to UCBOE ("Application for Payment"). The Contractor shall submit with each Application for Payment a completed "Statement of Sales Tax Paid" and "Minority Business Enterprise" documentation in a form acceptable to UCBOE.

III. Additional Standard Term and Condition for Designer Contracts (which include Architectural, Engineering, Surveying, and Technical Services)

Additional Insurance. In addition to the insurance required pursuant to Section 22 of the Standard Terms and Conditions for All Contracts, the Vendor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Professional liability insurance in commercially reasonable amounts as reasonably determined by UCBOE.

IV. Additional Standard Terms and Conditions for Information Technology Contracts

1. Definitions.

“Hardware” means the hardware the Vendor utilizes in the Hosted Environment for delivery and maintenance of the Hosted Software Services.

“Hosted Environment” means the Hardware, system software, hosting support software, network connectivity, and facility used by Vendor to support the Hosted Software Services.

“Hosted Software Services” means the application, including the Hosted Software and any applicable Third-Party Software, as run on the Hosted Environment.

“Hosted Software” means the software owned and controlled by Vendor or Vendor’s third-party contractor that supports the Hosted Software Services.

“Support Services” means application and technical support required to maintain the performance, uptime and connectivity of the Hosted Software Services for UCBOE access and use, including without limitation, telephone support, error correction, maintenance, and installation of Updates and Upgrades to the Hosted Software.

“Updates” means (i) modifications to or releases of the Hosted Software that (a) add new features, functionality, and/or improved performance, (b) operate on new or other databases, operating systems, or server platforms or (c) extend the Hosted Software functionality to take advantage of advances in coding language, hardware, network or wireless infrastructures; and (ii) deviation corrections, bug or error fixes, patches, workarounds, and maintenance releases.

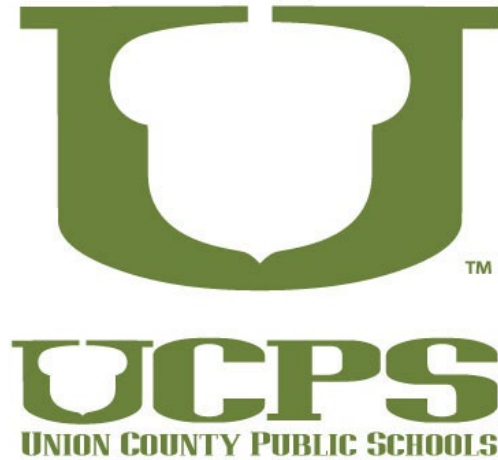
“Upgrades” means any new version or new release of the Hosted Software typically provided on an annual or bi-annual basis by the Vendor that includes new features, functions, support or service that were not in place with the immediately prior version.

2. Grant of License. Vendor grants to UCBOE for the term of this Contract a non-exclusive, non-transferable license to access and use over the internet the Hosted Software (the “License”).
3. Updates and Upgrades. Vendor will make certain limited and applicable Hosted Software Updates and Upgrades available to UCBOE at no additional cost. All such Updates and Upgrades shall automatically become subject to the benefits and terms of this Contract and shall automatically be considered part of the License granted under this Contract.
4. Security. Vendor’s Hosted Environment shall maintain security measures in place to help protect against the loss, misuse, and alteration of the Hosted Software Services, and specifically the Confidential Information provided to Vendor by UCBOE.
5. Warranties. Vendor warrants the following: (a) Vendor has the full authority to grant the License; (b) the Hosted Software is free from material defects or viruses; (c) the Hosted Software contains no disabling devices; and (d) the Hosted Software conforms to all material specifications set forth in the documentation and any other written material provided to UCBOE for any purpose. Without limiting any other remedies available to UCBOE under this Contract, at law or in equity, in the event that any Hosted Software does not conform to the warranties set forth for the Hosted Software herein, Vendor shall, at UCBOE’s option, promptly correct or replace such Hosted Software and, in either case, Vendor shall perform any Support Services or other work required to restore the Hosted Software to the state that existed prior to any such breach, all at Vendor’s expense. UCBOE reserves the right to reject the Hosted Software and to hold Vendor responsible for any loss, direct or indirect, caused by any such breach of warranty. In the event Vendor is or becomes aware of a problem with any item of Hosted Software, Vendor shall notify UCBOE upon such determination. Acceptance or use of the Hosted Software shall not constitute a waiver of any claim under any warranty.
6. Effect of Termination and Orderly Transition. Upon termination or expiration of this Contract for any reason, Vendor will cooperate in good faith with UCBOE to provide for an orderly transfer of the Goods and Services

and Confidential Information to UCBOE or UCBOE's successor vendor ("Orderly Transition") and according to the terms of this section.

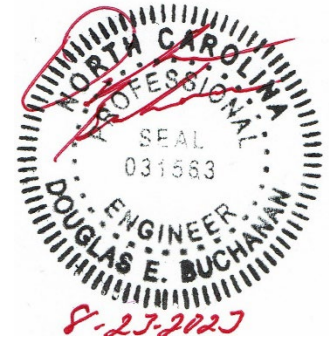
- a. **Scope of Work for Orderly Transition.** Within thirty (30) days of notification by UCBOE that it will transfer Goods and Services to itself or a successor vendor, the parties will create and execute a scope of work document detailing tasks, the responsible parties for individual tasks, and timeframes for completion of tasks necessary to complete an Orderly Transition. The final, executed Orderly Transition scope of work shall be incorporated into this Contract and become subject to its terms. Vendor's failure to (a) cooperate in developing the Orderly Transition scope of work, (b) execute an Orderly Transition scope of work, or (c) abide by the executed Orderly Transition scope of work shall be deemed a material breach of this Contract.
 - b. **Time Frame.** Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Vendor shall continue to provide Goods and Services while UCBOE migrates its Confidential Information from Vendor's Hosted Software Services in the Orderly Transition process. Vendor agrees that, as part of the Orderly Transition process and within the specified time frame, it will transfer to UCBOE all of the Confidential Information provided to Vendor by UCBOE pursuant to this Contract. Vendor will provide the Confidential Information in commercially reasonable electronic format as agreed in the Orderly Transition scope of work at no additional cost.
 - c. **Time and Material Costs Only.** UCBOE will be obligated to pay for time and materials at a reasonable hourly rate of no more than \$75/hour for the Orderly Transition. No other fees will be assessed for the Orderly Transition. Fees shall be agreed upon in advance as part of developing the scope of work referenced in subsection (a) above.
 - d. **Destruction of Confidential Information after Orderly Transition.** Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Vendor agrees that after returning all Confidential Information to UCBOE pursuant to subsection (b) above it will destroy all remaining copies of Confidential Information and back-up Confidential Information in its possession, contained in or on any medium (such as a storage area network or "SAN") or as may be stored offsite, within thirty (30) days of completion of Orderly Transition. Vendor shall provide UCBOE with a detailed summary of the destruction process and standards to be utilized by Vendor with respect to the Confidential Information, and UCBOE shall approve such process and standards prior to Vendor commencing such destruction.
7. **Intellectual Property Warranty.** In addition to the warranties set forth elsewhere in this Contract with respect to the Goods and Services, Vendor expressly represents, warrants and covenants that neither the furnishing of Hosted Services to UCBOE hereunder, nor does the Hosted Software, violate, in whole or in part, any provision of any law, common law or regulation concerning copyrights, trade secrets, trademarks, tradenames, service marks, patents or other provisions regulating or concerning intellectual property rights.
 8. **Additional Indemnification.** To the fullest extent permitted by law, Vendor shall indemnify, defend and hold harmless UCBOE, its and directors, officers, managers, employees and agents, from all suits, claims, costs, damages and other liabilities, including reasonable attorneys' fees as incurred by counsel of UCBOE's choice, relating to or arising from (a) Vendor's failure to maintain the security and integrity of Confidential Information, the Hosted Software Services and the Hosted Environment; (b) any claim for infringement of any copyright, trade secret, trademark, tradename, service mark, patent, or other law or regulation concerning intellectual and/or proprietary property rights; and (c) any claims by third party interests in the Hosted Software.
 9. **Data Use.** Notwithstanding the foregoing, Vendor acknowledges and agrees that all Confidential Information is proprietary to and owned exclusively by UCBOE, whether provided in tangible or electronic form and whether entered into any software or Hosted Software Services owned or licensed by Vendor (including without limitation the Hosted Software and Hosted Software Services) or otherwise provided in connection with any products provided and services performed by Vendor (including without limitation the Goods and Services) and whether to, by or through a Vendor-affiliated ASP or other Hosted Software Services. Furthermore, Vendor shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information or otherwise use Confidential Information in any manner unrelated to the performance of Vendor's obligations under the Contract. Vendor shall not share Confidential Information with any parent or subsidiary company of Vendor or any other Vendor-affiliated entity without the express prior written consent of UCBOE detailing the scope of allowable disclosure. Vendor agrees that if it breaches this

section, UCBOE may, at its option, pursue any or all of the following remedies: (a) immediately terminate this Contract without liability to Vendor; (b) seek an injunction without posting a bond; and (c) pursue whatever other remedies may be available to it at law, in equity or pursuant to this Contract.



UNION COUNTY PUBLIC SCHOOLS 2023-UCPS-R-1-CHIMNEY REMOVAL PROJECT PROJECT MANUAL

August 2023



Prepared by:



WOLF TRAIL™
ENGINEERING

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SECTION 00 01 15
LIST OF DRAWINGS

The following drawings and details are included as part of the Contract Documents:

<u>Drawing</u>	<u>Description</u>	<u>Date</u>
C01	Cover	8-23-2023
DP01	Detail Plan	8-23-2023
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END OF SECTION 00 01 15

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ADVERTISEMENT FOR BIDS

BID NUMBER: 4-97000008

Sealed bids for the **Union County Public Schools, Chimney Removal Project**, will be received by the Owner at Union County Public Schools Maintenance Facility, 201 Venus St., Monroe, NC 28112, by **10:00 a.m., September 14th, 2023**, at which time bids will be opened publicly and read aloud.

The Owner is: **Union County Public Schools**
C/O: Penny Helms, UCPS
Address: 201 Venus St.
Monroe, NC 28112

Project Manager: Maurice Brown

The Engineer is: **Wolf Trail Engineering, LLC**
Attention: Lynne Baker
Phone # 704-282-0826
Email: Lynne@wolftrailengineering.com

Prime Bidders & major subcontractors may receive a complete PDF set of plans and specifications upon request to the office of the Engineer.

All questions should be directed to the Engineer at the phone number shown above.

A Pre-Bid conference is scheduled to begin at 8:00 a.m., September 6th, at 3005 Ruben Rd. Monroe, NC 28112 and continue to remaining sites.

*Attendance is **Required** for the 8:00 a.m. pre-bid conference. *

All prospective bidders are encouraged to continue to each of the remaining sites for pre-bid briefings with the Owner's representative and Engineer.

It will be the contractor's responsibility to satisfy themselves with existing conditions outside of these briefings should they elect not to attend.

A bid security for 5% of the total bid amount shall be submitted with each bid.

The Owner reserves the right to reject any and all bids, to waive informalities, and to award the contract to another bidder, other than the low bidder, should it be deemed in their best interest.

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 SECURING DOCUMENTS

- A. Obtain procurement documents for bidding purposes under conditions as set forth in the Advertisement for Bid.

1.2 BID FORM

- A. Submit Bids on the forms provided, properly executed and with all items filled out. Modification of the Bid Form, attachment of conditions or limitation of provisions may be cause for rejection of the Bid. Alterations, erasure, or interlineations must be noted with explanation on the Bid Form over the signature of the Bidder.

1.3 FAMILIARITY WITH WORK AND CONDITIONS:

- A. Before preparing Bids, Bidders are urged to visit the site to inform and familiarize themselves with all conditions involved and under which the project is to be constructed or apparatus erected or installed. The Owner will not be responsible to the Contractor for payments other than as set out in the Construction Contract should construction conditions be different from those assumed or contemplated by the Contractor. The Contractor is required to satisfy himself, before bidding, as to the correctness of the site as indicated by the Contract Documents.

1.4 SUBMISSION OF BIDS

- A. Deliver Bid to the location indicated in the Advertisement for Bid before time set for receipt of bids. Submit Bid in an opaque, sealed envelope and marked in the lower left-hand corner with the following information:

- 1. Bidder's Name
- 2. Bidder's Address
- 3. Bidder's Phone
- 4. Contractor's License No.
- 5. Title of Project
- 6. Date and Time of the Bid Opening

- B. If not delivered in person, envelope shall be enclosed in a second envelope for posting to the location indicated for receipt of bids. Address outside envelope as follows:

C/O: Penny Helms
201 Venus St., Monroe, NC 28112
Label Packages "URGENT– TIME SENSITIVE BID ENCLOSED"

- C. It is the sole responsibility of the Bidder to submit Bid prior to time fixed for receipt.

- D. Electronic submission of Bids or Bid modifications will not be accepted. Bids received after the time fixed for receipt will be considered late and will be returned to the Bidder unopened.

1.5 BID SECURITY

- A. A Bid Security in the amount of 5 percent (5%) of the Bid Sum shall be furnished with the submission of the Bid. Acceptable Bid Securities include a bid bond, certified check, or other type of security, as stipulated by the North Carolina General Statutes. Submitted Bid Security should be on the Owner's form, attached in the Project Manual.

1.6 PERFORMANCE AND PAYMENT BONDS

- A. Performance Bond and Labor and Material Payment Bonds, each in the amount of 100 percent of the Contract Sum, shall be furnished at the time of Contract execution. Submit Bonds on the forms attached in the Project Manual. See Sections 00 61 13.13 and 00 61 13.16

1.7 EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK

- A. Prior to submitting Bid, each Bidder shall carefully examine the proposed Contract Documents and visit the project site. Bidders shall fully inform themselves, prior to Bidding, as to all existing conditions and limitations under which the Work is to be performed and shall include in the Bid Sum an amount to cover the cost of all items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made due to lack of such examination or knowledge. The contractor shall verify the square footage of the roof in the project. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such an examination.

1.8 SUBSTITUTIONS

- A. Each Bidder represents that their Bid is based upon the materials and equipment described in the proposed Contract Documents. Substitutions will be considered during the Bidding process in accordance with Document 00 26 00 - Procurement Substitution Procedures. Substitutions after the execution of the Agreement will only be considered in strict accordance with Section 01 25 00 - Substitution Procedures.

1.9 MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bids may be withdrawn upon request from the Bidder prior to opening time. Withdrawn Bids may be resubmitted up to opening time. Negligence or error on the part of the Bidder in preparing his Bid confers no right for withdrawal of the Bid after it has been opened. No Bid may be withdrawn for 90 calendar days after opening except as provided by North Carolina G.S. 143-129.1.

1.10 AWARD OR REJECTION OF BIDS

- A. Award of Contract, if awarded, will be based on, but not limited to, the following criteria:
 - 1. Cost (best advantage for the Owner)
 - 2. Submission of the Owner's required qualification documents before or with the Bid.
 - 3. Acceptance of the contractor's qualifications based on the response to the contractor qualification documents demonstrating his past performance and ability to complete similar work.
 - 4. Conformance with contract documents
 - 5. Acceptable date of delivery
 - 6. Acceptable Form of Bid Security
 - 7. Other reasonable factors deemed fit by the Owner.
- B. A Single Prime Contract will be awarded.
- C. To be considered, a minimum of three Bidders must submit for the Contract.
- D. All bids are subject to the Owner's right to reject any or all bids and to waive any informality in the bids or in the bidding. Failure to provide qualifications, complete all information required on the bid form, or provide adequate bid security may result in rejection of bid.

1.11 EXECUTION OF AGREEMENT

- A. The successful Bidder, to whom the Contract is awarded by the Owner, shall, within 10 days after Notice of Award from the Owner, sign and deliver to the Owner all required copies of the Agreement.
- B. Prior to or in conjunction with delivery of the executed Agreement, the Contractor shall deliver to the Owner documents described in the Project Manual and the policies or certificates of insurance as required by the Contract Documents. The Owner shall approve all bonds and policies or certificates of insurance before the Contractor may proceed with the Work.
- C. Failure or refusal to furnish Bonds or insurance policies or certificates in a form satisfactory to the Owner shall subject the Bidder to forfeiture of Bid Security.

1.12 INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

- A. If any person contemplating submitting a Bid for the construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the Contract Documents, they may submit to the Engineer a written request for interpretation or correction thereof, no later than 7 calendar days prior to the receipt of Bids.
- B. Communications regarding this Work should be addressed to the Engineer indicated in the Advertisement for Bids.

- C. Interpretation or correction of the Contract Documents shall be made by written addendum and will be mailed, faxed, or delivered to each Bidder of record. The Owner will not be responsible for any other explanations or interpretation of the Contract Documents.
- D. It is the responsibility of each Bidder to verify that they have received all Addenda before submitting a Bid. It is the responsibility of all sub-bidders and material suppliers to be familiar with and to include in their price all Addenda issued up to the time of Bid opening. Requests for clarification or additional information shall be accepted only from Bidder submitting as the General Contractor, sub-Bidders and suppliers shall coordinate their requests through these Bidders.
- E. The contractor shall verify if a permit is required by Union County Code Enforcement. The cost of the permit and obtaining inspections shall be part of the contractor's bid.

1.13 PRE-BID CONFERENCE

- A. A pre-bid conference will be held as indicated in the Advertisement for Bids. All prospective bidders are requested to attend. The conference will include a discussion of the proposed site of the work, discussion of the scope and nature of the work, review of the proposed Contract Documents, and discussion of questions submitted by the Bidders.

1.14 CONSTRUCTION TIME AND LIQUIDATED DAMAGES

- A. The Conditions of the Contract include stipulations that the Work be completed within the Contract Time expressed in calendar days.
 - 1. Article 1) Obligations of Contractor of the Conditions of the Contract (Section 00 70 00) includes a stipulation, states that Liquidated Damages accrue per calendar day for each day Work remains incomplete beyond the Contract Completion Date. Refer to the Document 00 31 13 - Preliminary Schedule (Sample) included in the Project Manual for proposed start, completion, and intermediate milestones.

1.15 ROOF MANUFACTURER'S ACKNOWLEDGEMENT

- A. The roof system manufacturer shall complete the Roof Manufacturer's Acknowledgement (Section 00 62 33) form. The Contractor shall enclose the signed Roof Manufacturer's Acknowledgement form from the manufacturer they intend to use on the project with their bid.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 00 21 13

SECTION 00 26 00
PROCUREMENT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Administrative and procedural requirements for handling requests for substitutions prior to the Owner's receipt of bids.

1.2 DEFINITIONS

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

1.3 SUBSTITUTION REQUEST

- A. Request for substitution from Bidders, submitted Bid as General Contractor will be considered if received by the Architect a minimum of 10 days prior to receipt of Bids.
 - 1. Submit three (3) copies of each request for substitution for consideration.
 - 2. Identify the product or method to be replaced in each request. Include reference to related Specification Sections and drawing sheet number.
 - 3. Provide complete documentation on both the product specified and the proposed substitution including the following information as appropriate.
 - a. Comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
 - b. Samples where applicable or requested.
 - c. A detailed comparison of significant qualities of the proposed substitution with those of the work specified.
 - d. Coordination information, including a list of changes or modifications

required to other parts of the Work and to construction performed by others that will become necessary to accommodate the proposed substitution.

4. Certification by the Bidder or the manufacturer that the proposed substitution is equal-to or better in every respect to that required by the proposed Contract Documents and that it will perform equal-to or superior to product specified in the application indicated. The Contractor waives any right to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
- B. Architect's Action: The Architect may request additional information or documentation necessary for evaluation of the request. The Architect will notify Bidders of acceptance of the proposed substitution by means of an addendum to the proposed Contract Documents.
- C. Architect's Substitution Approval during bidding and subsequent addenda does not void the Contractor's responsibility to submit the required shop drawings and comply with the requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

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

PART 3 – EXECUTION (NOT USED)

END OF SECTION 00 26 00

SECTION 00 31 13
PRELIMINARY SCHEDULE

Pre-Construction	Start	Finish
Construction Bid Advertisement		
Pre-Bid Meeting		
Receive Bids		
UCPS Board Approval		
◆ Issue Notice to Proceed		
Construction Period		
◆ Milestone 1 (rename as necessary/delete as necessary)		
◆ Milestone 2 (rename as necessary/delete as necessary)		
◆ Milestone 3 (rename as necessary/delete as necessary)		
◆ Milestone 4 (rename as necessary/delete as necessary)		
◆ Substantial Completion		
◆ Final Completion		
☐ = Contractor milestone completion dates.		

END OF SECTION

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

00 41 13

BID FORM STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID NUMBER: 4-97000008

PROJECT: 2023-UCPS-R-1-CHIMNEY REMOVAL PROJECT

LOCATION: UCPS Various Locations

Bid date October 3, 2023SPECIFICATION DATE: AUGUST 2023CONTRACTOR: LaFave's Construction Company, Inc.ADDRESS: PO Box 8146, 100 Coldwater St., Landis, NC 28088-8146(Telephone w/Area Code) 704-857-1171DATE: 10/3/2023LICENSE/LIMITS: Building/UnlimitedNC LICENSE NUMBER: 29071INSURANCE CARRIER: Erie & Builders Mututal

 PRICE FOR WORK INCLUDED IN THE BID DOCUMENTS AND AS
OUTLINED IN THE SCOPE OF WORK:

BASE BID PER SITE:

East Union Middle School -	\$ <u>45,100.00</u>
Forest Hills High School -	\$ <u>38,100.00</u>
Indian Trail Elementary School -	\$ <u>31,800.00</u>
Marshville Elementary School -	\$ <u>28,200.00</u>
Monroe High School -	\$ <u>27,000.00</u>
Parkwood High School -	\$ <u>29,300.00</u>
Prospect Elementary School -	\$ <u>29,900.00</u>
Sun Valley High School -	\$ <u>47,400.00</u>
Walter Bickett ED -	\$ <u>59,200.00</u>

CONTINGENCY \$ 15,000.00TOTAL BASE BID (Including Contingency): \$ 351,000.00

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Having visited the site of proposed Work and checked all dimensions of areas included in the Scope of Work, our composite Lump Sum includes approximately.

TIME TO COMPLETION IN CALENDAR DAYS BASE BID 180

Time to completion may be considered in the award of the Contract.

We understand the requirements of the Specifications and Drawings for the project.

We acknowledge receipt of the following addenda to the Specifications (if none received, so state):

Prebid Meeting Minutes: None

Addendum #1: dated 9/6/2023

Addendum #2: dated 9/15/2023

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

UNIT PRICES:

Unit prices shall be used for adjustments to the Contract at the discretion of the Owner in accordance with the General Conditions of the Contract and the Bid Documents. Unit Prices shall be for Work in place and shall include all costs, taxes, profit, and overhead.

- Attach Unit Pricing Sheet, Section 01 22 00, 2.1 LIST OF UNIT PRICES, to bid.

If additional work is required and is not covered by the Unit Prices, the Contractor shall perform the work at his actual cost plus the overhead and profit percentage given below. Percentages for extra work will be considered in the award of the Contract.

Cost plus 15 % Overhead and Profit

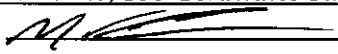
Cost shall be substantiated by certified material invoices and labor records maintained by the Contractor to be submitted to the Owner with his request for payment for additional required/requested Work.

SUB-CONTRACTORS: List all proposed sub-contractors by firm name. If no sub-contractors are anticipated, so state.

General Contractor	<u>LaFave's Construction</u>
Electrical Contractor	<u>N/A</u>
Plumbing Contractor	<u>N/A</u>
Mechanical Contractor	<u>N/A</u>

The undersigned has enclosed the following with this Proposal:

- ☒ Proposal
- ☒ Unit Prices: Section 01 22 00 (Page 2)
- ☒ 5% Bid Bond
- ☒ MBE Affidavit A or B
- ☒ Identification of Minority Business Participation (As required)

CONTRACTOR: LaFave's Construction Company, Inc.
 ADDRESS: PO Box 8146, 100 Coldwater St., Landis, NC 28088
 BY: (signature) 
 TITLE: COO
 Print Name: Melvin Weaver

This Proposal shall be valid for 60 days from the date of submittal.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid
Attach to Bid

PART 2 - PRODUCTS

2.1 LIST OF UNIT PRICES

<u>UNIT PRICE</u>		<u>COST/UNIT</u>
UP – 1	2 x Fire Treated Framing Material	\$ <u>8.00</u> bd. / ft.
UP – 2	4x8 (¾") Fire Treated Plywood	\$ <u>4.50</u> per sq. ft.

PART 3 - NOT USED

END OF SECTION 01 22 00

00 43 13
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____
LaFave's Construction Company, Inc. _____ as
principal, and Philadelphia Indemnity Insurance Company _____, as surety, who is
duly licensed to act as surety in North Carolina, are held and firmly bound unto the State of
North Carolina* through Union County Board of Education _____ as
obligee, in the penal sum of Five Percent of Amount Bid (5%) DOLLARS, lawful money of
the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Signed, sealed, and dated this 3rd day of October 2023

WHEREAS the said principal is herewith submitting proposal for Union County Public Schools, Chimney
Removal Project, Project No. 2023-UCPS-R-1
and the principal desires to file this bid bond in lieu of making the cash deposit as required
by G.S. 143-129.

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

LaFave's Construction Company, Inc. (SEAL)

By:  (SEAL)

_____(SEAL)

Philadelphia Indemnity Insurance Company (SEAL)

By:  (SEAL)
Wendy E. Lahm, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Bradford W. Gibson, Angela Y. Buckner, Debra S. Ritter, Martin D. Pallazza, Raymond J. Garruto, Jenny Snell, H. Thomas Dawkins, Wendy E. Lahm, Robert C. Tresher, Sara Grace Deese, Leah E. Farnsworth, and Erin Brooks of A Marsh McLennan Agency, LLC Company of the City of Charlotte in the State of North Carolina its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

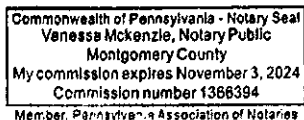
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

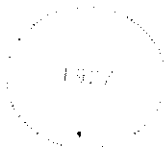
Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 3rd day of October, 2023



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid**State of North Carolina****--AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**County of RowanAffidavit of LaFave's Construction Company, Inc.

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the 2023-UCPS-R-1 Chimney Removal Project
contract.

(Name of Project)

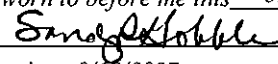
In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements of the work** on this project with his/her own current work forces; **AND** the bidder **will not purchase any materials or supplies in the performance of the contract**

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

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

Date: 10/3/2023 Name of Authorized Officer: Melvin WeaverSignature: Title: COO

SEAL

State of North Carolina, County of RowanSubscribed and sworn to before me this 3rd day of October 20 23Notary Public My commission expires 9/10/2027

SANDY R GOBBLE
Notary Public, North Carolina
Rowan County
My Commission Expires
9/10/2027

****This document must be submitted with each pay request & final payment****

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

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

Date: _____ Approved/Certified By: _____

Name

Title

Signature

Signature certifies that any minority firms not previously verified in the bid/award process have been appropriately verified, services have been rendered, and payment is due as processed.

SECTION 00 60 00
PROJECT FORMS

PART 1 - GENERAL

1.1 FORMS

A. The following documents are hereby incorporated into the Contract Documents by reference:

1. AIA Document G701 – Change Order Form, 2001 Edition
2. AIA Document G702, Application and Certificate for Payment, and
3. AIA Document G703, Continuation Sheet, 1992 Edition
4. AIA Document G704, Certificate of Substantial Completion, 2000 Edition
5. AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, 1994 Edition
6. AIA Document G706A, Contractor's Affidavit of Payment of Release of Liens, 1994 Edition
7. AIA Document G707, Consent of Surety to Final Payment, 1994 Edition
8. AIA Document G707A, Consent of Surety to Reduction in or Partial Release of Retainage, 1994 Edition
9. AIA Document G709 – Proposal Request, 2001 Edition
10. AIA Document G710 Architect's Supplemental Instruction Form, 1992 Edition
11. AIA Document G714 Construction Change Directive, 2007 Edition
12. Certificate of Insurance (Accord form 25S with changes)

B. The following documents are included in the Project Manual:

1. Bid Security Form, Owner's Form (Document 00 43 13)
2. Performance Bond Form, Owner's Form (Document 00 61 13.13)
3. Payment Bond Form, Owner's Form (Document 00 61 13.16)
4. Roofing Manufacturer's Acknowledgement (Document 00 62 33)
5. State/County Sales/Use Tax Statement and Certification (Document 00 62 76.13)
6. Change Order Form (Document 00 63 63)
7. Certification of Asbestos-Free Compliance, Owner's Form (Document 00 65 14)
8. Warranty Form, Owner's Form (Document 00 65 36)
9. Roofing Warranty Form, Owner's Form (Document 00 65 37)

C. Copies of standard The American Institute of Architects (AIA) documents cited above are available from The American Institute of Architects, 1735 New York Avenue, NW, Washington, DC 20006 or from local AIA offices.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 00 60 00

SECTION 00 61 13.13
PERFORMANCE BOND

Date of Execution of
this bond

Name and Address of
Principal (Bidder)

Name and Address
of Surety

Name and Address of
Contracting Body

Union County Board of Education
a body corporate of the State of North Carolina
400 North church St
Monroe, NC 28112

Amount of Bond

Contract
abovenamed dated

That certain contract by and between the Principal and the Contracting Body

_____ for _____

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 for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successor, 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 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 thereof that may be granted by the Contracting Body, with or without notice of the Surety, and during the life of any guarantee required under the contract, and shall also well and truly perform and fulfil all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the 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.

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

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

WITNESS:

Principal (Name of individual, and trade
Name, partnership, corporation, or
jointventure)

(Proprietorship or Partnership)

BY _____ (Seal)

TITLE _____
(Owner, Partner, Office held in
corporation, joint venture)

(Corporate Seal)

ATTEST (Corporation)

BY _____

TITLE _____
(Corporation Secretary or Assistant Secretary Only)

Surety (Name of Surety Co.)

WITNESS:

BY _____

TITLE _____ Attorney in Fact

(Corporate Seal of Surety)

(Address of Attorney in Fact)

COUNTERSIGNED:

N.C. Licensed Resident Agent

SECTION 00 61 13.16
PAYMENT BOND

Date of Execution of this bond	<div></div>
Name and Address of Principal (Bidder)	<div></div> <div></div>
Name and Address of Surety	<div></div> <div></div>
Name and Address of Contracting Body	<div></div> <div></div> <div></div>
Amount of Bond	<div></div>
Contract	<div>That certain contract by and between the Principal and the Contracting Body abovenamed dated</div> <div></div> <div></div> for <div></div>

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 for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successor, 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 and extensions of time of said contract may be here-after be made, notice of which modification and extension of time to the Surety being hereby waived, then this obligation to be void; otherwise, to remain in full force and virtue.

THIS PAYMENT BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

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

WITNESS:

(Proprietorship or Partnership)

Principal (Name of individual, and trade
Name, partnership, corporation, or
jointventure)

BY _____ (Seal)

TITLE _____
(Owner, Partner, Office held in
corporation, joint venture)

(Corporate Seal)

ATTEST (Corporation)

BY _____

TITLE _____
(Corporation Secretary or Assistant Secretary Only)

Surety (Name of Surety Co.)

WITNESS:

BY _____

TITLE _____ Attorney in Fact

(Corporate Seal of Surety)

(Address of Attorney in Fact)

COUNTERSIGNED:

N.C. Licensed Resident Agent

SECTION 00 62 76.13
STATE AND COUNTY SALES/USE TAX STATEMENT AND CERTIFICATION

SECTION 00961 - UNION COUNTY PUBLIC SCHOOLS TAX FORM INSTRUCTIONS

To the tax statement preparer for pay applications for Union County Public Schools:

Please find the attached form for providing sales taxes paid on materials for Union County Public Schools. It is important that you note the following:

Tax paid by contractors on rental equipment, tools or supplies that they use in the process of completing their contract is not refundable. Tax statements from contractors should indicate the **amount of tax paid on materials that become part of the structure only**. Statements should indicate the vendor's name, date of invoice, invoice number, taxable amount, and sales tax amount. The statement must be "certified" by the contractor. Additionally, be sure the county tax is allocated to the correct county. As of January 1, 2002, the county is determined by the "ship to" address; therefore, if the material was shipped to your place of business instead of the job site the county name would reflect the county where your business is located. As of April 1, 2015, all counties combined sales & use tax rate is 6.75% with the following exceptions:

7% Combined Rate (County rate of 2.25%)

Alexander County	Duplin County	Martin County	Sampson County
Anson County	Edgecombe County	Montgomery County	Surry County
Ashe County	Greene County	New Hanover	Wilkes County
Buncombe County	Halifax County	Onslow County	
Cabarrus County	Harnett County	Pitt County	
Catawba County	Haywood County	Randolph County	
Cumberland County	Hertford County	Robeson County	
Davidson County	Lee County	Rowan County	

7.25% Combined Rate (includes ½% Transit Tax and general County rate of 2%)

Mecklenburg County

7.5% Combined Rate (includes ½% Transit Tax and County rate of 2.25%)

Durham County Orange County

Subcontractors performing work should also provide sales tax statements to the general contractor. It is the general contractor's responsibility to secure from the subcontractor the tax statement.

If you submit a pay application upon which no sales tax was paid, **please send a blank form indicating "none this period"**. Payment may be delayed if proper sales tax accounting is not attached.

If you have any questions regarding the attached form please contact Anna Austin w/UCPS at 704-290-1541.

Union County Public Schools/Union County Agency Lease Agreement for
Sales Tax Reimbursement

“Pursuant to North Carolina General Statutes, Section 105-164.14, the Owner is eligible for sales and use tax refunds on all materials which become a permanent part of the construction. The Contractor agrees to provide the Owner documentation which meets the requirements of Sales and Use Tax Regulation 42 regarding requests for refund of sales and use taxes. Those requirements are outlined below:

“(g) All refund claims must be substantiated by proper documentary proof and only those taxes actually paid by the claimant during the fiscal year covered by the refund claim may be included in the claim.

Any local sales or use taxes included in the claim must be separately stated in the claim for refund. In cases where more than one county’s sales and use tax has been paid, a breakdown must be attached to the claim for refund showing the amount of each county’s local tax separately.

To substantiate a refund claim for sales and use taxes paid on purchases of building materials, supplies, fixtures, and equipment by its contractor, the claimant must secure from such contractor certified statements setting forth the cost of the property purchased from each vendor and the amount of state and local sales and/or use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from the contractor’s warehouse stock and the amount of state and local sales or use tax paid thereon by the contractor. Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant (Owner). Any local sales or use taxes included in the contractor’s statements must be shown separately from the State sales or use taxes. The contractor’s statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex, affix to or in some manner become a part of the building or structure being erected, altered or repaired for the governmental entities as defined by G.S. 105-164.14(c). Examples of property on which sales and use tax has been paid by the contractor and which should not be included in the contractor’s statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc.”

The Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each request for payment. Payment will not be made until the sales tax certificate(s) have been submitted to the Owner. Owner is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefore.”

SECTION 00 62 76.13
STATE AND COUNTY SALES/USE TAX STATEMENT AND CERTIFICATION

Contractor: _____

Project Name: _____

Sheet #: _____

For Sales Taxes Paid from _____ to _____
Payment Application # _____

	Invoice Number	Invoice Date	Vendor	Type of Materials	Taxable Amount of Invoice	County Name	NC Tax 4.75%	County Tax (2%/2.25%)	Transit Tax (1/2%)	Total Taxes
1)										
2)										
3)										
4)										
5)										
6)										
7)										
8)										
9)										
10)										
11)										
12)										
13)										
14)										
15)										
16)										
17)										
18)										
19)										
20)										
21)										
22)										
23)										
24)										
25)										
Total:										

We certify that the above listing includes all materials purchased by us and incorporated into the above referenced project for the period stated, became a permanent part of the project, and that the sales tax shown has been paid. The above represents a complete listing of these sales taxes paid for the pay application number.

Sworn and subscribed before me this _____ day of _____, _____.

By: _____

Notary Public: _____

Title: _____

My Commission Expires: _____



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

CHANGE ORDER INFORMATION:

Change Order Number:

Date:

OWNER: *(Name and address)*

ARCHITECT: *(Name and address)*

CONTRACTOR: *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was

\$ 0.00

The net change by previously authorized Change Orders

\$ 0.00

The Contract Sum prior to this Change Order was

\$ 0.00

The Contract Sum will be increased by this Change Order in the amount of

\$ 0.00

The new Contract Sum including this Change Order will be

\$ 0.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

SECTION 00 65 14
CERTIFICATION OF ASBESTOS-FREE COMPLIANCE

PROJECT NAME: _____

PROJECT DESCRIPTION: _____

UNION COUNTY, NORTH CAROLINA

The undersigned Contractor hereby certifies that no asbestos-containing materials of any kind were used in the construction of _____, at _____ North Carolina.

Signed: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Subscribed and sworn before me this

_____ day of _____, 20__

(Notary Public)

END OF DOCUMENT

SECTION 00 65 36
WARRANTY FORM

PROJECT NAME: _____

PROJECT DESCRIPTION: _____

UNION COUNTY, NORTH CAROLINA

The undersigned Contractor hereby warrants, in accordance with the applicable provisions and terms set forth in the Contract Documents, all materials and workmanship incorporated in the

_____ contract of the
_____ Building, _____,

Union County, North Carolina, against any and all defects due to faulty materials or workmanship or negligence for a period of twenty-four (24) months, or such longer periods as set forth in the Contract Documents, from the effective date **of this warranty**(_____) as

defined by the date of substantial completion . This warranty supersedes any and all dates listed in the enclosed subcontractor warranties thus honoring warranty work two years from the date of substantial completion listed here. This contractor further warrants all work incorporated in this project to remain leakproof and watertight at all points for a period of twenty-four (24) months from the effective date of this Warranty.

This Warranty shall be binding where defects occur due to normal usage conditions and does not cover willful or malicious damage, damage caused by acts of God or other casualties beyond the control of the Contractor.

This Warranty shall be in accordance to other warranties and guarantees set forth in the Contract Documents, and shall not act to constitute a waiver of additional protection of the Owner afforded, where applicable, by consumer protection and product liability provisions of law, and these stipulations shall not constitute waiver of any additional rights or remedies available to the Owner under the law.

Date of Substantial Completion: _____

Signed: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Subscribed and sworn before me this

_____ day of _____, 20____

(Notary Public)

SECTION 00 70 00
CONDITIONS OF THE CONTRACT

**UNION COUNTY PUBLIC SCHOOLS
CHIMNEY REMOVAL PROJECT
(CONTRACT NUMBER 4-97000008)**

This Contract is made and entered into this **[DATE]** between **The Union County Board of Education** ("UCBOE") located at 400 North Church Street, Monroe, North Carolina 28112 and **[Contractor Name]** located at **[Address]** ("Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of Contractor - The Contractor agrees to provide all services as required to fully, timely and properly complete **Union County Public Schools Chimney Removal Project** (the "Project") in accordance with, and as more particularly described, in the Project Manual dated **June 2023**, which is incorporated herein by reference (the "Services"). The Project Manual includes the drawings and specifications.

The Contractor agrees to coordinate its Services with the work of any other separate contractors or with the work of the UCBOE's own forces to avoid delaying or interfering with their work. The Contractor further agrees to inform the UCBOE on a regular basis or at the UCBOE's request of the progress of the Services.

Unless otherwise provided, the Contractor shall secure and pay for all permits, licenses, or inspections necessary for the proper execution and completion of the Services; shall comply with all laws, ordinances, or regulations bearing on the performance of the Services; shall enforce good order and discipline among his employees and subcontractors on the Project; and shall keep the Project reasonably free from waste materials or rubbish resulting from the Contractor's operations.

The Contractor warrants that the Contractor has visited the location of the Project and is familiar with all field conditions bearing upon the Contractor's performance of the Services; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Services meets or exceeds the standards ordinarily observed in the industry; and that the Services conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Services shall be free from defects and nonconformities in materials and workmanship for a period of two years from the later of the Date of Completion or such date as the Contractor actually completes all the Services. During such period the Contractor will remedy at Contractor's expense nonconformities or defects in the Services within a reasonable time after receiving notice thereof from UCBOE.

In addition to the indemnification obligations contained in the attached terms and conditions to this Contract, the Contractor further agrees to defend and indemnify the UCBOE from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the Contractor's failure to pay subcontractors or materials suppliers.

The Contractor agrees that the UCBOE may order changes in the general scope of the Services, including additions, deletions, and similar revisions. The parties agree to adjust the Contract Price and Date of Completion to reflect the effects of such changes, which adjustments shall be authorized only upon execution of a written change order (a "Change Order"). In case of emergency or extenuating circumstances or if a construction contingency is provided as stated below, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedures.

The UCBOE may issue written Change Orders to the Contractor directing a change in the Services. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. If the UCBOE and Contractor do not mutually agree on the amount of the change in the Contract Price, the Contractor will proceed with the Services described in the Change Order and the UCBOE will pay the reasonable costs of any additional work, including a reasonable amount for the Contractor's overhead and profit. Any decrease in Contract Price for a decrease in the Services will be the reasonable costs of the Services deleted, including a reasonable amount for the decrease in the Contractor's overhead.

Asbestos may or may not be present at the project site. In accordance with the Asbestos Hazard Emergency Response Act (AHERA) the UCBOE has had an Asbestos Management Plan (AMP) prepared for this site. A copy of the AMP is available at the UCPS Facilities Department or at the project site. The AMP is designed to document (to the best of the UCBOE's ability) the asbestos containing building materials (ACBM) or presumed asbestos containing materials (PACM) present at the project site. It is incumbent upon the Contractor to review the AMP to insure his/her staff does not come in contact or otherwise disturb the ACBM/PACM. The Contractor is to notify all their subcontractors and other staff involved with the project of the AMP so they may also avoid being exposed to and /or disturbing any ACBM/PACM during construction. It shall be understood that by executing an agreement between the UCBOE and Contractor that the Contractor has made this review and has notified all staff involved with this project of the availability of the AMP.

The UCBOE and Contractor recognize that time is of the essence to this Agreement and that the UCBOE will suffer financial loss if the work is not completed within the times specified herein. Both parties also recognize the delays, difficulties and expense involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the UCBOE if the Work is not completed on time. Accordingly, in lieu of requiring such proof, the UCBOE and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to the UCBOE for each day in excess of the term allowed for completion of the Work, the Contractor shall pay to the UCBOE the sum of \$500.00 as liquidated damages.

Contractor shall for the duration of this Contract maintain and pay for insurance through insurers approved by the UCBOE having provisions for the following coverages:

Workman's Compensation and Employers Liability Insurance in the Contractor's name with limits of liability under the Employers Liability portion of not less than \$1,000,000.00, containing a waiver of subrogation in favor of the UCBOE executed by the insurance carrier

Public Liability Insurance including Contractual Liability Insurance in the Contractor's name, with bodily injury limits of not less than \$1,000,000.00 for each occurrence and Property Damage Insurance with a minimum of \$500,000.00 for each occurrence.

The Contractor shall take out and maintain such insurance as will indemnify and save the UCBOE harmless from any and all claims made by any person or persons for damage for personal injury-including death-and property damage which may arise from the Contractor's operations on the premises of the UCBOE whether such operations are by the Contractor, any sub-contractor or anyone directly indirectly employed by either of them.

Automobile Liability Insurance with an Employer's Non-Ownership Liability Endorsement in the Contractor's name covering all owned, non-owned, and hired vehicles. Limits of liability shall not be less than \$1,000,000.00 for each accident for bodily injury and property damage.

Builders Risk or Installation Floater covering fire, vandalism, malicious mischief, and extended coverage perils in amounts sufficient to cover the value of the work installed and the building materials stored at the Construction Site.

Before commencing any Work, the Contractor shall forward to the UCBOE two copies of a Certificate of Insurance issued by the Insurance Carrier, not the local agent or representative, indicating that all required insurance is in force. The Certificate shall state the policy number, date of expiration, and limits of liability, and contain a provision that the insurance will not be cancelled, changed or allowed to lapse prior to ten days after written notice to such cancellation or intention to allow lapse has been forwarded by Registered Mail to the UCBOE. The Contractor shall list Union County Board of Education as additional insured. The Contractor must certify that he has obtained similar certificates or evidence of insurance from each of his sub-contractors before work commences. Each sub-contractor must be covered by insurance of the same type and in the same amounts as the Contractor unless the Contractor and the UCBOE agree that a reduced coverage is adequate because of the nature of the particular sub-contract work. The Certificate of Insurance must be received within 48 hours of request by UCBOE.

The term of this contract: Work to be performed under this Agreement shall commence upon receipt of purchase order issued by UCBOE, and shall be pursued continuously until completed. Contractor shall endeavor to accomplish its substantial completion by ____ days from start date. The date of substantial completion of the work or designated portion thereof shall be that date when the Work is sufficiently complete that the UCBOE can utilize the work or any designated portion thereof for the use for which it is intended. The guarantee and warranty period shall begin on the date of final acceptance of the roofing assemblies by the UCBOE (the "Date of Completion"). The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract.

This contract does not grant the Contractor the right or the exclusive right to provide specified services to UCBOE. Similar services may be obtained from sources other than the Contractor (or not at all) at the discretion of the UCBOE.

The Contractor represents and warrants that (i) it is duly qualified and licensed to provide the Services, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar services under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations, and (v) its reports, if any, shall be complete, accurate, and unambiguous.

2. Obligations of UCBOE. UCBOE agrees to pay the Contractor for services as follows:

Budget Account No. :

(i) Base Bid

East Union Middle	\$ _____	_____
Forest Hills High	\$ _____	_____
Indian Trail Elementary	\$ _____	_____
Marshville Elementary	\$ _____	_____
Monroe High	\$ _____	_____
Parkwood High	\$ _____	_____
Prospect Elementary	\$ _____	_____
Sun Valley High	\$ _____	_____
Walter Bickett ED	\$ _____	_____

(ii) Contingency Funds \$ _____

(iii) Total Bid \$ _____

3. Project Coordinator. **[Primary Contact for UCBOE]** is designated as the Project Coordinator for the UCBOE. The Project Coordinator shall be the UCBOE's representative in connection with the Contractor's performance under this Contract. The UCBOE has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. Contractor Supervisor. **[Primary Contact for Contractor]** is designated as the Contractor Supervisor ~~for the Contractor~~. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract. Substitution of Contract Supervisor must be presented to Project Coordinator with a minimum of 24 hour notice and shall include contact information of the newly selected Contractor Supervisor.
5. Terms and Methods of Payment. UCBOE will make payment after pay applications are approved on a net 30 day basis. Failure to submit all required documents will delay payment. UCBOE will not pay for services or materials in advance without the prior approval of the Finance Officer. Contractor shall submit applications for payment to Nelson Hall & Associates, Inc. by the twenty fifth (25) date of the month. The application for payment shall be in the amount of ninety-five (95%) percent of the value of work installed by Contractor and approved by UCBOE until project is fifty (50%) percent complete. The UCBOE will pay for materials stored on the site only if agreed to prior to shipment of the materials. Otherwise, payment will be made for materials in place and work complete as verified by observation reports and the roof observer.

Waivers of Lien from material suppliers shall be submitted commencing with the second request for payment. No requests for payment (after the first request) will be processed without appropriate Waivers of Lien attached to the payment request. All pay requests must be signed by

the onsite roof observer (if applicable) prior to submission, contain the MBE Documentation for Contract Payments, Subcontractor Information for Contract Payments, Sales Tax Certification Form.

Request for final payment must be accompanied by the warranty letter from the Contractor stating that all punch list items have been completed, lead and asbestos free certification and lien waivers from the Contractor and material suppliers.

6. Additional Provisions. Contractor agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.
7. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, UCBOE and Contractor have executed this Contract on the day and year first written above.

[CONTRACTOR NAME]

Contractor Name

Signature of Authorized Representative

Date

Printed Name

Title

Contractor's Federal Identification #

[if Contract is with Organization or Social Security Number if individual]

THE UNION COUNTY BOARD OF EDUCATION

Board Chairperson

Date

This instrument has been pre-audited.
in the manner required by the School Budget
and Fiscal Control Act.

Finance Officer

Date

APPROVED AS TO FORM:

School Board Attorney

Date

REVIEWED BY:

Division of Insurance and Risk Management

Date

SECTION 00 71 00
Standard Terms and Conditions

Attachment A

1. Contract Documents. Contractor's acknowledgment of the terms hereof or Contractor's shipment or performance, constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) any attachments hereto, (iii) any applicable solicitation documentation (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and The Union County Board of Education ("UCBOE") that deals with the same subject matter as this Order (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and UCBOE with respect to the purchase by UCBOE of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to UCBOE shall control. This Order constitutes an offer by UCBOE and expressly limits acceptance to the terms and conditions stated herein. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to UCBOE shall be deemed accepted by or binding on UCBOE. UCBOE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until UCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by UCBOE are subject to correction.
2. Quantities. Shipments must equal exact amounts ordered unless otherwise agreed in writing by UCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
3. Safety Data Sheets. Safety Data Sheets must be provided with shipment of all chemicals.
4. Prices. If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Contractor agrees to give UCBOE the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to UCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
5. Invoices. It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to UCBOE's accounts payable department with a copy to the UCBOE Project Coordinator.
6. Freight on Board. All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents.
7. Payment Terms. Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods or Services, whichever is later.
8. Condition and Packaging. Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage, or shipment.
9. Delays in Shipment. Time and date of delivery are of the essence, except when delay is due to

causes beyond Contractor's reasonable control and without Contractor's fault or negligence.

10. Risk of Loss. Contractor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by UCBOE or its nominee.
11. Rejection. All Goods and Services shall be received subject to UCBOE's inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Contractor's expense or may be accepted at a reduced price. UCBOE may require Contractor to promptly replace or correct any rejected Goods or Services and, if Contractor fails to do so, UCBOE may contract with a third party to replace such Goods and Services and charge Contractor the additional cost.
12. Compliance with All Laws. Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
13. Compliance with UCBOE Policies. During the term of this Contract, Contractor agrees to comply with all UCBOE imposed policies, rules and regulations while on UCBOE property and guarantees strict compliance by all of its employees, agents and subcontractors with such policies, rules and regulations. UCBOE will make available to Contractor copies of other applicable UCBOE policies, rules and regulations upon Contractor's request. Upon request by UCBOE, Contractor and its applicable employees and agents will execute UCBOE's standard documents reflecting the obligation to comply with applicable policies, rules and regulations. The requirements of this Section shall apply continuously during the term of this Contract and shall not be limited to normal working hours. Without limiting the generality of the foregoing, Contractor shall be responsible for its acts or omissions in connection with the safety of all persons and property where any Goods and Services or other work are being performed and during performance of such Goods and Services or work. No act, service, drawing review or construction review by UCBOE or its representatives is intended to include review of the adequacy of Contractor's safety measures in, on or near UCBOE's premises.
14. Warranties. Contractor warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by UCBOE of the Goods and Services and shall run to UCBOE and any user of the Goods or Services. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, UCBOE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.
15. Termination for Convenience. UCBOE may terminate this Contract at any time at its complete discretion by five (5) calendar day notice in writing from the UCBOE to the Contractor. If the Contract is terminated by the UCBOE in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service originally contemplated in this Contract.
16. Termination for Default.
 If Contractor fails to perform its obligations timely and in conformance with the requirements of this contract, UCBOE shall give Contractor written notice of the default and intent to terminate if the default is not cured within ten (10) calendar days to the satisfaction of UCBOE.
 All finished or unfinished deliverable items under this contract prepared by the Contractor shall become the property of UCBOE, and the Contractor shall be entitled to receive payment for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to UCBOE for damages sustained by UCBOE by virtue of any breach of the

agreement, and UCBOE may withhold any payment due the Contractor for the purpose of setoff until such time as the breach is cured or the exact amount of damages due UCBOE from such breach can be determined.

In case of default by the Contractor, UCBOE may procure the services from other sources and hold the Contractor responsible for any excess cost incurred.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, UCBOE may terminate this contract for cause.

17. Contract Funding. It is understood and agreed between the Contractor and the UCBOE that the UCBOE's obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. The execution of this contract by UCBOE is assurance that sufficient funds have been appropriated for the current fiscal year budget. Should such funds not be appropriated or allocated, this Contract may be immediately terminated by either party. UCBOE shall give prompt written notice to the Contractor if funds are not available. The UCBOE shall not be liable to the Contractor for damages of any kind (general, special, or exemplary) as a result of such termination.
18. Indemnification. Contractor shall indemnify and hold harmless UCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless UCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of UCBOE in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless UCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
19. Insurance. Unless such insurance requirements are waived or modified by UCBOE or UCBOE's Department of Insurance and Risk Management ("DIRM"), Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Contractor shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Contractor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or to

maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

20. Accounting Procedures. The Contractor shall comply with accounting and fiscal management procedures prescribed by the UCBOE to apply to this Contract. The Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds. The Contractor shall assure that all funds received by it pursuant to this Contract will be used only to support the cost of those activities described in this Contract.
21. Improper Payments. The Contractor shall assume all risks attendant to any improper expenditure of funds under this Contract. The Contractor shall refund to the UCBOE any payment made pursuant to this Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Contractor shall make such refunds within 30 days after the UCBOE notifies the Contractor in writing that a payment has been determined to be improper.
22. Contract Transfer. The Contractor shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of the UCBOE. In the event UCBOE approves the Contractor to assign, subcontract or other methods of transferring the interest of this Contract, the Contractor shall warrant all work to be performed in accordance to the contract documents by an individual or company that is qualified and properly licensed in the state of North Carolina to perform such work.
23. Contract Personnel. The Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this Contract.
24. Key Personnel. The Contractor shall not substitute for key personnel assigned to the performance of this Contract without prior written approval from the UCBOE Project Coordinator. "Key personnel" are defined as those individuals identified by name or title in this Contract or in written communication from the Contractor.
25. Contract Modifications: This contract may be amended only by written amendment duly executed by both the UCBOE and the Contractor.
26. Relationship of Parties. The Contractor is an independent contractor and not an employee of the UCBOE. The conduct and control of the work will lie solely with the Contractor. This Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the UCBOE. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
27. Advertisement. The Contract will not be used in connection with any advertising by the Contractor without prior written approval by the UCBOE.
28. Nondiscrimination. During the performance of this Contract, the Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
29. Conflict of Interest. The Contractor represents and warrants that no member of the UCBOE or any of its employees or officers has a personal or financial interest or will benefit from the performance of this Contract or has any interest in any Contract, subcontract or other agreement related to this Contract. Contractor shall not permit any member of the UCBOE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of this Contract or to have any interest in any Contract, subcontract or other agreement related to this Contract, during the term of this Contract. The Contractor shall cause this paragraph to be

included in all Contracts, subcontracts and other agreements related to this Contract.

30. Gratuities to UCBOE. The right of the Contractor to proceed may be terminated by written notice if the UCBOE determines that the Contractor, its agent or another representative offered or gave a gratuity to an official or employee of the UCBOE in violation of policies of the UCBOE.
31. Kickbacks to Contractor. The Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a UCBOE Contract or in connection with a subcontract relating to a UCBOE Contract. When the Contractor has grounds to believe that a violation of this clause may have occurred, the Contractor shall promptly report to the UCBOE in writing the possible violation.
32. Monitoring and Evaluation. The Contractor shall cooperate with the UCBOE, or with any other person or agency as directed by the UCBOE, in monitoring, inspecting, auditing or investigating activities related to this Contract. The Contractor shall permit the UCBOE to evaluate all activities conducted under this Contract. UCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from UCBOE property and from performing services under this Contract following provision of notice to Contractor of the reasons for UCBOE's dissatisfaction with the services of Contractor's employee.
33. Financial Responsibility. The Contractor is financially solvent and able to perform under this Contract. If requested by the UCBOE, the Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the UCBOE's Finance Officer.
34. Dispute Resolution. At the option of the parties, disputes may be resolved by any method of ADR to which the parties agree in writing, including, but not limited to:
 - a. Mediation, pursuant to NCGS 7A-38.1 or the American Arbitration Association Mediation, or by written agreement of the parties.
 - b. Arbitration: pursuant to The Uniform Arbitration Act (NCGS 1-567.1 et seq.)

The award rendered by the arbitrator or arbitrators shall be final unless a party thereto gives written notice of its objection to the final award by arbitration within twenty (20) days from receipt of said decision. Upon giving of said notice the party objecting thereto may file suit concerning the dispute as if arbitration had never occurred. Unless legally required to do otherwise, the parties agree not to refer to the arbitration in the filing of any lawsuit or during its subsequent litigation, or to submit to the court any record of information concerning the arbitration.

35. No Third-Party Benefits. This Contract shall not be considered by the Contractor to create any benefits on behalf of any third party. The Contractor shall include in all contracts, subcontracts or other agreements relating to this Contract an acknowledgment by the contracting parties that this Contract creates no third-party benefits.
36. Confidentiality of Student Information. If, during the course of the Contractor's performance of this Contract, the Contractor should obtain any information pertaining to the students' official records, the Contractor agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such student information. This Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's

performance under the contract.

37. Background Checks. At the request of UCBOE's Project Coordinator, the Contractor (if an individual) or any individual employees of the Contractor shall submit to UCBOE criminal background check and drug testing procedures.
38. Jessica Lunsford Act. Contractors, subcontractors, consultants, sub-consultants, and vendors shall annually conduct a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Union County Public Schools or Union County on behalf of Union County Public Schools. Failure to comply may result in legal action and termination of the contract for default.
39. E-verification. Contractor shall comply with the requirements of E-Verification NCGS Article 2 of Chapter 64A and the Iran Divestment Act of NCGS 147-86.58.
40. Force Majeure. If UCBOE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by UCBOE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism. Inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of UCBOE.
41. Ownership of Documents. All rights in the work created pursuant to this Contract are owned by the UCBOE including, but not limited to, copyright, trade or service mark and licensing rights. Upon the termination or expiration of this Contract, any and all finished or unfinished documents and other materials produced by the Contractor pursuant to this Contract shall, at the request of the UCBOE, be turned over to UCBOE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE as part of the consideration of this Contract free from any restrictions.
42. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.
43. Entire Contract. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any), any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements, and understandings relative to the subject matter of this Contract.

END OF SECTION

SECTION 01 11 00 SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS and REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Union County Public Schools
Chimney Removal Project
(County-wide Locations)
- B. Consultant Identification: The Contract Documents, dated August 2023, were prepared for the Project by Wolf Trail Engineering, PLLC.

- C. The work consists of:

1. Existing Conditions:

All buildings are occupied and will remain occupied during construction.

Site	Address	Number of Chimneys to be Removed/ Reduced
East Union Middle School	6610 Marshville Blvd. Marshville, NC 28103	2
Forest Hills High School	100 Forest Hills High School Rd. Marshville, NC 28103	N/A Removed from SOW
Indian Trail Elementary	200 Education Dr. Indian Trail, NC 28079	1
Marshville Elementary School	515 N. Elm St. Marshville, NC 28103	1
Monroe High School	1 High School Dr. Monroe, NC 28112	1
Parkwood High School	3220 Parkwood School Rd. Monroe, NC 28112	1
Prospect Elementary	3005 Ruben Rd. Monroe, NC 28112	1
Sun Valley High School	5211 Old Charlotte Hwy. Monroe, NC 28110	2
Walter Bickett ED	501 Lancaster Ave. Monroe, NC 28112	3

2. Demolition:

a. General

- 1) Remove abandoned chimney stacks to a height specified above existing roof level.
 - a) Remove all debris in accordance with section 01 74 19, Construction Waste Management and Disposal.
 - b) All scaffolding (site-built or premanufactured) must comply with OSHA regulations (29 CFR 1926).
- 2) All active chimneys must maintain a minimum height of two-feet above any adjacent structure within ten-feet of the chimney.
- 3) The contractor shall follow OSHA requirements and NC Building Code Requirements.
- 4) The contractor shall implement safety requirements to protect the existing roof and surrounding area.

b. East Union Middle School

- 1) Chimney "A" (active) -Reduce chimney height to six feet above roof level and cap detail drawings.
- 2) Chimney "B" (abandoned) – reduce chimney height to six feet above roof level and cap detail drawings.
- 3) Chimney "C" (active) – Leave "as-is". Not included in scope of work.

c. Forest Hills High School

- 1) Removed from Scope of Work.
 - a) Boiler function requires existing height for ventilation.

d. Indian Trail Elementary School

- 1) Chimney "A" (active) - Leave "as-is". Not included in scope of work.
 - a) New Flue is currently inside of existing chimney.
- 2) Chimney "B" (abandoned) - reduce chimney height to six feet above roof level and cap per detail drawings.
 - a) External vent flue is attached to the existing chimney. Reduce existing chimney to six feet above roof level. Reinstall support bracket for external vent flue.

e. Marshville Elementary School

- 1) Reduce chimney height to fifteen feet above boiler room floor. Height must be six feet minimum above roof level and cap per detail drawings.

f. Monroe High school

- 1) Reduce chimney height to twelve feet above roof level and cap per detail drawings.

g. Parkwood High School

- 1) Reduce chimney height to fifteen feet above existing roof level and cap per detail drawings.
- 2) Tuckpoint approximately 300 square feet of existing masonry chimney.

h. Prospect Elementary School

- 1) Reduce chimney height to fifteen feet above boiler room floor. Height must be six feet minimum above roof level and cap per detail drawings.
- 2) Assess damper for proper operation and repair as required.

i. Sun Valley High School

- 1) Chimney "A" (abandoned) - reduce chimney height to six feet above roof level and cap per detail drawings.
- 2) Chimney "B" (active) - Reduce chimney height to fifteen feet above roof level and cap per detail drawings.

j. Walter Bickett Education Center

- 1) Chimney "A" (active) - Reduce chimney height to fifteen feet above boiler room floor. Height must be six feet minimum above roof level and cap per detail drawings.
- 2) Chimney "B" (active) - Leave "as-is". Not included in scope of work.
- 3) Chimney "C" (active) – Leave "as-is"
- 4) Chimneys "D" & "E" (abandoned) - reduce chimney height to sixteen inches above roof level and cap per detail drawings.

3. Renovation/New Construction

a. Active Chimneys

- 1) Caps for active chimneys shall have appropriate size flue for ventilation in accordance with its use.

b. Inactive Chimneys

- 1) Caps for inactive chimneys shall be 24 ga. pre-finished metal with standing seam joints and slope in one direction a minimum of one-quarter inch per foot.

1.3 WORK SEQUENCE

A. The Work shall be conducted in phases as described above in the work summary.

1. Phase-1: Removal of existing components and installation of waterproofing materials.

Phase-2: Install the new chimney components as specified herein and as shown on the project drawings.

PART 2 - PRODUCTS

2.1 PRODUCTS ORDERED IN ADVANCE

- A. Unless otherwise stated in the Contract Documents, Costs for receiving, handling, storage if required, and installation of material and equipment shall be included in the Contract Sum.

2.2 OWNER-FURNISHED PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 11 00

SECTION 01 14 00 WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

1.2 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated on the drawings. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Limits: Confine constructions operations to areas indicated during the pre-construction meeting. After the pre-construction meeting, maps will be provided to indicate the area of operation by awarded contractor.
 - 2. Owner Occupancy: Allow for Owner's use of facility during construction.
 - 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - 4. Construction hours shall be as follows: Hours to be determined at Pre-Bid Meeting
 - a. Unless specifically noted otherwise, construction hours shall be during normal business hours.
 - 1) Normal business hours are defined as occurring Monday through Saturday between the times of 7:00am to 5:00pm.
 - 2) Normal business hours do not include nationally recognized holidays in which the Owner is not occupying the building.

1.3 OCCUPANCY REQUIREMENTS

- A. Owner Occupancy: Owner reserves the right to occupy this building during all phases of the project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 14 00

SECTION 01 21 00 CONTINGENCY AND ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances. The Contingency shall be part included in the total contract amount.
- B. Types of allowances include the following:
 - 1. Contingency \$ 15,000
(For a non-specific item)-Place dollar amount on Bid Form
- C. Related Sections include the following:
 - 1. Division 1, Technical Specifications Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Consultant of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Consultant's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Consultant from the designated supplier.

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, on the "Proposal Request" and "Proposal Request Log" forms.

- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

1.5 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Consultant for Owner's purposes and amount(s) to be charged to the allowance.
- B. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES (Not Used)

END OF SECTION 01 21 00

SECTION 01 22 00 UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
 - 1. Division 1, of the Technical Specifications Section "Allowances" for procedures for using unit prices to adjust quantity allowances.
 - 2. Division 1, of the Technical Specifications Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 3. Division 1, of the Technical Specifications Section "Quality Requirements" for general testing and inspecting requirements.

1.2 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

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

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PART 2 - PRODUCTS

2.1 LIST OF UNIT PRICES

<u>UNIT PRICE</u>		<u>COST/UNIT</u>
UP – 1	2 x Fire Treated Framing Material	\$_____ bd. / ft.
UP – 2	4x8 (¾”) Fire Treated Plywood	\$_____ per sq. ft.

PART 3 - NOT USED

END OF SECTION 01 22 00

SECTION 01 25 00 SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. During bidding period, the Bidders shall comply with the substitution request procedures specified in the Procurement Substitution Procedures. This Section specifies administrative and procedural requirements for handling requests for substitutions proposed by the Contractor after the award of the Contract.
- B. The substitution process is available as a means to promote fair and open procurement by Union County Public Schools and not to provide the Contractor the opportunity to substitute products of an inferior quality. To that end, the Owner reserves the right to reject a product not deemed equal to the product specified; charge the Contractor for the Additional Services, if required, of the Engineer; or require an equitable credit for the substituted product.
- C. This section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- D. Procedural requirements governing the Contractors selection of products and product options are included in Section 01 60 00 Product Requirements.

1.2 DEFINITIONS

- A. Definitions used in the Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for “substitutions”. The following are not considered substitutions:
 - 1. Revisions to Contract Documents requested by the Owner or Engineer.
 - 2. Specified options of products and construction methods included in Contract Document.
 - 3. The Contractor’s determination of and compliance with governing regulations and orders issued by governing authorities.

1.3 SUBMITTALS

- A. Substitution Request Submittal: Requests for substitution will be considered if received within thirty (30) days after the Notice to Proceed, or Letter of Intent, whichever comes first. Requests received more than thirty(30) days after the commencement of the work may be considered or rejected at the discretion of the Engineer. Substitution items submitted without requests will be rejected

1. Submit three (3) copies of each request for substitution for consideration.
Submit requests in the form and in accordance with the procedures required for change order proposals.
2. Clearly indicate on the transmittal that the product being submitted is a substitution. Do not include on the same transmittal, any product that is not a substitution.
3. Provide a credit change order proposal if the substitution is intended to provide the Owner a product of a lesser value than the value of the specified product.
4. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
Provide complete documentation showing compliance with the requirements for substitutions and the following information as appropriate:
 - a. Product Data, including Drawings and descriptions of products, fabrications, and installation procedures.
 - b. Samples, where applicable or requested.
 - c. A detailed comparison of significant qualities of the proposed substitution with those for the Work specified. Significant qualities may include elements such as size, weight, durability, performance, and visual effect.
 - d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, which will become necessary to accommodate the proposed substitution.
 - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Certification by the Contractor that the substitution proposed is equal to or better in every significant respect to that required by the Contract Documents and that it will perform adequately in the application intended. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
 - g. Cost information, including a proposal of the net change, if any in the contract sum.
5. Engineer's Action: The Engineer may request additional information or

documentation necessary for evaluation of the request. The Engineer will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made, use the product specified by name.

1.4 PROCEDURES

- A. Reference in the project manual or on the drawings to an article device, product, material, fixture, form or type of construction by name, make or catalog number (product or method) whether or not followed by “or equal” establishes a standard of quality, and does not eliminate from competition other products or methods of equal or better quality by other manufacturers, where fully suitable, as approved by the Engineer. Applications for approval of substitutions for the specified products or methods will be considered only upon request of the Contractor, not of Subcontractors individual trades or suppliers, and only for a specific purpose; no blanket approvals will be granted. No approval of a substitution will be valid unless it is in written form.
- B. If a proposed substitution affects a correlated function, adjacent construction, or the Work of other Contractors, then the necessary changes and modifications to the affected Work are considered an essential part of the proposed substitution, to be accomplished by the Contractor as a part of the Work, if and when approved. Submit detailed drawings and other information necessary to show and explain the proposed modifications with the request for approval of the substitution. The Contractor agrees to include data to substantiate that the proposed substitution is in compliance with the Contract Documents and that the operation and maintenance costs are equal to or less than those for the named products.
- C. No substitutions will be allowed when the phrase “no substitutions” or “no substitutions will be allowed” or words of similar effect, is specified or indicated with products or methods or when three or more manufacturers, suppliers, or products are specified, without the words “or equal.”
- D. The following information is required if, the Contractor desires to submit a substitute product or method in lieu of what has been specified or shown in the Contract Documents:
 1. Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, performance and test results, installation instruction, operating procedures, samples where applicable and other like information necessary for a complete evaluation of the substitution and an itemized comparison of the proposal substitution with the product specified relating to such thing as capacities, operation, functions, dimensions, construction details, methods of assembly connections installation, design and artistic effect where applicable and relationship to other Prime separate contracts.

2. Reasons the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable.
 3. The adjustment, if any, the Contract Sum, in the event the substitution is acceptable. Each substitution must be accompanied by accurate cost data on proposed substitution in comparison with specified product whether or not a Contract sum modification is to be a consideration.
 4. The adjustment, if any, in the time of completion of the Contract and the Construction Schedule in the event the substitution is acceptable. Any delays to other Primes must be taken into consideration with any substitution request. Delay damages will be paid by for by the Party requesting a substitution who will hold the Owner and Engineer harmless for any delay damages arising out of approval of a substitution.
- E. An affidavit stating that (1) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Engineer, (3) represents that he or she personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that which is specified; and will provide the same guarantee for the substitution that would otherwise be provided for the product which is specified: (4) Certifies that the cost data presented is complete and includes all related costs under this Contract, but excludes costs under separate contracts and the Engineer's re-design costs, and that he or she waives all claims for additional costs related to the substitution which subsequently became apparent: (5) will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- F. Proposals for substitutions shall be submitted in triplicate to the Engineer in sufficient time to allow the Engineer no less than ten (10) working days for review before a product will be ordered to allow delivery on the date required by the schedule but in no case less than fifteen (15) days after the date of the date of execution of the Contract. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.
- G. Substitutions will not be considered without the formal request as required in accordance with the contract terms.
- H. Substitutions and alternates may be considered only if:
1. Required for compliance with building code requirements or insurance regulations then existing.
 2. Specified products are unavailable, through no fault of the Contractor.
 3. Subsequent information discloses that specified products will not perform properly or fit in designated space.

4. A manufacturer/fabricator refuses to certify or guarantee performance of a specified product as required or.
 5. In the judgment of the Owner or the Engineer, a substitution would be substantially in the Owner's best interest, in terms of cost, time or other considerations.
- I. In the case of Contractor-proposed substitutions which fail to meet the requirements of the Contract Documents, the Contractor shall, at the sole election of the Owner, reimburse the Owner for any fees charged by the Engineer or other consultants for evaluating each such proposed substitute.
 - J. No change in brand or make will be permitted unless (i) satisfactory written evidence is presented to demonstrate that the manufacturer cannot make scheduled delivery of an approved item and that such delivery failure will adversely affect the project's critical path, (ii) the item delivered has been rejected and the substitution of suitable item is required to maintain the project's critical path, or (iii) other conditions have become apparent which indicate that approval of such other material is, in the sole opinion of the Engineer, in the best interest of the Owner.

PART 2 – PRODUCTS

2.1 SUBSTITUTIONS

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

responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Engineer for re-design and evaluation services, increased cost of other construction by the Owner or separate Contractors and similar considerations.

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

Part 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 26 00
CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications whereas all parties agree to the following:
 - 1. A modification in the Work or Contract Documents.
 - 2. The amount of the adjustment in the Contract Sum, if any.
 - 3. The extent of the adjustment in the Contract Time, if any.

1.3 NOTIFICATION TO SURETY

- A. The Contractor shall notify the Surety of any modifications to the Work or provisions of the Contract Documents, including, but not limited to, the Contract Price or Contract Time.

1.4 MINOR CHANGES IN WORK

- A. The Engineer shall have authority to order Minor Changes in the Work not involving adjustment to the Contract Sum or extension of the Contract Time, and consistent with the intent of the Contract Documents. Such changes shall be in the form of a written order and shall be binding for both the Owner and Contractor when fully executed.

1.5 CLAIMS FOR ADDITIONAL COST:

- A. No claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with the following:

1. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the other party to the Contract promptly, but in no event later than thirty (30) days after the start of the event giving rise to the claim.
 2. The responsibility to substantiate a claim shall rest with the party making the claim. The amount or extent of the claim, with supporting data, shall be delivered to the other party to the Contract within fifteen (15) days after the initial Notice of the Claim. Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the claimant within thirty (30) days after receipt of the claimant's last submittal. Prior notice is not required for Claims relating to an emergency endangering life or property.
- B. The Contractor shall submit a claim if he believes additional cost is involved for reasons including but not limited to the following:
1. A written interpretation from the Engineer,
 2. An order by the Owner to stop the Work where the Contractor was not at fault.
 3. A written order for a minor change in the Work issued by the Engineer,
 4. A change in the Scope of the Work by the Engineer.

1.6 PROPOSAL REQUESTS

- A. The Owner initiated Proposal Requests is generated by the Owner to modify the Work or Contract Documents. The Engineer will issue a detailed description of proposed modifications in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications. The description is for information and shall be considered as a directive to automatically stop work or execute the proposed change.
1. Within ten 10-calendar days after receipt of the Proposal Request, the Contractor shall submit a Proposal Request Form with an estimate to adjust the Contract Sum and the Contract Time if necessary to execute the change. Proposal shall include support documents from Subcontractor, if applicable.
 - a. Include a list of quantities of (plus or minus) the materials and/or products required with unit prices, total amount of purchases, and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

- c. Include costs of labor and supervision directly attributable to the change, including social security, old age and unemployment insurance, fringe benefits, and workmen's compensation insurance.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start, and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- 2. The Contractor may initiate proposals if latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Engineer.
 - a. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - b. Include a list of quantities of (plus or minus) the materials and/or products required with unit prices, total amount of purchases, and credits to be made. If requested, furnish survey data to substantiate quantities.
 - c. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - d. Include costs of labor and supervision directly attributable to the change, including social security, old age and unemployment insurance, fringe benefits, and workmen's compensation insurance.
 - e. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - f. Comply with requirements in Division 1 Section, of the Technical Specifications "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- B. An alternative method to price the changes in the work is to utilize current "Mean's Cost Data"
- C. Profit and Overhead shall not exceed ten percent (10%) of the cost of the changes to the Work.
- D. Use Proposal Request Form provided by Owner. A Sample is included under Project Manual Heading VII - Forms. The Contractor shall prepare three copies, one for the

Engineer, one for the Owner and one for himself and for all parties to sign. Each shall keep a copy.

- E. The Contractor shall be responsible for keeping and updating a "Proposal Request Log", listing all Proposal Requests and Minor Changes. The log shall also indicate the date of the Proposal Request, approval date, action taken, running balances, and a complete description of the change.
- F. After all parties have signed "The Proposal Request Form", it shall be the Contractor's authorization to proceed with the changes to the Work.
- G. If the Owner and Contractor do not agree with the requested adjustment in the Contract Sum, the Contract Time or the method of determining each, the provisions for Mediation shall be utilized.

1.7 CHANGE ORDER PROCEDURES

- A. The Engineer shall issue a Change Order for signatures once all the Proposal Request(s) amounts exceeds the contingency amount or at the end of the project.
- B. The Contractor shall not invoice for the Change Order until it has been executed by all parties.

1.8 CONSTRUCTION CHANGE DIRECTIVE

- A. The Engineer may issue a Construction Change Directive that has been signed by the Owner to the Contractor directing a change in the Work. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved. And the Contractor shall advise the Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- C. The Contractor shall maintain detailed records on a time and material basis of work required by the Construction Change Directive.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PROCESSING CHANGE ORDERS

- A. The Change Order request will be issued describing the change or changes to the Work and/or Contract Documents and will refer to the Proposal Requests.
- B. The Contractor shall issue one copy of the Change Order request to the Engineer. The Engineer shall promptly sign the copy and return the copy to the Owner who will sign the Change Order request and forward the Change Order to the Contractor to execute the work.
- C. Once the Change Order has been fully executed, a copy shall be forwarded to the Engineer and to the Contractor for their files.

END OF SECTION 01 26 00

SECTION 01 29 00 PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1, of the Technical Specifications Section "Allowances" for procedural requirements governing handling and processing of allowances.
 - 2. Division 1, of the Technical Specifications Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 3. Division 1, of the Technical Specifications Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 4. Division 1, of the Technical Specifications Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms AIA G702.
 - b. Continuation Sheets
 2. Submit the Schedule of Values to the Engineer at earliest possible date but no later than fourteen days before the date scheduled for submittal of initial Applications for Payment.
 3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each of the Technical Specifications Section and line item for potential billing against the Construction Contingency Allowance.
1. Identification: Include the following Project information on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Contract number.
 - d. Purchase Order number.
 - e. Contractor's name and address.
 - f. Date of submittal.
 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Technical Specifications Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractors.
 - d. Name of manufacturer or fabricator.
 - e. Name of suppliers.

- f. Change Orders (numbers) that affect value.
 - g. Dollar value.
- 3. Group items that are “Non-Tangible & Non-Taxable and Tangible & Taxable Items” on the Schedule of Values.
- 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
- 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include labor and materials and/or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
- 7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 8. Closeout documentation: Provide a separate line item in the Schedule of Values for close out documentation as set forth in the Supplementary Conditions.
- 9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
- 10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involves additional requirements.
- B. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for material and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such material and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such material and equipment stored off the site.
- C. The Contractor warrants that title to all Work covered by an Application and Certificate for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application and Certificate for payment all work for which Certificates for payment have been previously issued and payment received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of claims of liens, claims, security, interests, or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.
- D. Payment Application Times: Each Month, the Owner can make a partial payment to the Contractor on the basis of a duly notarized Application and Certification for Payment approved and certified by the Engineer.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. The Engineer will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 3. The Owner shall retain five(5%) percent of each payment to up fifty (50%) percent completion of the Contract.
 - a. The Owner shall not retain more than ten percent (10%) of any periodic payment due a prime Contractor.
 - b. When the project is fifty percent (50%) complete, the Owner, with written consent of the surety, shall not retain any further retainage from periodic

payments due the Contractor if the Contractor continues to perform satisfactorily and any nonconforming work identified in writing prior to that time by the Engineer or Owner has been corrected by the Contractor and accepted by the Engineer and Owner. If the Engineer determines the Contractor's performance is unsatisfactory, the Owner may reinstate retainage for each subsequent periodic payment application as authorized in this subsection up to the maximum amount of ten percent (5%). The project shall be deemed fifty percent (50%) complete when the Contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the Contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete.

- c. Within 60 days after the submission of a pay request and one of the following occurs, as specified in the contract documents, the Owner with written consent of the surety shall release to the Contractor all retainage on payments held by the Owner:
 - 1) The Owner receives a certificate of substantial completion from the Engineer in charge of the project; or (ii) the Owner receives beneficial occupancy or use of the project. However, the Owner may retain sufficient funds to secure completion of the project or corrections on any work. If the Owner 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 the Contractor's surety.
- d. The existence of any third-party claims against the Contractor or any additive change orders to the construction contract shall not be a basis for delaying the release of any retainage on payments.
 - 1) Full payment, less authorized deductions, shall also be made for those trades that have reached one hundred percent (100%) completion of their contract by or before the project is fifty percent (50%) complete if the Contractor has performed satisfactorily. However, payment to the early finishing trades is contingent upon the Owner's receipt of an approval or certification from the Engineer of record or applicable engineer that the work performed by the subcontractor is acceptable and in accordance with the contract documents.
 - 2) Neither the Owner's nor Contractor's release of retainage on payments as part of a payment in full on a line-item of work under 3-d of this section shall affect any applicable warranties on work done by the Contractor or subcontractor, and the warranties shall not begin to run

any earlier than either the Owner's receipt of a certificate of substantial completion from the Engineer in charge of the project or the Owner receives beneficial occupancy.

- e. Nothing in this section shall prevent the prime Contractor at the time of application and certification to the Owner from withholding application and certification to the Owner for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment, and materials; damage to prime Contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by the Owner.
 - f. Nothing in this section shall prevent the Owner from withholding payment to the Contractor in addition to the amounts authorized by this section for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the Owner or reasonable evidence that a third-party claim will be filed.
4. Provide a separate line item in the Schedule of values for close out documentation.
- F. Transmittal: Submit one (1) original signed and notarized copy of each Application for Payment to the Engineer.
- 1. An original signed copy by Vendor and Engineer must be sent to Accounts Payable on every pay app by the Engineer. Address for Accounts Payable to be on the PO.
- G. With each Application and Certification for payment, the Contractor must furnish for themselves, as well as for all Subcontractors, certified statements stating the cost of the property purchased from each vendor and the amount of sales and/or use taxes paid and Waivers of Lien. See General Conditions, Sales and Use Tax for additional information.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
- I. Neither Final payment nor any remaining retained percentage shall become due until the Contractor submits the following to the Engineer for approval:
- 1. An affidavit that payrolls, bills for material and other indebtedness connected with the Work has been paid or otherwise satisfied,
 - 2. A certificate evidencing that insurance required by the Contract Document to remain in force after Final payment is currently in effect and will not be canceled or

allowed to expire until at least 30 days' prior written notice has been given to the Owner,

3. Consent of surety to Final payment
 4. Other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of claim of liens, claims security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If the Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such claim of lien. If such claim of lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees.
 5. MWSBE form E.
 6. A list of all suppliers and subcontractors that were involved with the project. As part of the list, the Contractor shall include the address, phone number, what they supplied or Work performed, and a contact name.
 7. "As-Builts" Drawings and all other specified closeout documents
 8. Maintenance and Operation instructions and guarantees.
- J. Final Payment Application: Submit one original copy of the final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Warranties and Test results required by the Contract Documents.
 2. Updated final statement, accounting for final changes to the Contract Sum.
 3. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 4. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 5. AIA Document G707, "Consent of Surety to Final Payment."
 6. Additional Evidence that claims have been settled if required by the Owner. An example of the evidence could be a letter from a subcontractor indicating that he has been paid in full for the work that he has performed.
 7. Certificates from all local and State Governing Agencies as required by Law.
 8. All the permits have been finalized by Code Enforcement.

9. Final liquidated damages settlement statement.
10. List of Subcontractors and Suppliers that has contributed to the completion of the Work. The list shall include:
 - a. Material they supplied or type of construction they performed.
 - b. Address
 - c. Contact person
 - d. Phone number
11. M/WSBE Form E.
12. Final Sales Tax Form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 19
PROJECT MEETINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
 - 1. Pre-Construction Conference.
 - 2. Progress Meetings.

1.2 PRE-CONSTRUCTION CONFERENCE

- A. The Owner's Representative will schedule a pre-construction conference and organizational meetings at the Project site or other convenient location after execution of the Agreement and prior to commencement of construction activities. The Architect or Engineer will conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, the Owner's Representative, the Engineer and their consultants, the Contractor and his superintendent, major subcontractors, manufacturers, suppliers, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:
 - 1. Introduction of Key Personnel
 - a. Distribution and Discussion of:
 - 1) Project Reference List.
 - 2) List of Major Subcontractors and Suppliers.
 - 3) Roles and responsibilities and coordination methods.
 - 2. Schedules
 - a. Notice to Proceed Date/Completion Date.
 - b. Construction Schedule.
 - c. Critical Work Sequencing.
 - d. Submittal Schedule.
 - e. Recovery Plans.

3. Procedures and Processing

- a. Modifications/Architects Supplemental Instructions.
- b. Proposal Request.
- c. Change Orders.
- d. Field Reports.
- e. Applications for Payment.
- f. Submittals.
- g. Permits.

4. Contract Close-out Procedures

- a. Record Documents
- b. Certifications and Warranties
- c. Substantial and Final Completion

5. Miscellaneous

- a. Use of Premises.
 - 1) Storage Area(s).
 - 2) Phasing Plan and Fencing Plan.
- b. Temporary Utilities.
- c. Safety and First-aid Procedures.
- d. Security.
- e. Housekeeping.
- f. How to coordinate work with school (i.e., Principal, staff, Custodian, Temporary Relocations).
- g. Hours of Operation.
- h. Clean-up.

- D. The Engineer will record minutes and distribute copies within five (5) days after meeting to all participants.

1.3 PROGRESS MEETINGS

- A. The Engineer will schedule and shall conduct in coordination with the Owner's Representative progress meetings at the Project site as deemed as necessary. The Owner and Engineer will coordinate dates of meetings with preparation of the payment request.
- B. Attendees: In addition to representatives of the Owner, the Program Manager, the Engineer, the Contractor's Project Superintendent and Project Manager, as well as the superintendents and project managers of the plumbing, mechanical, and electrical subcontractors are mandatory along with suppliers or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.
- C. Agenda:
- 1. Review and correct or approve minutes of the previous progress meeting.

2. Review items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
3. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
4. Submittals: Review overall schedule and anticipated near term needs.
5. Field Observations, Deficiency Lists, Problems, and Conflicts.
6. Change Orders.
7. Off-site fabrication, deliveries, and sequences.
8. Documentation of information for record documents.
9. Safety, hazards, and risks.

Other Business:

- a. Access.
 - b. Site utilization and security.
 - c. Quality and Work Standards.
 - d. Housekeeping.
- D. Reporting: After each progress meeting date, the Engineer shall prepare and distribute copies of minutes of the meeting to each party present and to other parties who should have been present.
- E. Schedule Updating: The Contractor shall revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting. No logic or original durations shall be changed without the Engineer and Owner Representative's approval.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

1.2 SUBMITTAL PROCEDURE

- A. General: The Contractor is responsible for providing submittals to the Engineer. Each submittal must be accepted in writing prior to commencement of work.
- B. Submission Requirements: Submit all required submittals electronically in pdf format. to the Engineer for review. The submittals will then be returned electronically to the Contractor with comments. Final submittals will require written responses to all Construction Document submittal comments.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as specified below. Time for review shall commence on Engineer's receipt of submittal.
 - 1. Initial Review: Allow 7 workdays for initial review of submittals.
 - 2. Allow 7 workdays for processing each resubmittal.
 - 3. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- D. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals and provide a letter describing in detail any proposed changes, substitutions, or deviations from the project or manufacturer's specifications. A written explanation of why substitutions should be considered is required and shall be included under the appropriate tab.
- E. Transmittal and Identification: Package submittals appropriately and include a title page and/or pdf bookmark for each numbered schedule of submittal item identified below. Engineer will discard submittals received from sources other than Contractor. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
- F. Use for Construction: Use only final submittals with mark indicating action taken by Engineer in connection with construction.

1.3 SCHEDULE OF SUBMITTALS

The successful Contractor shall prepare and submit two (2) submittal note books and one (1) electronic copy to Wolf Trail Engineering prior to scheduling of the Pre-Construction meeting. Notebooks are to be hard bound ring binders with tabbed dividers separating each section and table of contents. Each submittal notebook shall contain the following:

- A. Emergency Contact List with the name and phone numbers of the contractor's office, project manager, project superintendent, and project foreman. Also list the name, address, and phone numbers of the roofing consultant.
- B. Copy of Contractor's Certificate of Insurance
- C. Copy of the Payment and Performance Bond
- D. Copy of required local permits.
 - 1. The successful contractor shall obtain and deliver to the Owner two (2) copies of all applicable Building/Construction Permits as may be required by local authorities prior to work on site. If permits are not required, a letter on the Contractor's Letterhead shall state that the proper authorities have been contacted and building/construction permits are not required. Include contact information of the responsible authority in the required letter.
- E. Roof Manufacturer's Acknowledgement stating they have reviewed these specifications and drawings, and this roofing system will be eligible for a 20-year NDL warrantee at the end of the project. This document is required before the Contract or Notice to Proceed is issued.
- F. Copy of all Warranties to meet the requirements of their respective specification section.
- G. Letter describing in detail any proposed changes, substitutions, or deviations from the project or manufacturer's specifications. A written explanation of why substitutions should be considered is required.
- H. Work schedule indicating start date, crew size, completion date, etc.
 - 1. See Section 00 31 13 Preliminary Schedule
- I. Sample Application for Payment including Schedule of Values. Immediately after execution and delivery of the Contract, and before the first partial payment is submitted, the Contractor shall submit to the Owner through the Engineer the following:
 - 1. An Application for Payment on AIA G702.
 - 2. A schedule of values on AIA G703 Continuation Sheet consisting of a detailed breakdown of the Contract amount showing separate figures for labor and materials. The work listed under the various sections and subsections of the Specifications shall serve as the format for preparation of the following.

- J. The enclosed material lists, and drawings shall serve as a preapproved submittal package for the successful bidder. The material lists herein shall be copied and the proposed materials marked to show the system and materials included in the contractor's bid. Where ASTM specifications are given the Contractor shall furnish the name of the material to be used. MSDS sheets are required for all materials used and are to be attached to the submittals.
- K. The detail drawings shall be copied from this manual and initialed by the Contractor and shall serve as the shop drawings for the project. See section on substitution of materials for additional instructions.
- L. The Contractor shall submit manufacturer's literature on insulation or base sheet and fasteners to be used on the project. The submittal information shall include the type and number of fasteners for the type of base sheet or type and size of insulation board material to be installed, and the quantity of fasteners to be used at perimeters, corners, and the field of the roof wherever mechanical securement of roof system is required by the specifications.
- M. The Contractor shall submit in writing on the form provided, that all materials to be used on the project do not contain asbestos.
- N. Complete list of materials with Material Safety Data Sheets (MSDS)
- O. Tapered Insulation Design & Layout. Tapered insulation design must show crickets/saddles. Roof curbs and penetrations must be considered when designing tapered roof insulation system.
- P. Manufacturer's Contractor Certification Certificate, manufacturer's literature, and materials list for proposed roof assembly.
- Q. The contractor shall submit a signed copy of the Jessica Lunsford Act. (See Forms)
- R. The contractor must submit the employee training information listed below for all personnel who disturb asbestos containing materials.
 - 1. Name of employee
 - 2. Last date of training
 - 3. Type of training
 - 4. Copies of personnel accreditation/license.
 - 5. The contractor must submit CERTA training information for all personnel who will be using a torch.
 - 6. Nailing/screwing pattern layout for the insulation from the manufacturer.
- S. Existing damaged/dysfunctional components documentation (videotape, photos, etc.) including but not limited to, asphalt spills, windows, walls, sidewalks, paving, ceilings, etc. Lack of submission prior to commencement of work indicates Contractor has discovered no existing damaged components and takes responsibility for any damages caused by operations.

PART 2 - PRODUCTS

2.1 SUBMITTALS

- A. General: Prepare and submit Submittals required herein and by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data is not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Compliance with recognized trade association standards.
 - e. Compliance with recognized testing agency standards.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- D. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- E. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- F. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- G. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- H. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- I. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, uplift diagram, and

calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

- J. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
- K. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal, check for compliance with the Contract Documents and note corrections and field dimensions prior to submitting to Engineer.

3.2 ENGINEER'S ACTION

- A. Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. The Engineer will stamp each submittal item with an action stamp and will mark the stamp appropriately to indicate action taken.
- B. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 01 33 00

SECTION 01 40 00 QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.

1.4 SUBMITTALS

- A. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

- A. Quality Assurance will be performed in accordance with governing Codes, referenced or established standards, or industry standards.
- B. Control of Installation
 1. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
 2. Comply with manufacturers' instructions, including each step-in sequence.
 3. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
 4. Comply with specified standards as the minimum quality for the Work, except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
 5. Only allow Work to be performed by person qualified to produce workmanship of specified quality.

6. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- C. Tolerances
1. Monitor tolerance control of installed products to produce acceptable work. Do not permit tolerance to accumulate.
 2. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
 3. Adjust products to appropriate dimensions; position before securing products in place.
- D. It is the intent under this contract that workmanship shall be of the best quality consistent with the materials and construction methods specified. The presence or absence of the Owner's or Engineer's representative shall in no way relieve the Contractor of his responsibility to furnish materials and construction in full compliance with the drawings and specifications. The Owner and Engineer shall have the authority to judge the quality and require replacement of unacceptable work or personnel at any time.
- E. All contractors shall cooperate in the execution of their work and shall plan their work in such manners as to avoid conflicting schedules or delays of work. If any part of a Contractor's work depends upon the work of another Contractor, defects, which may affect that work, shall be reported to the Engineer in order that prompt inspection may be made, and defects corrected. Commencement of work by a Contractor where such a condition exists will constitute acceptance of the other Contractor's work as being satisfactory in all respects to receive the work commenced, except defects, which may later develop. The work of all trades under this contract shall be closely coordinated in such a manner as to obtain the best possible workmanship for the entire project. All components of the work shall be installed in accordance with the best practices of the particular trade. The General Contractor is responsible for advising the Owner sufficiently in advance of operations to allow for assignment of personnel.
- F. Materials or methods described by words which, when applied, have a well-known technical or trade meaning will be held to refer to such recognized standard. Standard specifications or manufacturer's literature, when referenced, shall be of the latest revision or printing unless otherwise stated, and are intended to establish the minimum requirements acceptable.
- G. All materials shall be new, all materials and workmanship shall be in every respect in accordance with the best modern practice.
- H. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or accepted, such materials shall be delivered to the site in original packages or containers with seals unbroken and labels intact and shall not be opened until inspected and approved by the Engineer. The contractor shall notify the Engineer prior to such material's delivery.
- I. The Contractor's Foreman or Superintendent to maintain one complete set of the contract documents and approved submittals on the job site.

- J. Contractor shall be responsible to correct deficiencies identified by Engineer and non-conforming work within 24 hours of receipt of notification, either verbally or written, and submit a plan of action for addressing the deficiencies and non-conforming work. Further tear-off or commencement of other work shall not occur until all deficiencies and non-conforming work are properly addressed.
- K. At any time during the construction and completion of work covered by these Specifications, if the conduct of any workman of the various crafts be determined unsuitable or a nuisance to the Owner or Engineer, or if the workman be considered incompetent or detrimental to the work, the Contractor shall order such party removed immediately from the grounds with the person not returning at any time during the course of work on the project.
- L. During the performance of any work by the Contractor or subcontractors, the Contractor shall provide for the entire length of the project a full-time onsite superintendent/representative meeting the following requirements:
 - 1. For the purpose of these Specifications the designation “superintendent” is hereby defined as the individual present on the job site at all times while work is being performed, and whose primary responsibility is to supervise and direct the performance of the Work.
 - 2. The superintendent shall attend the project site at all times during the progress of the work and his duties as superintendent shall be limited to this project only. The superintendent shall supervise and instruct workmen without engaging in the work process. Should the superintendent be absent temporarily from the project at any time, he shall designate a competent foreman to assume duties. During the superintendent’s absence the foreman shall not engage in the work process but shall supervise and instruct only. Likewise, any communications given to the foreman shall be as binding as if given to the Contractor.
 - 3. It shall be the superintendent’s responsibility to communicate all matters pertaining to the Work with the Owner and/or Engineer. In case of emergency or safety, the superintendent shall communicate directly with the Owner and/or Engineer. No decisions regarding changes in the Work will be made without the Owner’s knowledge.
 - 4. Decision making authority and ability.
 - 5. Able to demonstrate knowledge of work being installed.
 - 6. Fluent in the English language (i.e., reading, writing and speaking).
 - 7. In possession of a mobile telephone at all times.
- M. Specialists: Certain sections of the Specifications require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists shall satisfy the qualification requirements indicated and shall be engaged for the activities indicated.

1.6 QUALITY CONTROL

- A. The authorized representatives and agents of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.
- B. Contractor's Responsibilities:
 - 1. Repair and protection of work and materials are Contractor's responsibility.
 - 2. Should any work or materials not conform with requirements of the Specifications or become damaged during the progress of the work, such work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the project. All such work shall be done at the expense of the Contractor.
 - 3. Contractor will coordinate documents with manufacturer and perform such testing, reporting, and communication incidental to provisions of the warranty procedures.
 - 4. Inclement Weather
 - a. In the event of temporary suspension of work as during inclement weather, or whenever the Engineer shall direct, the Contractor will carefully protect its work and materials against damage or injury from weather. If, in the opinion of the Engineer, any work or materials have been damaged or injured by reason of failure of the Contractor to protect its work, such materials shall be removed and replaced at the expense of the Contractor.
 - b. During inclement weather and temporary suspension of work, the Contractor shall inspect the facility each day for leaks and perform temporary repairs if necessary. Inspections shall be made daily during extended periods of inclement weather. Upon arrival at the facility, Superintendent shall immediately inform the Owner of his presence and purpose.
 - c. Should inclement weather occur after normal business hours Friday, Saturday, and Sunday or holidays, Contractor shall make arrangements with the Owner to provide access to the building to inspect for leaks.
- C. Manufacturer's Field Services: During construction and until substantial completion, manufacturer's representative shall perform quality assurance site visits monthly to ensure materials are being properly installed and as required to obtain the specified warranty.
 - 1. The first site visit shall be performed within the first three (3) days of operations.
 - 2. Coordinate all site visits with Engineer. Submit reports of findings within one week of inspection. Payment applications will be rejected until applicable reports are received.
 - 3. Inspections to be performed by an employee of the selected manufacturer that is assigned full time to their technical services department. Sales personnel will not be acceptable for this function and may result in rejection of the work installed that does not fulfill this requirement.
 - 4. The manufacturer's final inspections shall be performed only with Wolftrail Engineering personnel in attendance. A minimum of seven days' written notice is required. Any manufacturer's final inspection conducted without Wolftrail Engineering personnel in attendance will be repeated at no additional cost to the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
- B. Comply with the Contract Document requirements for Section 01 73 29-Cutting and Patching.
- C. Protect construction exposed by or for quality-control service activities.
- D. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality- control services.

END OF SECTION 01 40 00

SECTION 01 42 00 REFERENCES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements relating to Referenced Standards.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

1.3 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Installer": Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub- subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.
- J. "Experienced": When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- K. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.4 INDUSTRY STANDARDS

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

3. FED-STD - Federal Standard (See FS)
4. FS - Federal Specification. Available from National Institute of Building Sciences www.nibs.org

1.5 ABBREVIATIONS AND ACRONYMS

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

1. AA - Aluminum Association, Inc. (The) www.aluminum.org
2. ACI - American Concrete Institute/ACI International www.aci-int.org
3. ACPA - American Concrete Pipe Association www.concrete-pipe.org
4. AGC - Associated General Contractors of America (The) www.agc.org
5. AHA - American Hardboard Association www.ahardbd.org
6. AI - Asphalt Institute www.asphaltinstitute.org
7. AIA - American Institute of Architects (The) www.aia.org
8. AIE - American Institute of Engineers www.aieonline.org
9. AISC - American Institute of Steel Construction www.aisc.org
10. AISI - American Iron and Steel Institute www.steel.org
11. ALCA - Associated Landscape Contractors of America www.alca.org
12. ALSC - American Lumber Standard Committee www.alsc.org
13. ANLA - American Nursery & Landscape Association www.anla.org
14. ANSI - American National Standards Institute www.ansi.org
15. APA - The Engineered Wood Association www.apawood.org
16. APA - Architectural Precast Association www.archprecast.org
17. ASCE - American Society of Civil Engineers www.asce.org
18. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org

19. ASME - ASME International (The American Society of Mechanical Engineers International) www.asme.org
20. ASTM - American Society for Testing and Materials www.astm.org
21. AWI - Architectural Woodwork Institute www.awinet.org
22. AWPAA - American Wood-Preservers' Association www.awpa.com
23. AWS - American Welding Society www.aws.org
24. BHMA – Builders Hardware Manufacturers Association www.buildershardware.com
25. BIA - Brick Industry Association (The) www.bia.org
26. CCFSS - Center for Cold-Formed Steel Structures www.umn.edu/~ccfss
27. CDA - Copper Development Association Inc. www.copper.org
28. CIMA - Cellulose Insulation Manufacturers Association www.cellulose.org
29. CISCA - Ceilings & Interior Systems Construction Association www.cisca.org
30. CISPA - Cast Iron Soil Pipe Institute www.cispi.org
31. CLFMI - Chain Link Fence Manufacturers Institute www.chainlinkinfo.org
32. CPA - Composite Panel Association (Formerly: National Particleboard Association) www.pbmdf.com
33. CPPA - Corrugated Polyethylene Pipe Association www.cppa-info.org
34. CRSI - Concrete Reinforcing Steel Institute www.crsi.org
35. CSI - Construction Specifications Institute (The) www.csinet.org
36. DHI - Door and Hardware Institute www.dhi.org
37. EIMA - EIFS Industry Members Association www.eifsfacts.com
38. EJMA - Expansion Joint Manufacturers Association, Inc. www.ejma.org
39. FMG (FM) - FM Global (Formerly: FM - Factory Mutual System) www.fmglobal.com
40. GA - Gypsum Association www.gypsum.org
41. GANA - Glass Association of North America (Formerly: FGMA - Flat Glass Marketing Association) www.glasswebsite.com/gana
42. HPVA - Hardwood Plywood & Veneer Association www.hpva.org

43. IGCC - Insulating Glass Certification Council www.igcc.org
44. LGSI - Light Gage Structural Institute www.loseke.com
45. MBMA - Metal Building Manufacturers Association www.mbma.com
46. MCA - Metal Construction Association www.metalconstruction.org
47. MFMA - Metal Framing Manufacturers Association www.metalframingmfg.org
48. MIA - Marble Institute of America www.marble-institute.com
49. NAAMM - National Association of Architectural Metal Manufacturers
www.naamm.org
50. NAIMA - North American Insulation Manufacturers Association (The)
www.naima.org
51. NCMA - National Concrete Masonry Association www.ncma.org
52. NCPI - National Clay Pipe Institute www.ncpi.org
53. NECA - National Electrical Contractors Association www.necanet.org
54. NEMA - National Electrical Manufacturers Association www.nema.org
55. NETA - International Electrical Testing Association www.netaworld.org
56. NFPA - National Fire Protection Association www.nfpa.org
57. NFRC - National Fenestration Rating Council www.nfrc.org
58. NGA - National Glass Association www.glass.org
59. NHLA - National Hardwood Lumber Association www.natlhardwood.org
60. NLGA - National Lumber Grades Authority www.nlga.org
61. NPA - National Particleboard Association (See CPA)
62. NRCA - National Roofing Contractors Association www.nrca.net
63. NRMCA - National Ready Mixed Concrete Association www.nrmca.org
64. NSA - National Stone Association www.aggregates.org
65. NTMA - National Terrazzo and Mosaic Association, Inc. www.ntma.com
66. NWWDA - National Wood Window and Door Association (See WDMA)
67. PCI - Precast/Prestressed Concrete Institute www.pci.org

68. PDCA - Painting and Decorating Contractors of America www.pdca.com
69. PDI - Plumbing & Drainage Institute www.pdionline.org
70. RCSC - Research Council on Structural Connections www.boltcouncil.org
71. RMA - Rubber Manufacturers Association www.rma.org
72. SDI - Steel Deck Institute www.sdi.org
73. SDI - Steel Door Institute www.steeldoor.org
74. SGCC - Safety Glazing Certification Council www.sgcc.org
75. SIGMA - Sealed Insulating Glass Manufacturers Association
www.sigmaonline.org/sigma
76. SJI - Steel Joist Institute www.steeljoist.org
77. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association
www.smacna.org
78. SPFA - Spray Polyurethane Foam Alliance(Formerly: SPI/SPFD - The Society of the
Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org
79. SPI - The Society of the Plastics Industry www.plasticsindustry.org
80. SPIB - Southern Pine Inspection Bureau (The) www.spib.org
81. SPRI - SPRI (Single Ply Roofing Institute) www.spri.org
82. SSINA - Specialty Steel Industry of North America www.ssina.com
83. SSMA - Steel Stud Manufacturers Association (Formerly: ML/SFA - Metal Lath/Steel
Framing Association) www.ssma.com
84. SSPC - The Society for Protective Coatings www.sspc.org
85. SWI - Steel Window Institute www.steelwindows.com
86. TCA - Tile Council of America, Inc. www.tileusa.com
87. TPI - Truss Plate Institute
88. UL - Underwriters Laboratories Inc. www.ul.com
89. WDMA - Window & Door Manufacturers Association (Formerly: NWWDA - National
Wood Window and Door Association) www.wdma.com
90. WMMPA - Wood Moulding & Millwork Producers Association www.wmmpa.com

91. WWPA - Western Wood Products Association www.wwpa.org

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

1. BOCA - BOCA International, Inc. www.bocai.org
2. IAPMO - International Association of Plumbing and Mechanical Officials (The) www.iapmo.org
3. ICBO - International Conference of Building Officials www.icbo.org
4. ICC - International Code Council (Formerly: CABO - Council of American Building Officials) www.intlcode.org
5. SBCCI - Southern Building Code Congress International, Inc. www.sbcci.org

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

1. CPSC - Consumer Product Safety Commission www.cpsc.gov
2. EPA - Environmental Protection Agency www.epa.gov
3. OSHA - Occupational Safety & Health Administration www.osha.gov

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

1.3 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
 - 1. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.4 SCHEDULE OF SUBMITTALS

- A. Conditions of Use: The following conditions apply to the use of temporary services and facilities by all parties engaged in the work.
 - 1. Keep temporary services and facilities clean and neat.
 - 2. Relocate temporary services and facilities as required by progress of the Work.
- B. Parking and Traffic Control: Contractor shall be responsible for obtaining and erecting street/parking lot signage as necessary to divert traffic away from staging areas, etc. Contractor is to coordinate signage requirements with the Owner and Engineer. All associated costs are to be borne by the Contractor. Contractor shall provide area for parking for subcontractors, Engineer, and Owner representatives.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by the Engineer. Provide materials suitable for use intended.
- B. Portable Chain-Link Fencing: Minimum 2-inch 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide non-permanent bases for support.
- C. Water: Potable.
- D. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- E. Electrical Outlets: Provide properly configured NEMA polarized outlets that prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset buttons and pilot lights for connection of power tools and equipment within 100 feet of all work areas. All temporary electrical systems should be inspected and tested on a regular basis. Contractor shall document these inspections.
- F. Electrical Power Cords: All Contractors shall provide UL tested and labeled, grounded "hard service" cords of an appropriate gauge for the intended application. Provide waterproof connectors as needed to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. All electrical cords shall be inspected on a regular basis (Quarterly at a Minimum) and identification of inspection must be visible, i.e. mark with colored tape or tag
- G. Scaffolds: Scaffolds should be built in their entirety and not left unfinished or in an unsafe condition. All scaffolds must be tagged to indicate the latest inspection. Scaffolds should be tied into the structure as close to a 3:1 ratio as possible and repeated tie-ins shall follow OSHA guidelines. All scaffolds shall have safe access with stairs being the first choice over a ladder. Scaffolds should include netting on upper levels if there is any possibility for materials to fall over the toe boards, per OSHA guidelines.
- H. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "ABC" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried,

portable, UL-rated, class “ABC” dry chemical extinguishers or a combination of extinguishers of NFPA recommended classes suited for the exposures.

1. Comply with NFPA 10 and 241 for classification of extinguishing agent and size required by location and class of fire exposure.
2. Provide an appropriate number of designated fire watch individuals with fully charged fire extinguishers, welding blankets and welding screens as required to limit risks associated with welding, cutting, and burning or any other activity which has the potential to cause a fire. All Hot work shall be done under a permit system.

PART 3 - EXECUTION

3.1 GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work.

3.2 PROJECT SITE LOGISTICS

- A. The Contractor shall develop a detailed site logistics plan for review and coordination with the Owner. The logistics plan shall be discussed with all site personnel and updated monthly by the Contractor. The logistics plan should include the following information:
 1. Staging areas
 2. Material storage area
 3. Dumpster location(s)
 4. Temporary toilet locations
 5. Delineation of site fencing
 6. Other pertinent information
- B. The Contractor shall separate pedestrian and vehicular traffic from their staging and material storage area, using barriers, cones, or similar materials and provide signage delineating routes.
- C. The Contractor is responsible for always keeping the project site in a clean and orderly fashion.
- D. The Contractor shall provide signs throughout the site where necessary to provide clear instruction (i.e., “No Smoking”, “No Entry”, “Emergency Exit”, etc.) All signage shall be provided in English and Spanish.

3.3 LIFTING EQUIPMENT

- A. Where cranes and other lifting equipment are required, the Contractor shall develop and maintain a plan to execute the work in a safe manner. The plan should include the following items at a minimum:
 - 1. Erection, climbing and dismantling process.
 - 2. Inspection process for all equipment and rigging.
 - 3. Exclusion zones
 - 4. Maintenance processes
 - 5. Identification of Qualified/Competent persons
 - 6. Lifting plan
 - 7. Process for identifying and working around aerial hazards.
 - 8. Signalmen communication
 - 9. Working around energized lines
 - 10. Ground conditions and underground hazard
- B. The Contractor is responsible for ensuring that all cranes and lifting equipment are certified for use by a Qualified/Competent person prior to first use and annually (at a minimum).
- C. The Contractor is responsible for ensuring that all cranes and lifting equipment are inspected as required by a third party Qualified/Competent person.

3.4 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Water for construction purposes will be available from the Owner at no charge. The contractor shall operate exterior hose bids only with properly fitted handles which shall be removed at the end of each workday. Any damage to hose bids or hose bib stems shall be repaired by the Contractor. Hose bibs shall not be operated with pliers.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities. Facilities will be located at sites approved by Owner.
 - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
 - 2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
 - 3. Drinking-Water Facilities: Provide bottled-water, drinking-water units.
- C. Electrical Power Service: Contractor shall provide portable generators for all electrical power requirements.

- D. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
 - 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

3.5 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access. Coordinate with Engineer on location.
 - 2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
 - 3. Maintain support facilities until near Final Acceptance. Remove before Final Acceptance. Personnel remaining after Final Acceptance will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction.
- C. Project Identification and Temporary Signs: Prepare Project identification and other signs in sizes indicated. Install signs where indicated to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.
 - 1. Prepare temporary signs to provide directional information to construction personnel and visitors.
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Section 01 74 00 Cleaning and Waste Management for progress cleaning requirements.
 - 1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
- E. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within buildings or elsewhere on-site.

3.6 SECURITY AND INSPECTION FACILITIES

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and

that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.

- B. Material Storage Enclosure Fence: Install enclosure fence with lockable gates to completely enclose and hide the materials storage, or store as much material in locked trailers as practicable.
- C. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- E. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
- F. Protection of adjacent roof areas: Contractor shall provide protection to adjacent roof systems in the form of $\frac{3}{4}$ " CDX plywood over 1.5" rigid insulation with warning flags on both sides. All foot and equipment traffic shall be limited to protected walkways.

3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Final Acceptance.
 - 1.

END OF SECTION 01 50 00

SECTION 01 60 00 PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's selection of products, materials, and equipment for use in the Project.
- B. The Contractor's construction schedule and the Schedule of Submittals are included in Section 01 33 00 - Submittal Procedures.
- C. Administrative procedures for handling requests for substitution made after award of the Contract are included in Section 01 25 00 - Substitution Procedures

1.2 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties", "systems", "structure", "finishes" "accessories" and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.
 - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product": includes the terms "material", "equipment", "system" and terms of similar intent.
 - 2. "Named Products" are items identified by manufacturer's product name, including the make or model designation, as indicated in the manufacturer's published product literature, current as of the date of the Contract Documents.
 - 3. "Materials" are products that are substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form a part of the Work.
 - 4. "Equipment" is a product with operational parts; whether motorized or manually operated that requires service connections such as wiring or piping.

1.3 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

- B. Compatibility of Options: When the Contractor is given the option of selecting between two (2) or more products for use on the Project; the product selected shall be compatible with products previously selected even if the previously selected products were also options.
 - 1. If a dispute arises between Contractors over concurrently selectable, but incompatible products, the Engineer will determine which products shall be retained and which are incompatible and must be replaced.
- C. Owner's Right of Final Approval: The Owner reserves the right of Final Approval of all labor, material, and equipment.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle products in accordance with the manufacturer's recommendations using means and methods that will prevent damage, deterioration, and loss, including theft.
 - 1. Transport and handle products in accordance with manufacturer's instructions.
 - 2. Promptly inspect shipments to ensure that products comply with requirements, that quantities are correct, and products are undamaged.
 - 3. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
 - 4. Store and protect products in accordance with manufacturers' instructions, with seals and labels intact and legible.
 - 5. Store sensitive products in weather tight, climate-controlled enclosures.
 - 6. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
 - 7. For exterior storage of fabricated products, place on sloped supports, above ground.
 - 8. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
 - 9. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of product.
 - 10. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
 - 11. Always maintain storage in a neat and clean condition.

12. The Owner's Representative will not receive Contractor Materials, nor sign shipping bills. On-site storage shall be in areas designated by the Contractor, with the approval of the Owner.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents that are undamaged and, unless otherwise indicated, unused at the time of installation.
 1. Provide products complete with all accessories, trims, finishes, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other Projects.
 3. Reference in the project manual or on the drawings to an article device, product, material, fixture, form, or type of construction by name, make or catalog number (product or method) whether or not followed by "or equal" establishes a standard of quality, and does not eliminate from competition other products or methods of equal or better quality by other manufacturers, where fully suitable, as approved by the Engineer. Applications for approval of substitutions for the specified products or methods will be considered only upon request of the Contractor, not of Subcontractors individual trades or suppliers, and only for a specific purpose; no blanket approvals will be granted. No approval of a substitution will be valid unless it is in written form and submitted in accordance with 01 25 00 Substitution Procedures.
- B. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:
 1. Semi-proprietary Specification Requirements: Where two (2) or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted. Where products or manufacturers are specified by name, accompanied by the term "or equal", or "or approved equal", comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 2. Non-Proprietary Specifications: When the Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not

restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning “substitutions” to obtain approval for use of an unnamed product.

3. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with the Contract requirements.
4. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated. Overall performance of a product is implied where the product is specified for a specific application. Manufacturer’s recommendations may be contained in published product literature or by the manufacturer’s certification of performance.
5. Compliance with Standards, Codes and Regulations: Where the Specifications only requires compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
6. Visual Matching: Where Specifications require matching an established Sample, the Engineer’s decision will be final on whether a proposed product matches satisfactorily. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with the provisions of the Contract Documents concerning “substitutions” for selection of a matching product in another product category or seek the Engineers recommendation in writing.
7. Visual Selection: Where specified product requirements include the phrase “...as selected from manufacturer’s standard colors, patterns, textures...” or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Engineer will select the color, pattern, and texture from the product line selected.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer’s instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01 60 00

SECTION 01 73 29 CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and supervisory requirements for cutting and patching.
- B. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
- C. The Contractor shall do all cutting, fitting, or patching of his work that may be required to ensure various parts fit together properly and are prepared to receive or be received by Work of others as indicated or reasonably implied by the drawings and specifications for the completed structure. The Contractor will make corrections as the Engineer may direct.
- D. Any cost brought about by defective or ill-timed work shall be borne by the Contractor.
- E. The Contractor shall not endanger any existing or newly completed work by cutting, digging or other activity and shall not cut or alter the Work of any other Prime Contractor except with the consent of the Engineer.
- F. Cutting and patching should be performed by workers skilled in the trade and sequenced to avoid delays.
- G. The Contractor shall not perform cutting or patching operations that impact the structural, functional, or aesthetic qualities of the Work.

1.2 SUBMITTALS

- A. Cutting and Patching Plan: Where approval of procedures for cutting and patching is required before proceeding, the Contractor shall submit a plan describing procedures well in advance of the time the cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the plan:
 - 1. Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.
 - 2. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
 - 3. List products to be used and firms or entities that will perform Work.
 - 4. Indicate dates when cutting and patching is to be performed.

5. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
6. Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the original structure.
7. Approval by the Engineer to proceed with cutting and patching does not waive the Engineer's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.

1.3 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
 1. Obtain written approval of the Engineer and Structural Engineer for the cutting and patching proposed before cutting and patching the following structural elements:
 - a. Foundation construction.
 - b. Bearing and retaining walls.
 - c. Structural concrete.
 - d. Structural steel.
 - e. Lintels.
 - f. Timber and primary wood framing.
 - g. Structural decking.
 - h. Stair systems.
 - i. Miscellaneous structural metals.
 - j. Exterior curtain wall construction.
 - k. Equipment supports.
 - l. Piping, ductwork, vessels, and equipment.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Engineer's professional judgment, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Retain the original installer or fabricator, if possible, to cut and patch any Work that remains exposed. Remove and replace any Work that is cut and patched in a visually unsatisfactory manner.
- D. Coordination: The Contractor is responsible for coordinating the Work to minimize the amount of cutting and patching.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use materials that are identical to existing materials and that fully match existing adjacent surfaces as much as possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Before cutting existing surfaces examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Make corrections before proceeding, if unsafe or unsatisfactory conditions are encountered.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction or finishes during cutting and patching operations to prevent damage. Provide protection from adverse weather conditions for any portions of the Project that might be exposed during cutting and patching operations.

3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction to provide for installation of other components or performance of other construction activities and provide the subsequent fitting and patching required to restore surfaces to their original condition. Where possible, review proposed procedures with the original installer; comply with the original installer's recommendations.
 - 1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering, and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed areas.
 3. Cut through concrete and masonry using appropriate cutting equipment such as a carborundum saw or diamond core drill.
 4. Comply with requirements of applicable Specification Sections where cutting and patching requires excavating and backfilling.
 5. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Conspicuously label any abandoned sections of pipe or conduit and, if required, support remaining sections. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
1. Inspect and test patched areas to demonstrate integrity of the installation.
 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Where removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even plane surface of uniform appearance and color. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken area containing the patch, after the patched area has received primer and second coat.
 4. Patch, repair, or re-hang existing ceilings as necessary to provide an even plane surface of uniform appearance.
- D. Cutting and patching shall be the responsibility of the trade whose work requires the cutting and patching unless specifically detailed and assigned in the Contract Documents. All patching shall be performed by qualified mechanics experienced in the specialty involved, to the standards of the project specifications. The Contractor shall coordinate all cutting and patching with the Owner's representative prior to commencement of the work.
- E. Renovation Project Procedures
1. Materials: As specified in technical sections, match existing products and Work.
 2. Employ skilled and experienced installer to perform cutting and patching.
 3. Remove, cut, and patch materials in a manner to minimize damage and to provide a means of restoring products and finishes to original condition.
 4. Refinish existing visible surfaces to remain in renovated rooms and spaces, to renewed condition for each material, with a neat transition to adjacent finishes.

5. Where new work abuts or aligns with existing, provide a smooth and even transition. Patch work to match existing adjacent work in texture and appearance.
 6. When a smooth transition with new Work is not possible, submit recommendation to Engineer for review. Terminate existing surface along a straight line at a natural line of division when possible.
 7. Patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections.
 8. Finish surfaces as specified in individual Product sessions.
 9. Cutting and patching shall be done in a manner such that the patched surfaces are compatible with the surfaces in which the repairs were made, both structurally and aesthetically as deemed appropriate by the Project Engineer.
- F. Restoration: Restore existing work, including concealed work not indicated or specified to be modified, and which is damaged or otherwise affected by The Contractor's operations, to a condition equal to that, which existed before the work was commenced. Use workers skilled in reconstruction and alteration work where new construction adjoins, connects to, or abuts existing work. Join new Work to existing Work in such a manner as to make the joining as inconspicuous as possible. Obvious patching of damaged Work will not be acceptable. At the completion, ensure that the buildings and grounds are in first-class condition within the intent of these specifications, with new parts well joined to the old as required, all connections completed, and facilities in full working condition.

3.4 CLEANING

- A. Thoroughly clean areas and spaces where cutting and patching performed where required for construction or used as access. Leave work in an acceptable completed condition.

END OF SECTION 01 73 29

SECTION 01 74 13 PROGRESS AND FINAL CLEANING

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for progress cleaning and final cleaning.

1.2 ACTION SUBMITTALS

- A. Product Data:
 - 1. Cleaning Products: Indicate compliance with quality assurance requirements.
 - 2. Disinfectants, Metal Polish, Floor Finishes, and Strippers: Indicate compliance with quality assurance requirements.
- B. Equipment Data: Indicate equipment used for final cleaning complies with quality assurance requirements.
- C. Product Application Schedule: Schedule of cleaning products indicating application for each type of product.
- D. Final Cleaning Program: Description of cleaning procedures and product applications for final cleaning for each type of room, surface and material.

1.3 QUALITY ASSURANCE

- A. Worker Qualifications: Provide cleaning services performed by experienced firm specializing in cleaning of new construction of similar type and scope, employing workers trained by suppliers of products and equipment utilized in progress and final cleaning.
- B. Equipment Certification: Perform final cleaning utilizing vacuum equipment certified under Carpet and Rug Institute Green Label program, equipped with HEPA filters.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials, General: Do not introduce cleaning agents, disinfectants, metal polishes, floor strippers, or other products into the facility that are not listed on the approved product application schedule.
- B. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Unless otherwise indicated, use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 – EXECUTION

3.1 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials for more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Utilize containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
 3. Sweep the parking lot and drive with a magnet daily.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure

protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

3.2 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations. Leave Project clean and ready for occupancy.
- B. Cleaning: Clean each surface or unit to the quality level specified. Comply with product manufacturers and equipment manufacturers' written instructions.
- C. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

1. Project Site

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
- b. Sweep paved areas broom clean, wash walkways clean. Remove petrochemical spills, stains, and other foreign deposits.
- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Projects site.

2. Building Exterior and Interior

- a. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- b. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- c. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- d. Remove labels and protective films that are not permanent.
- e. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Re- place finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
- f. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint from surface to provide intended readability.

- g. Clean both sides of the first floor, and the interior of second floor and higher, windows and vision lights.
- h. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."
- i. Do not utilize storm drain system for disposal of floor stripping wastewater.

END OF SECTION 01 74 13

SECTION 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:
 - 1. Material category
 - 2. Generation points of waste
 - 3. Total quantity of waste in tons
 - 4. Quantity of waste salvaged, both estimated and actual in tons
 - 5. Quantity of waste recycled, both estimated and actual in tons
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- C. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Submittal: Letter signed by Contractor, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements have been met.

1.5 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a waste management coordinator.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

1.6 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. The plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 6. Hazardous materials: Indicate how and where mercury containing materials will be disposed including name, address and phone number of authorized vendor that will be responsible for the pickup, transport, & disposal & of mercury containing materials including all associated processing paperwork & recycling certifications.
 - 7. Handling and Transportation Procedures: include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 1. Comply with operation, termination, and removal requirements in Division 01 Section "Temporary Facilities and Controls".
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at the Project site full-time during the duration of the project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
 - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING, DEMOLITION AND CONSTRUCTION WASTE

- A. General: Recycle paper and beverage containers used by on-site workers
- B. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substance deleterious to the recycling process.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.3 RECYCLING DEMOLITION WASTE

- A. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.
- B. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
 1. Pulverize concrete to maximum 1-1/2-inch size.
 2. Crush concrete and screen to comply with requirements in Division 31 Section "Earth Moving" for use as satisfactory soil for fill or sub-base.
- C. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- D. Metals: Separate metals by type.
 1. Structural Steel: Stack members according to size, type of member, and length.
 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- E. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
- F. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- G. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- H. Conduit: Reduce conduit to straight lengths and store by type and size.

3.4 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate, and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.5 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

D. Disposal/Mercury containing materials: Remove mercury from Owner's property and legally dispose of mercury containing items. Provide records & certifications documenting the disposal.

END OF SECTION 01 74 19

SECTION 01 77 00 CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Closeout requirements are hereby defined to include general requirements near the end of Contract time, in preparation for final acceptance, final payment, normal termination of Contract, occupancy of Owner, and similar actions evidencing completion of the Work. Specific requirements for individual units of Work are specified in other sections. Start of closeout other than the delivery of operation and maintenance manuals is directly related to "Substantial Completion," and therefore, may be either a single time period for entire Work or a series of time periods for individual parts of the Work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section, regardless of whether resulting from "phased completion" originally specified by the Contract Documents or subsequently agreed upon by Owner and Contractor.
- B. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. AIA G704 – Certificate of Substantial completion
 - 2. AIA G706 – Contractor's Affidavit Payment Plan & Claims
 - 3. AIA G706A – Contractor's Affidavit of Release of Liens
 - 4. AIA G707 – Consent of Surety to Final Payment
 - 5. Letter of punch list completion
 - 6. State & County Sales Tax Statement
 - 7. Contractor's (Two) year guarantee
 - 8. Manufacturer's Guarantee
 - 9. Waiver of Lien
 - 10. Asbestos Free Certificate
 - 11. List of Material Suppliers
 - 12. Waste Manifest Landfill Disposal tickets
 - 13. All inspections have been made and Code Enforcement has finalized the permits.

1.2 SUBSTANTIAL COMPLETION

- A. Procedures: Before requesting Architect's inspection for certification of Substantial Completion, complete the items listed below. Any exceptions or omissions from the items listed below should be explained, in writing, as part of the request.

1. The Application for Payment that coincides with, or initially follows, the date Substantial Completion is claimed, indicates 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - a. If 100 percent completion cannot be shown, indicate a list of incomplete items, the value of incomplete construction and reasons the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 4. Discontinue, change over, or remove temporary facilities from the site. Also remove construction tools, mock-ups, and similar elements.
 5. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
 6. Deliver warranties per Section 01 78 36 – Warranties.
 7. Correction of previously identified deficiencies.
 8. Prior to date of Substantial Completion Contractor to provide a list of pending claims or disputes with associated itemized cost breakdown.
 9. Provide Owner documentation of disposal of any mercury containing materials by an authorized vendor.
- B. Inspection Procedures: After completion of the above-specified items, submit written notice to the Architect- Engineer that the Work, or designated portion thereof, is substantially complete and request an inspection of same. Include a comprehensive list of items to be completed or corrected. Proceed promptly to complete and correct items on the list. Give a minimum of ten (10) days' notice to allow the Architect-Engineer sufficient time to schedule and coordinate the inspection. On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued. The Contractor shall remedy the noted deficiencies in the work and shall send a second written notice of substantial completion to the Architect-Engineer and request another inspection. The Architect-Engineer will then:
1. The Architect will repeat inspection when requested and ensure that the Work has been substantially completed. When the Architect-Engineer concurs that the Work is substantially complete, the Architect-Engineer will:
 - a. Prepare a Certificate of Substantial Completion on AIA Document G704, accompanied by Contractor's list of items to be completed or corrected, as

verified, and amended by the Architect-Engineer as a result of the substantial completion inspection.

- b. Submit the Certificate of Substantial Completion to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in the certificate. If after repeated requests (two or more) by the Contractor for the Architect to inspect the Work, it is discovered not to be “substantially complete” the Contractor shall compensate the Architect for additional inspections.

2. Results of the completed inspection will form the basis of requirements for final acceptance

1.3 FINAL ACCEPTANCE

- A. Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the items listed below. Any exceptions or omissions from the items listed below should be explained, in writing, as part of the request.
 1. Submit the final payment request with consent of surety to final payment, releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit a certified copy of the Architect’s substantial completion inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and the list has been endorsed and dated by the Architect.
 4. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 5. Submit record drawings
 6. Submit warranties, bonds, certifications, and letters as called for in Section 01 78 36 - Warranties.
 7. Re-clean areas soiled during correction of deficiencies.
 8. Certify that equipment and systems that have been tested, balanced, and are operational.
 9. Submit Consent of Surety.
- B. Re-inspection Procedure: Upon completion of the above-specified prerequisites, submit written notice to the Architect-Engineer that the work is complete and ready for final inspection on or after a specified date. Give a minimum of ten (10) days’ notice to allow the Architect-Engineer sufficient time to schedule and coordinate the inspection. The Architect will re-inspect the Work upon receipt of signed off punch list and notice that the Work, including inspection list items from earlier inspections, has been completed, except

items whose completion has been delayed because of circumstances acceptable to the Architect.

1. Upon completion of re-inspection, the Architect-Engineer will either prepare a certificate of final acceptance or advise the Contractor of work that is not acceptable, or obligations not fulfilled as required for final acceptance. The Contractor shall immediately take such measures as are necessary to complete such work or remedy such deficiencies.
2. If necessary, re-inspection will be repeated once. If after this re-inspection the work is discovered to be “incomplete” the Contractor shall compensate the Architect for additional inspections.

1.4 RECORD AND DOCUMENT SUBMITTALS

- A. Record Drawings: Maintain a clean, undamaged set of blue- or black-line white prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
 3. Note related Change Order numbers where applicable.
 4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets and print suitable titles, dates, and other identification on the cover of each set.
- B. Record Specifications: Maintain one (1) completed copy of the Project Manual, including addenda and one(1) copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information or elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related to record drawing information and product data.
 1. Upon Completion of the Work, submit record Specifications to the Engineer for the Owner’s records.

- C. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records, and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Engineer for the Owner's records.
1. Completed and signed Engineer's Punch List
 2. Copy of Manufacturer's Final Inspection Report
 3. Landfill Charge Tickets
 4. Certificate of Compliance (Evidence Building Permit has been finalized)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: General cleaning during construction is required by the General Conditions. The Contractor will be completely responsible for the final cleanup of the site upon completion of the Site Work phase. The Contractor will be completely responsible for final cleanup of the Project prior to Substantial Completion and Owner occupancy. Contractor shall be responsible for their own cleanup and trash removal daily and should make sure no trash is left on the job site upon completion. A high standard of cleanliness will be rigidly enforced.
- B. Cleaning: Employ workers experienced in providing quality commercial cleaning and knowledgeable of the proper cleaning chemicals to use for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
 - a. Remove labels that are not permanent labels.
 - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - c. Clean the site, including landscape development areas of rubbish, litter, and other foreign substances. Sweep paved areas broom clean, remove stains,

spills, and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth, even-textured surface.

- d. Remove debris and surface dust from limited access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - e. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from interior and exterior surfaces of fixtures, hardware, finish surfaces of equipment for a finished, sellable product prior to final inspection.
- 2. Cleaning items not completed as of Date of Substantial Completion shall be completed prior to Final Acceptance.
 - 3. Contractor is responsible for protection, repair, and final cleaning of the asphalt paving. The Contractor is also responsible for repair and or replacement of curbs damaged during construction.
- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
- D. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

3.2 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to Engineer. The statement shall reflect all adjustments to the Contract sum including the following:
- B. The original contract sum.
- C. Additions and deductions resulting from:
 - 1. Previous change orders.
 - 2. Allowances.
 - 3. Unit prices.
 - 4. Deductions of uncorrected work.
 - 5. Deductions of liquidated damages.
 - 6. Deductions for additional submittal reviews in accordance with Section 01 33 00 - Submittal Procedures, Reimbursement from Contractor.

7. Deductions for reinspection for substantial and final completions in accordance with this Section, Substantial Completion and Final Acceptance.
8. Other adjustments.

D. Total Contract sum, as adjusted.

E. Previous payments.

F. Sum remaining due.

3.3 FINAL CHANGE ORDER

- A. Architect-Engineer will prepare a final change order, reflecting approved adjustments to the Contract sum which were not previously made by change orders

3.4 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final application for payment in accordance with procedures and requirements stated in the General Conditions.

END OF SECTION 01 77 00

SECTION 01 78 36 WARRANTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for warranties required by the Contract Documents including manufacturer's standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - 2. General close-out requirements are included in Section 01 77 00 - Closeout Procedures.
 - 3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted are included in the individual Specification Sections and as indicated.
 - 4. Certifications and other commitments and agreements for continuing services to the Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.
- C. All warranties are in addition to Seller's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed by Seller. In addition to its rights to reject nonconforming goods, The Owner shall be entitled to all rights and remedies provided by the uniform Commercial Code for breach of express warranties and implied warranties of merchantability and fitness for a particular purpose, including but not limited to consequential and incidental damages.
- D. Separate Prime Contracts: Each prime Contractor is responsible for warranties related to its own Contract.

1.2 SUBMITTALS

- A. Submit written warranties to the Engineer prior to the date certified for Substantial Completion
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period,

submit properly executed warranties to the Engineer within fifteen (15) days of completion of that designated portion of the Work only when occupancy is substantially ahead of original planned occupancy and not identified in the schedule contained in the Contract Documents

- B. When a special warranty is required to be executed by the Contractor or the Contractor and a subcontractor, supplier, or manufacturer, prepare a written document that contains appropriate terms and identification ready for execution by the required parties. Submit a draft to the Owner through the Engineer for approval prior to final execution.

1. Refer to individual Specification Sections for specific content requirements and particular requirements for submittal of special warranties.

- C. Form of Submittal: Organize the warranty documents as specified in Section 01 77 00.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF WARRANTIES

- A. Schedule: Provide warranties on products and installations as indicated in Specification Sections for warranty requirements

1. Pre-finished Sheet Metal Finish Warranty where applicable as outlined in Section 07 62 00.
2. Contractor's Two (2) Year Warranty on their company letterhead using sample contained in the Project Manual.
 - a. Contractor will be required to attend a post construction field inspection no earlier than twenty -three (23) months and no later than twenty-four (24) months after the date of Substantial Completion and complete any corrective action requested by Owner, Engineer, or Manufacturer at no additional cost to the Owner.

3. Contractor's Certification of Asbestos Free Compliance.

END OF SECTION 01 78 36

SECTION 02 41 19 SELECTIVE STRUCTURE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.
- B. Basic Procedures and Schedule: Carry out demolition so that adjacent structures, which are to remain, are not endangered. Schedule the work so as not to interfere with the day-to-day operation of the existing facilities. Do not block doorways or passageways in existing facilities without prior consent from the owner.
- C. Additional Requirements: Provide dust control and make provisions for safety.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 PREINSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.

2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.5 INFORMATION SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property , for environmental protection , for dust control and , for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Use of elevator and stairs.
 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- D. Pre-demolition Photographs or Video: Submit before Work begins.
- E. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.6 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.
- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.7 QUALITY ASSURANCE

- A. Limits: Exercise care to break concrete and/ or masonry units for removal in reasonably small masses. Where only parts of a structure are to be removed, cut the concrete along limiting lines with a suitable saw so that damage to the remaining structure is held to a minimum.

1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct

selective demolition so Owner's operations will not be disrupted.

- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before selective demolition, Owner will remove the following items:
 - a. <Insert items to be removed by Owner>.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include the following:
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. If available, review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- F. Survey of Existing Conditions: Record existing conditions by use of measured drawings preconstruction photographs preconstruction videotapes and templates.
 - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove,

clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.
- C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 PROTECTION

- A. Hazards: Perform testing and air purging where the presence of hazardous chemicals, gases, flammable materials or other dangerous substances is apparent or suspected and eliminate the hazard before demolition is started.
- B. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent materials to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect existing utilities and services indicated to remain in service and protect them against damage during demolition operations.
 - 4. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 5. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 6. Patch, repair or replace materials and items accidentally damaged during demolition operations.
 - 7. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
 - a. Confine dust and debris to immediate area of demolition activity to the greatest extent practicable.
- C. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of

construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

D. Remove temporary barricades and protections where hazards no longer exist.

3.4 DEMOLITION REQUIREMENTS

A. General Safety: Provide warning signs, protective barriers, and warning lights as necessary adjacent to the work as approved or required. Maintain these items during the demolition period.

B. Hazards: Perform testing and air purging where the presence of hazardous chemicals, gases, flammable materials or other dangerous substances is apparent or suspected and eliminate the hazard before demolition is started.

C. Explosives: The use of explosives will not be permitted.

D. Protection: Carefully protect all mechanical and electrical equipment against dust and debris.

E. Removal: Remove all debris from the structures during demolition and do not allow debris to accumulate in piles.

F. Access: Provide safe access to and egress from all working areas at all times with adequate protection from falling material.

G. Protection: Provide adequate scaffolding, shoring, bracing railings, toe boards and protective covering during demolition to protect personnel and equipment against injury or damage. Cover floor openings not used for material drops with material substantial enough to support any loads placed on it. Properly secure the covers to prevent accidental movement.

H. Lighting: Provide adequate lighting at all times during demolition.

I. Closed Areas: Close areas below demolition work to anyone while removal is in progress.

J. Material Drops: Do not drop any material to any point on or lying outside the exterior walls of the structure unless the area is effectively protected.

3.5 DISPOSAL OF MATERIALS

A. Final Removal: Remove all debris, rubbish, scrap pieces, equipment, and materials resulting from the demolition unless otherwise indicated. Take title to all demolished materials and remove such items from the site.

B. OWNER's Property: In addition to any items which may be shown, the following items remain the property of the OWNER. Remove carefully, without damage, all items listed or shown, and stockpile as directed.

END OF SECTION 02 41 19

SECTION 02 82 33
REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes.

1. Minimum requirements for the disturbance, removal, containment, and disposal of asbestos containing material (ACM) generated as a result of the Work by a duly licensed asbestos abatement contractor in accordance with this Section, Laws and Regulations, and applicable reference standards listed in Article 1.03.
2. Work includes, but is not limited to, equipment and material, storage, transportation, signs, preparation, and temporary facilities required to safely remove and dispose of ACM on Site.

1.2 REFERENCES

- A. Occupational Safety and Health Administration, "Asbestos Construction Industry Standard", 29 CFR, Part 1926.1101
- B. Occupational Safety and Health Administration, "Standard for the Construction Industry", 29 CFR, Part 1926
- C. North Carolina Department of Environment, Health and Natural Resources, "Asbestos Rules", 15A, NCAC, 19C.0600
- D. U.S. Environmental Protection Agency (EPA), "National Emissions Standards for Asbestos", 40 CFR, Part 61, Sub-Part M.
- E. U.S. Environment Protection Agency (EPA), "General Provisions" 40 CFR, Part 61, Sub-Part A
- F. U.S. Environmental Protection Agency (EPA), "Asbestos Model Accreditation Plan", 40 CFR, Part 763
- G. U.S. Department of Transportation, Code of Federal Regulations, Title 49, Section 172, Subpart D

1.3 SUBMITTALS

- A. Submit in accordance with Division 01 General Requirements.

1. Qualification Statement of licensed asbestos abatement contractor.
2. Provide two copies of the following are submitted by the asbestos abatement
 - a. Notifications, permits, applications, licenses, and like documents required Laws and Regulations.
 - b. Copies of medical records as required by OSHA or a notarized statement by examining medical doctor that such examinations have taken place, and when, for each worker involved in ACM abatement.
 - c. Record of successful respiratory fit test performed by a Competent Person as defined by OSHA, within the previous 6 months, for each worker involved in ACM abatement.
 - d. Copies of current DOS license for asbestos abatement contractor, each supervisor, and each worker involved in ACM abatement.
 - e. Separate certificate of insurance from asbestos abatement contractor naming Contractor, Owner and Engineer as additional insured.
 - f. Proposed respiratory program for workers throughout all phases of the abatement Work, including make, model, and NIOSH approval numbers of respirators to be used.
 - g. Written description of procedures, methods, or equipment proposed to be utilized by asbestos abatement contractor that differ from the Specification, including manufacturers' specifications for any equipment not specified for use in the Specification.
 - h. Proposed electrical safeguards to be implemented, including but not limited to location of transformers, GFCI outlets, lighting, etc., necessary to safely perform the abatement Work, including a description of an electrical hazards safety plan for common practices in the abatement Work area.
 - i. List of equipment to be used on Site, by make and model, including generator, negative air pressure equipment, HEPA vacuums, water atomizing devices, etc.
 - j. Chain of command of responsibility at the Site, including supervisors, foremen, and competent person, and contact information.
 - k. Proposed emergency plan and route of egress from abatement Work areas in the event of fire or injury, including the name and telephone number of nearest medical assistance center.

- l. Asbestos abatement contractor's testing laboratory, NIOSH PAT proficiency testing results, and certification in the location of the Project.
 - m. Safety Data Sheets on encapsulants, sealers, and any other potentially hazardous materials.
 - n. Name and address of waste management hauler and disposal site.
- 3. Provide that the following are submitted by the asbestos abatement contractor prior to submittal the final Application for Payment.
 - a. Waste disposal receipts acknowledging legal disposal of waste material from the Project, indicating delivery date, quantity, and appropriate signature of disposal site's authorized representative.
 - b. Copy of the daily entry-exit logbook.
 - c. Personnel monitoring and final clearance results as required by OSHA or EPA or this Section.

B. Notifications:

- 1. To EPA prior to start of job (unless exempt from NESHAP).
- 2. To employees, building owners and other employees on site when and as applicable.
- 3. Sample of that State's Waste Shipment Record, which is to be utilized for the transportation of all ACM.
- 4. Competent Supervisor: Documentation of AHERA 2-day training course or equivalent or state-approved roofing specific courses.
- 5. Worker Training: Documentation or worker training under OSHA Standard plus "hands-on" training of proper removal methods.

C. Protection:

- 1. Provide for protection of workers performing Work in vicinity of ACM and the public and the environment from exposure.

D. Obtain the services of a duly licensed or certified waste management hauler and disposal site in accordance with Laws and Regulations.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 ABATEMENT WORK

- A. Provide that abatement of ACM is performed by a duly licensed asbestos abatement contractor in accordance with Laws and Regulations.
- B. Remove ACM prior to demolition or renovation activities, wetting the materials prior to removal to prevent asbestos dust, fully containing the Work area (e.g., with plastic sheeting) and drawing air out of the containment through a specially made air filtration unit with HEPA filter capable of capturing asbestos fibers, sealing the wetted asbestos-containing waste material (ACWM) in leak-tight containers with asbestos labeling, and properly disposing of the waste in a permitted landfill or disposal site.

END OF SECTION 02 82 33

SECTION 07 62 00
SHEET METAL FLASHING & TRIM

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

1.2 SUMMARY

- A. Fabrication and installation of sheet metal materials, both shop and field manufactured.

1.3 REFERENCES

- A. Refer to the following references for specification compliance:
 - 1. 2018 North Carolina Building Code
 - 2. American Society for Testing and Materials (ASTM)
 - 3. National Roofing Contractors Association (NRCA)
 - 4. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)

1.4 DEFINITIONS

- A. Flashing: In shop fabrication of metal flashing, followed by installation.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated. Include material descriptions, product data sheets, material safety data sheets and literature verifying physical properties and available colors of materials.
- B. Pre-finished sheet metal and sealant color chart
- C. Shop drawings for any transitions and/or terminations not depicted in Contract Drawings.
- D. Warranties: Sample of any special warranties.

1.6 QUALITY ASSURANCE

- A. Obtain metal from a single source manufacturer to the greatest extent possible.

- B. Installation shall comply with the contract drawings and SMACNA Architectural Sheet Metal Manual.
- C. Contractor to check the availability of the selected color in both 24 and 22 gage.
- D. Ensure work is free of leaks in all weather conditions.
- E. Workmanship shall be first-class in every respect. The sheet metal work shall be assembled and secured in accordance with these specifications, the manufacturer's requirements and referenced standards.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver to site the fabricated items in timely manner.
- B. Storage: Store materials within areas designated or approved by the Owner. Ensure materials remain dry, covered and not in contact with the ground.
- C. Handling: Handle materials in such a manner as to preclude damage and contamination.

1.8 PROJECT CONDITIONS

- A. Install all items in strict accordance with all published safety, weather, or applicable regulations of the manufacturer and local, state, and federal agencies which have jurisdiction.
- B. Always protect the building and its components from the elements.
- C. Coordinate all phases of work.

1.9 WARRANTY

- A. A Two-Year Contractors Warranty for sealant application in which the contractor agrees to repair work sections that fail due to workmanship within specified warranty period.
- B. Pre-finished sheet metal manufacturer's thirty (30) year finish warranty from the date of substantial completion.

PART 2 – PRODUCTS

2.1 PRE-FINISHED STEEL

- A. ASTM A 653, AISI G90 zinc coated sheets, commercial steel, extra smooth, primed and finished on one side with Kynar/Hylar based fluoropolymer coating of 1.0 mil total dry film thickness, and on the reverse side, with a wash coat of 0.3 to 0.4 mil dry film thickness. A strippable plastic film should protect the finish during fabrication and installation. Manufacturer's standard color to be selected by owner.

1. 24 gauge

- a. Flashing
- b. Counterflashing
- c. Flush Panels
- d. Batten Panels

2.2 GALVANIZED STEEL

- A. ASTM, A 653, AISI G90 galvanized steel, mill finish.

2.3 STAINLESS STEEL

- A. 18-gauge, Type 304 as tested in accordance with ATSM A 167.

1. ZEE

2.4 FASTENERS

- A. Roofing Nails: 11-gauge stainless steel ring shank roofing nails with diamond point, minimum 3/8" diameter head and 1¼" length.
- B. Screws: #12 stainless steel hex or pan head screws with length to penetrate substrate a minimum of 1½".
- C. Concrete and Masonry Anchors: ¼" diameter metal-based expansion anchor with stainless steel pin of length to penetrate substrate a minimum of 1½".
- D. Washers: Shall be stainless steel with neoprene gasket backing. Shall be 9/16" diameter for use with #12 screws and 5/8" diameter for use with ¼" diameter concrete and masonry anchors.
- E. Rivets: #44 stainless steel rivets with stainless steel mandrel. Length of rivet to properly fasten sheet metal components. Rivets shall be factory painted to match adjacent sheet metal.

2.5 RELATED MATERIALS

- A. Self-adhering Membrane: 40-mil minimum thickness sheet; slip-resistant surfacing, polyethylene-film-reinforced top surface laminated to SBS-modified asphalt adhesive, with release paper backing; suitable for high temperature applications up to 250 degrees. Acceptable products include:
 1. Mid-States Asphalt Quik-Stick HT Pro
 2. Grace Ice and Water Shield HT
 3. TAMKO: Moisture guard plus

- B. Polyurethane Sealant: One-component elastomeric gun grade polyurethane sealant conforming to ASTM C 920, Type S, Grade NS, Class 25, and use NT, M, A, G or O As required by substrate conditions. Color to match adjacent materials.
- C. Silicon Sealant: Shall be a one-component, non-sag, 20-year warranty, neutral cure, low-modulus, UV resistant, high performance silicone sealant. Shall meet ASTM C 920, Type S, Grade NS, Class 100, Use M, G, A or O. Color to match adjacent materials.
- D. Sealant Tape: Minimum ½" wide non-skinning butyl sealant tape.
- E. Solder: 20-80 tin-lead alloy conforming to ASTM B32.
- F. Flux: Muriatic acid killed with zinc, or an accepted brand of commercial soldering flux designed for use with 20-80 solder.

PART 3 – EXECUTION

3.1 GENERAL:

- A. All metal flashings and accessories are to be installed as noted in the drawings or specifications.
- B. Metal flashings and accessories shall not be face fastened unless specified and/or approved in writing prior to installation of fasteners through metal faces. If face fastening is stipulated, only screw or expansion type fasteners will be acceptable.
- C. Any deviation from these specifications and drawings must be approved prior to installation. Shop drawings of alternate details shall be submitted to the Owner and approved, or the materials installed shall be removed and replaced in accordance with the drawings/specifications at the discretion of the Owner.
- D. Metal counterflashing, gravel stop and closures extending over or across expansion joints in the roof or walls shall be interrupted and metal closures installed to accommodate anticipated movement of structural sections.
- E. Use fasteners of the same base metal as the accessory metal to be secured or when this is not possible, cover the exposed portion of the fastener with caulking material to eliminate galvanic response between the metals. Fasteners fabricated from compatible metals will be acceptable (stainless steel screws/bolts with aluminum, brass fasteners with copper).
- F. All exposed edges of metal flashings and accessories shall be hemmed to a minimum of 3/8". Exposed ends of metal flashings and accessories shall be closed by fabricating a watertight metal closure to cover the exposed end of metal components and mechanically attached to adjacent metal components.

- G. Prior to installation of the metal flashing seal the area around the penetration with plastic roofing cement, one-part urethane foam or cement mortar. If the hole around the penetration is excessively large, cut, and fit No. 15 asphalt saturated organic felt around the penetration prior to the application of sealant material.

3.2 COUNTERFLASHING:

- A. The tops of all membrane base flashings not protected by waterproofing membranes or other closures shall be closed with metal counterflashing in accordance with the specifications and drawings. Metal counterflashing shall lap over tops of membrane base flashing a minimum of three (3") inches at all locations.
- B. New metal counterflashing to be installed into existing or new reglets and shall be fabricated with a ½" wide hemmed metal flange to fit into the receiver, a 1-1/2" wide vertical securement flange and a spring-lock metal section to overlap tops of membrane flashings a minimum of three (3") inches. Counterflashing shall be secured by screw or expansion type fasteners installed through the securement flange spaced nine (9") inches on center. The reglet opening shall be caulked using caulking material specified herein.
- C. Inside and outside corners of counterflashing's shall be field fabricated with metal lapped a minimum of one (1") inch at the corner juncture secured by sealant and pop rivets installed one (1") inch on center with horizontal legs extending away from the corner a maximum of eighteen (18") inches.
- D. Metal sections shall be lapped and interlocked three (3") inches with a bead of caulk applied at the center of the lap between metal sections at joints.
- E. Configuration of metal counterflashing shall be "spring-lock" unless existing conditions prevent installation of metal of such configuration.
- F. Surface mounted counterflashing shall be installed ONLY at locations indicated on drawings or as approved in writing prior to installation. Surface mounted counterflashing shall be installed only to flush, smooth surfaces at areas where the roof surface varies in elevation along perimeter walls.
- G. Surface mounted counterflashing shall be fabricated in a spring lock configuration with a caulk receiver along the top edge a minimum of ½" wide, hemmed to eliminate raw metal edges and formed to allow a minimum ¼" bead of caulk between the outer edge of the metal receiver and the wall surface. The vertical securement flange shall be 1 ½" wide with holes pre-punched nine (9") inches on center. Width shall be sufficient to allow installation/securement of the securement flange over the top of membrane flashings and to overlap tops of membrane flashings a minimum of three (3") inches.

- H. Surface mounted counterflashing shall be installed with the vertical securement flange set over a solid $\frac{1}{4}$ " diameter bead of polysulfide base caulk, secured with screw or expansion type fasteners installed through pre-punched holes. The top caulk receiver shall be immediately caulked so that the caulk provides a positive slope to the exterior face of the counterflashing.

3.3 METAL FLANGE FLASHING:

- A. All metal flanges to be stripped to the roofing membrane shall be primed with asphalt primer and allowed to dry prior to application of stripping plies. Metal flanges shall be set on top of the roofing membrane in a continuous $\frac{1}{8}$ " thick application of asphalt flashing cement (ASTM D-2822 type II). Strip the flanges to the roof membrane using modified bituminous flashing materials. Stripping plies shall be set in one piece as much as possible. When stripping plies must be installed in two pieces, lap the modified bituminous membrane at a center overlap a minimum of three (3") inches. Stripping material shall extend onto the roof surface a minimum of four (4") inches.
- B. Modified bituminous stripping shall be set in the manufacturer's approved adhesive. Fuse bonding of modified bituminous stripping will be permissible only when approved in writing by the Owner.

3.4 METAL EDGE ASSEMBLIES:

- A. Install metal edge assemblies in ten (10') feet lengths with a minimum number of pieces in each run. Inside and outside corners shall be field, or shop fabricated with horizontal legs extending from corner junctures a maximum eighteen (18") inches. The horizontal flange on inside corners shall be filled with a fill section of metal to form a continuous three (3") inch wide stripping flange at the corner juncture area. Metal sections shall be "broken" at expansion joints and building control joints to allow for structural expansion/contraction without displacement of accessory metal. Perimeter metal edging shall be secured on the face side with a continuous metal cleat (hook strip) fabricated from metal at least one gage heavier than the accessory metal and in general compliance with recommendations for hook strips listed in Factory Mutual Loss Prevention Data Bulletin 1-49. Intermittent cleats will be acceptable if existing conditions do not permit the use of continuous cleats. The decision will be made by the Owner's representative on the site.
- B. Gravel Stops/Eave Strips shall be fabricated in the configuration depicted on the drawings. Horizontal metal flanges shall be a minimum of three (3") inches wide or $\frac{1}{2}$ " narrower than the width of the wood nailer to which it is to be attached.
- C. Metal section ends shall be butted with a $\frac{1}{4}$ " wide gap between sections and the joints closed using six (6") inch wide joint covers set into a solid bed of plastic roofing cement (excepting at gutters and rake edges where sections shall be lapped three (3") inches

and sealed between lapped metal sections with plastic roofing cement). At gutters, metal sections shall be lapped three (3") inches with a liberal application of plastic roofing cement between metal contact surfaces at the overlap.

3.5 PITCH PANS:

- A. Install pitch pans in the areas indicated on the drawings. Vertical flanges shall be a minimum of four (4") inches high with top edges hemmed a minimum of ½". Corners of flanges shall be filled with metal sections soldered to adjacent metal to form a continuous flange around the pitch pan base. The vertical open joint shall be secured with a minimum of two (2) No. 8 X ½" pan head sheet metal screws and where possible the joint shall be soldered after installation. All pitch pans installed around singular penetrations shall be covered with weather caps attached and sealed to the penetration a maximum of three (3") inches above the pitch pan top edge or closed with metal form closures.
- B. Fill the pitch pan approximately ½ full of non-shrink cementitious grout. Fill the balance of the pitch pan with pourable sealer. Install weather caps or top closures over pitch pans.

3.6 WEATHERCAPS:

- A. Weather caps shall be installed over all penetration flashings except at plumbing vents or other like conditions where flashing metal is turned into the tops of pipes, or the penetration is otherwise integrally secure against water entry. Weather caps/storm collars shall be mechanically secured to penetrations as shown in the drawings. Securement of the weather cap to the penetration by sealant or caulk alone will not be acceptable. Weather caps shall be fabricated from the same base metal as the penetration to which it is to be attached.
- B. Where installation of weather caps is impractical or impossible, the Contractor shall fabricate and install a two-part metal closure over the pitch pan or penetration flashing. The juncture of the closure sections shall be caulked and secured with screws or pop rivets. The closure shall be fabricated from the same type of metal as the pitch pan/penetration flashing and shall be mechanically secured to the vertical sides of the flashing.

3.7 METAL BASE FLASHING AT STACKS:

- A. Metal base flashing for stacks/chimneys shall be fabricated from stainless steel with a conical shape closure for the penetration. The top of the metal base flashing shall extend a minimum of eight (8") inches above the roof surface. The horizontal metal flange shall be round, minimum three (3") inches wide and be soldered and sealed to the conical vertical section to form a watertight closure.

3.8 SOIL STACK/VENT PIPE FLASHING:

- A. Soil stacks/vent pipes shall be sealed and flashed using pre-formed 16 oz. copper flashings of the appropriate size for the pipe extension. The roofing membrane shall be run tightly around the pipe penetration and the penetration juncture sealed with plastic roofing cement prior to installation of the flashing.
- B. Set the copper flashing over the pipe extending through the roofing membrane with the horizontal flashing flange set into a solid 1/8" thick layer of plastic roofing cement. Apply a thin continuous layer of plastic roofing cement over the top surface of the copper flange. Strip the flange to the roofing membrane using modified bituminous flashing materials fuse bonded to the metal and to the top surface of the adjacent roofing membrane. The stripping ply shall extend a minimum of six (6") inches beyond the metal onto the roof surface. Trim the top of the copper flashing so that it extends approximately one (1") inch above the top of the pipe and bend the copper into the pipe opening to form a complete watershed into the pipe.
- C. If soil stacks/vent pipes are too long to close with standard flashing, cut the pipe to allow proper installation of the pre-formed copper flashing or shop fabricate top closures for the copper flashing to extend into the pipe opening one (1") inch and extend down over the outer surface of the flashing a minimum of three (3") inches. If local ordinances or job conditions prohibit shortening of the soil stack/vent pipes, the pipes shall be flashed using shop fabricated 16 oz copper metal flashings formed in two pieces—a soldered and sealed base sized to fit each individual pipe size twelve (12") inches high with a minimum twelve (12") inch diameter round stripping flange and a watertight sleeve top closure extending into the pipe opening two (2") inches and down over the metal base flashing a minimum of three (3") inches. Horizontal metal flanges shall be stripped to the roofing membrane in accordance with the requirements of this section of the specifications.

3.9 METAL COPING:

- A. Metal coping shall be installed in the areas indicated on the roof plan. A continuous waterproofing membrane shall be installed under all metal coping to waterproof tops of walls prior to installation of coping sections. Metal coping shall be fabricated from the specified metal of a configuration in general compliance with the drawings. Provision shall be made to insure positive slope of the metal coping section top surfaces toward the roof side.
- B. Vertical faces (front and rear) of the coping metal shall extend below the top of the wall a minimum of two inches. Metal coping sections shall be maximum ten feet in length unless otherwise agreed upon in writing.

- C. Standing seam joint ends shall be fabricated to form a mitered corner. Corner joints shall be standing seam with a minimum one-inch overlap on vertical faces. The overlap shall be sealed with caulk and secured by pop rivets installed one inch on center. Corner sections shall not extend more than 24" from the corner in either direction.
- D. Metal coping sections shall be secured on the face side by a continuous metal cleat secured to the wood nailer. Cleat (Hook Strip) requirements shall be as established in Factory Mutual Loss Prevention Data Bulletin 1-49, allowing for face dimension of the cleat, or as indicated on the drawings.
- E. Inside vertical surfaces of coping sections shall be secured to the wood nailers installed on the wall top using #8 stainless steel screws of appropriate length with inherent steel and neoprene washers installed through elongated, pre-punched holes spaced twelve inches on center.

3.10 CAULKING/SEALANTS:

- A. Counterflashing receivers, metal junctures, closures and masonry shall be caulked with the material specified in the material section herein Caulking and/or sealants shall be of a color to most closely match the surface to which they are to be applied.
- B. All joints and surfaces to receive caulking/sealant shall be completely clean and free of foreign material and debris prior to application of caulk/sealant. Rake existing caulking from joints so that no weathered caulk remains on any surface to which new caulk is to come in contact. Surfaces with protective coatings with which new caulking/sealant will come in contact shall be cleaned with Xylol or an appropriate solvent cleaner to remove protective films and/or oils. Where joints are deeper than ½", polyethylene joint backing shall be installed in the joint to within ½" of the joint surface. Joint backing shall be of a size to allow for a minimum of 30% compression of the backing when installed in the joint. Joints ½" to ¾" wide shall receive backing so that the depth of the joint to receive caulking does not exceed ½". Sealant shall be applied with an appropriate caulking gun through a nozzle opening of such diameter to allow complete filling of the joint with a uniform bead of sealant. All beads shall be tooled immediately after application to insure firm contact with the inner surfaces of the joint. Excess material is to be "struck-off" with a tooling stick or knife. Finished sealant bead is to be flush with adjacent surfaces.
- C. Joint openings more than one (1") inch in width shall be sealed by closure. Do not attempt to caulk joints where the backer rod is not wide enough to be properly compressed in the joint opening.
- D. Contractors shall follow the manufacturer's instructions.

3.11 FIELD QUALITY CONTROL AND INSPECTIONS

- A. Site Condition: Leave all areas around job site free of debris, roofing materials, equipment, and related items after completion of job.
- B. Notification of Completion: Notify the manufacturer by means of manufacturer's printed Notification of Completion form of job completion to schedule a final inspection date.
- C. Final Inspection/Post-Installation Meeting: Hold a meeting at the completion of the project, attended by all parties that were present at the pre-job conference. A punch list of items required for completion shall be compiled by the Contractor and the manufacturer's representative. Complete, sign, and mail the punch list form to the manufacturer's headquarters.
- D. Issuance of the Guarantee: Complete all post installation procedures and meet the manufacturer's final endorsement for issuance of the specified guarantee

3.12 CLEANING AND PROTECTION

- A. General:
 - 1. Contractor to remove protective film after installation.
 - 2. Clean any material off the metal according to the instructions from the manufacturer.
 - 3. All joints shall be neat and without any openings.

END OF SECTION 07 62 00

UNION COUNTY PUBLIC SCHOOLS

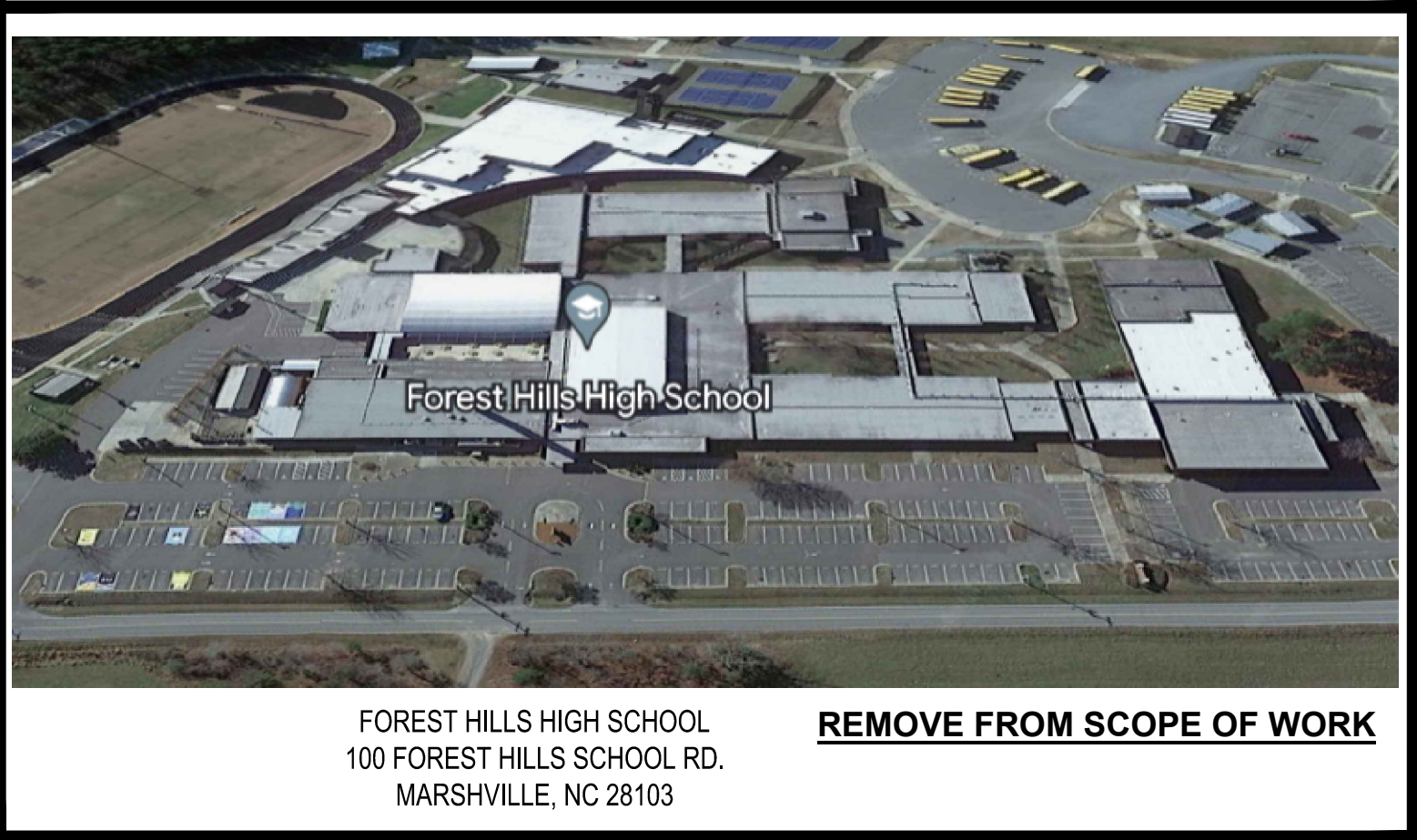
2023-UCPS-R1-CHIMNEY REMOVAL PROJECT



EAST UNION MIDDLE SCHOOL
6010 MARSHVILLE BLVD.
MARSHVILLE, NC 28103



MARSHVILLE ELEMENTARY SCHOOL
151 N. ELM ST.
MARSHVILLE, NC 28103



FOREST HILLS HIGH SCHOOL
100 FOREST HILLS SCHOOL RD.
MARSHVILLE, NC 28103

REMOVE FROM SCOPE OF WORK



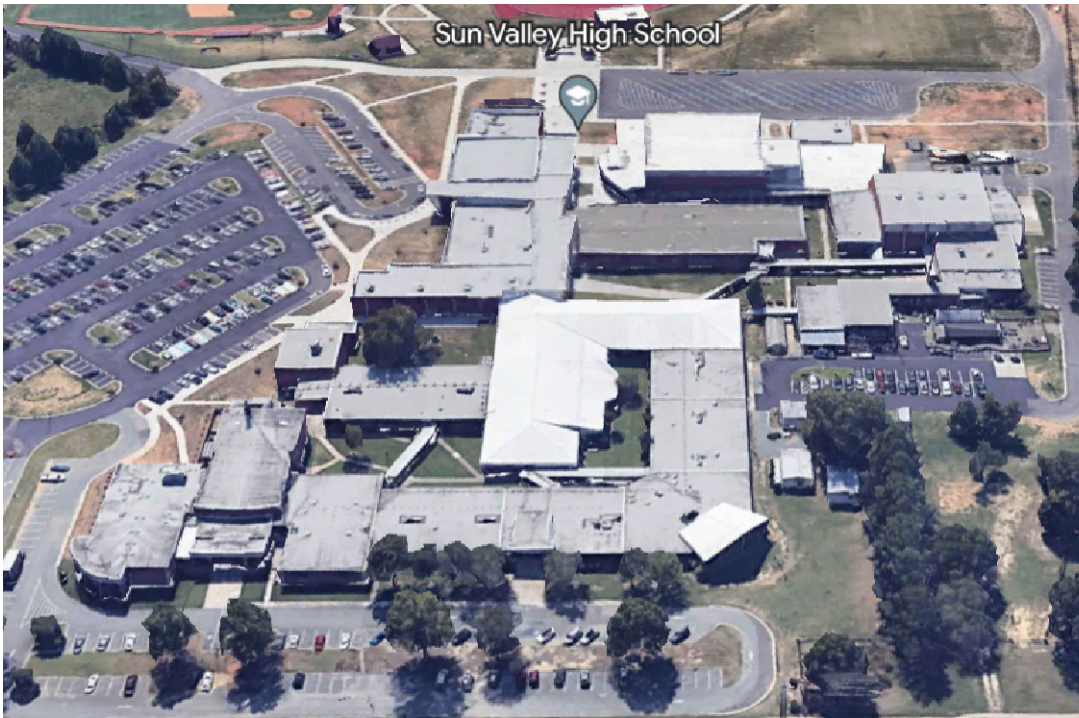
INDIAN TRAIL ELEMENTARY SCHOOL
200 EDUCATION DR.
INDIAN TRAIL, NC 28079



MONROE HIGH SCHOOL
1 HIGH SCHOOL DR.
MONROE, NC 28112



PROSPECT ELEMENTARY SCHOOL
3005 RUBEN RD.
MONROE, NC 28112



SUN VALLEY HIGH SCHOOL
5211 OLD CHARLOTTE HWY.
MONROE, NC 28110



PARKWOOD HIGH SCHOOL
3200 PARKWOOD SCHOOL RD.
MONROE, NC 28112

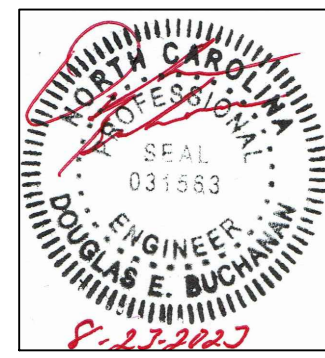


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2023-UCPS-R1-CHIMNEY REMOVAL PROJECT

MARK	DATE	DESCRIPTION
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COVER

SHEET TITLE

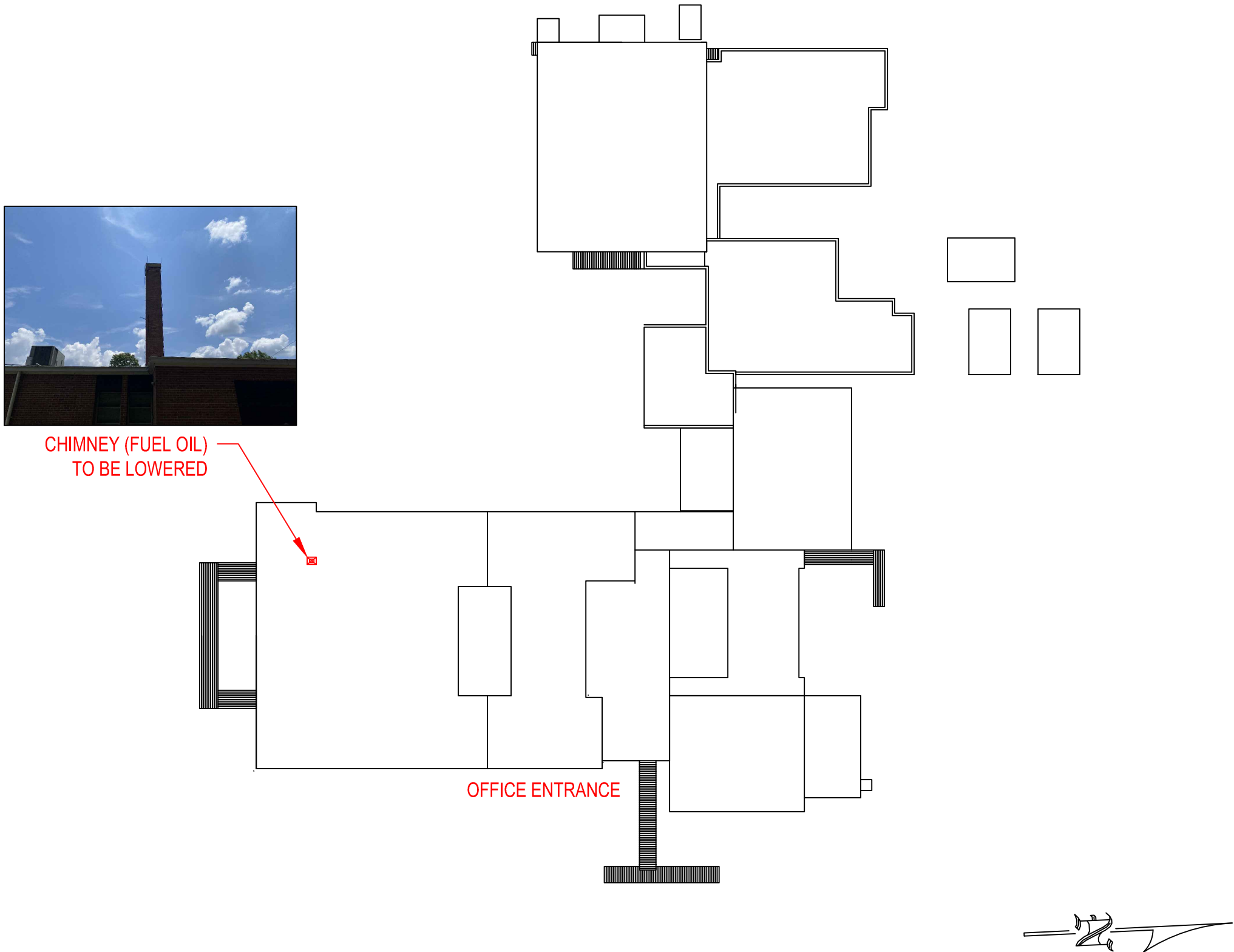
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PAGE NUMBER

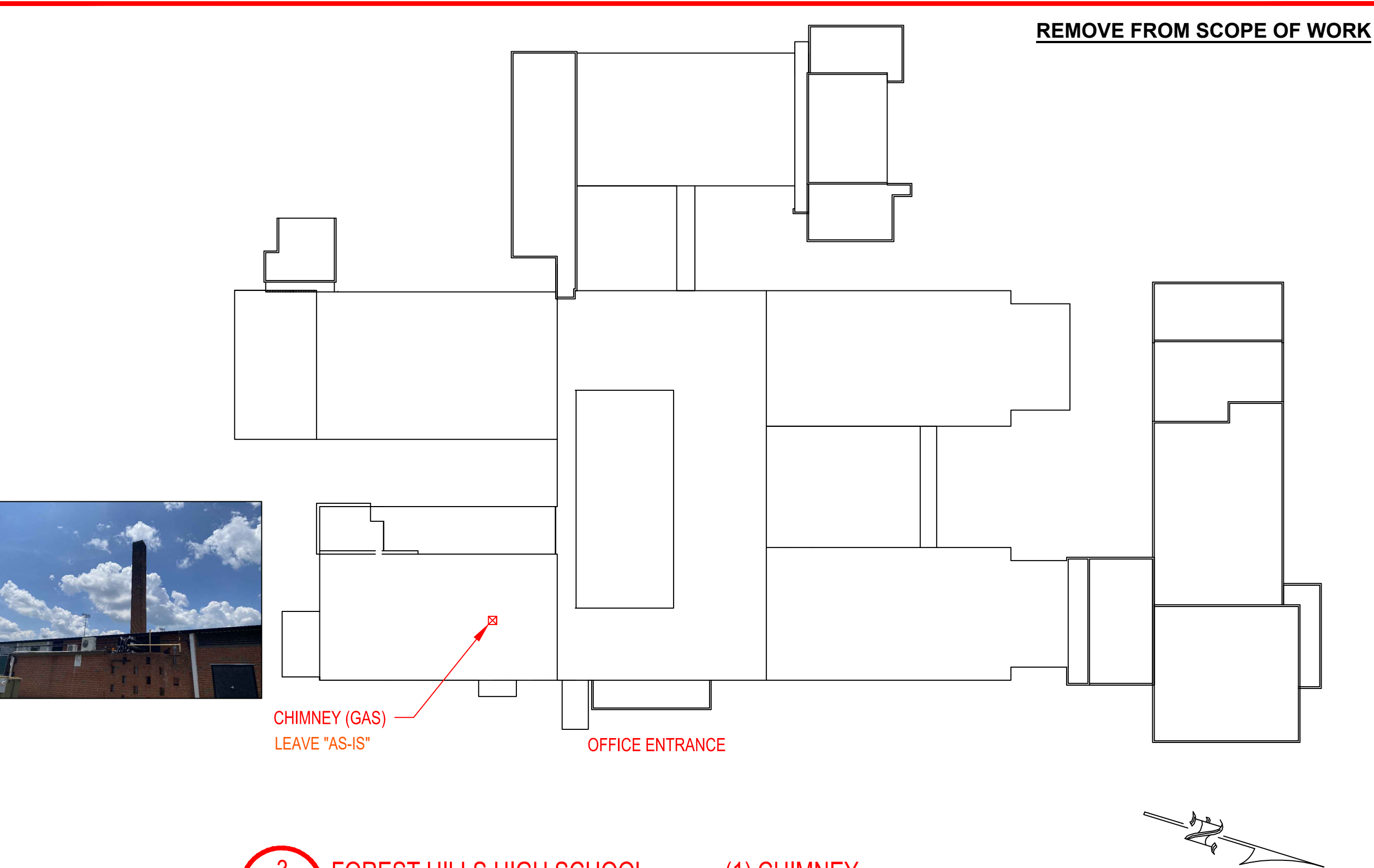
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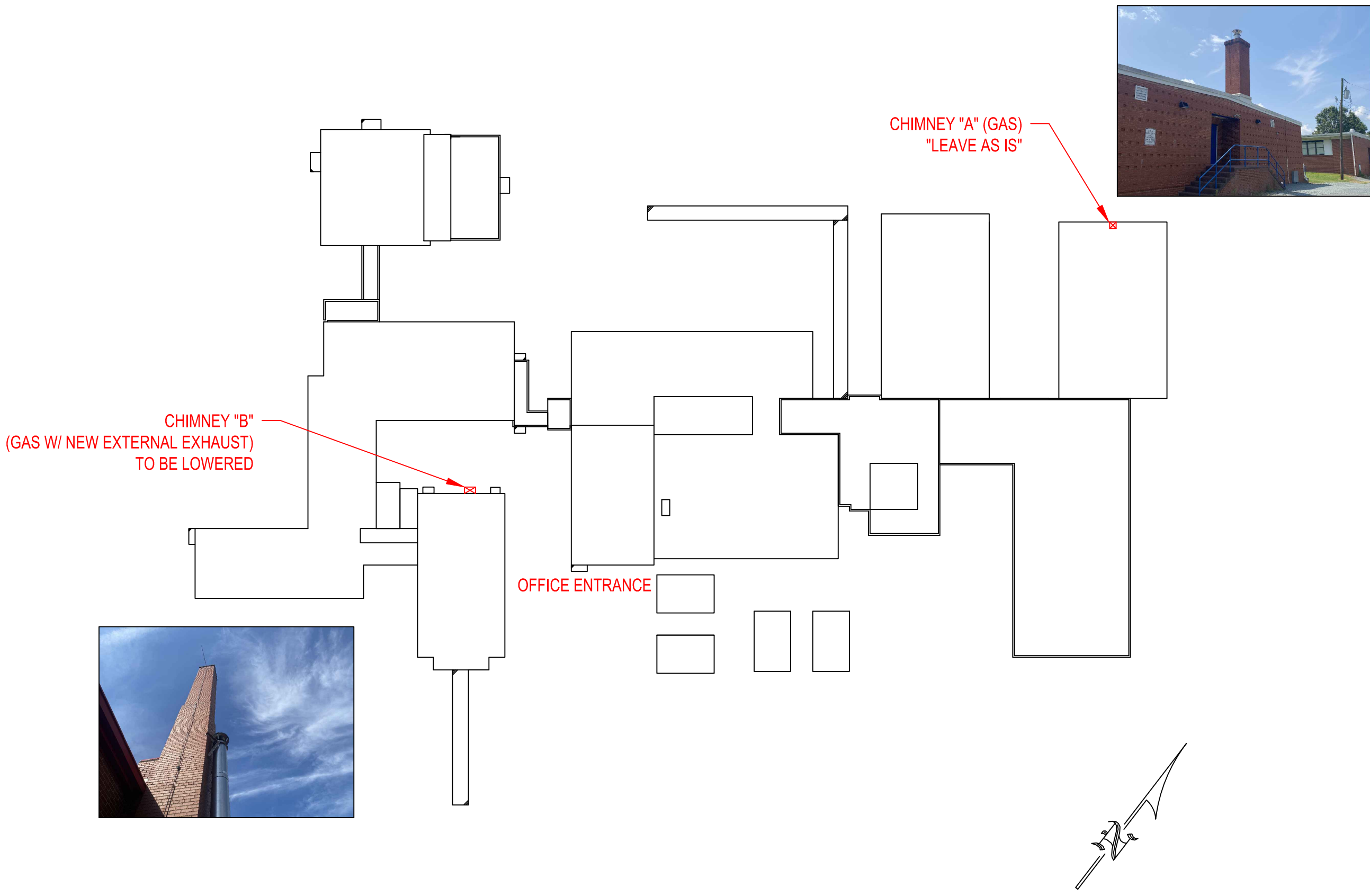
1 EAST UNION MIDDLE SCHOOL (3) CHIMNEYS
DP01 SCALE: 1/64" = 1'



2 MARSHVILLE ELEMENTARY SCHOOL (1) CHIMNEY
DP01 SCALE: 1/64" = 1'



3 FOREST HILLS HIGH SCHOOL (1) CHIMNEY
DP01 SCALE: 1/64" = 1'

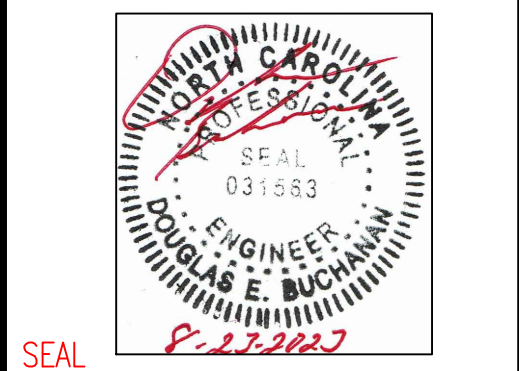


4 INDIAN TRAIL ELEMENTARY SCHOOL (2) CHIMNEYS
DP01 SCALE: 1/64" = 1'

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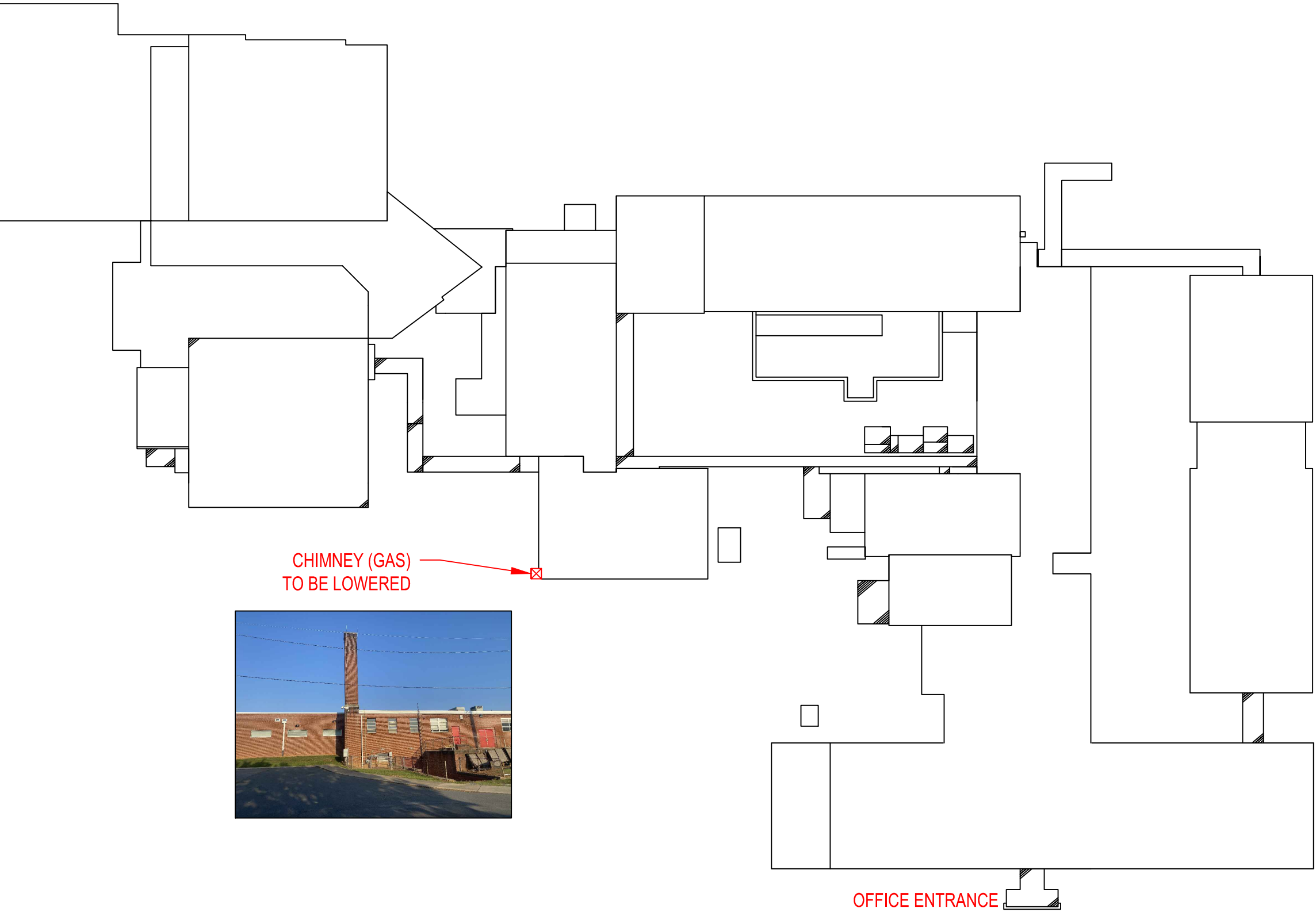
UNION COUNTY PUBLICSCHOOLS
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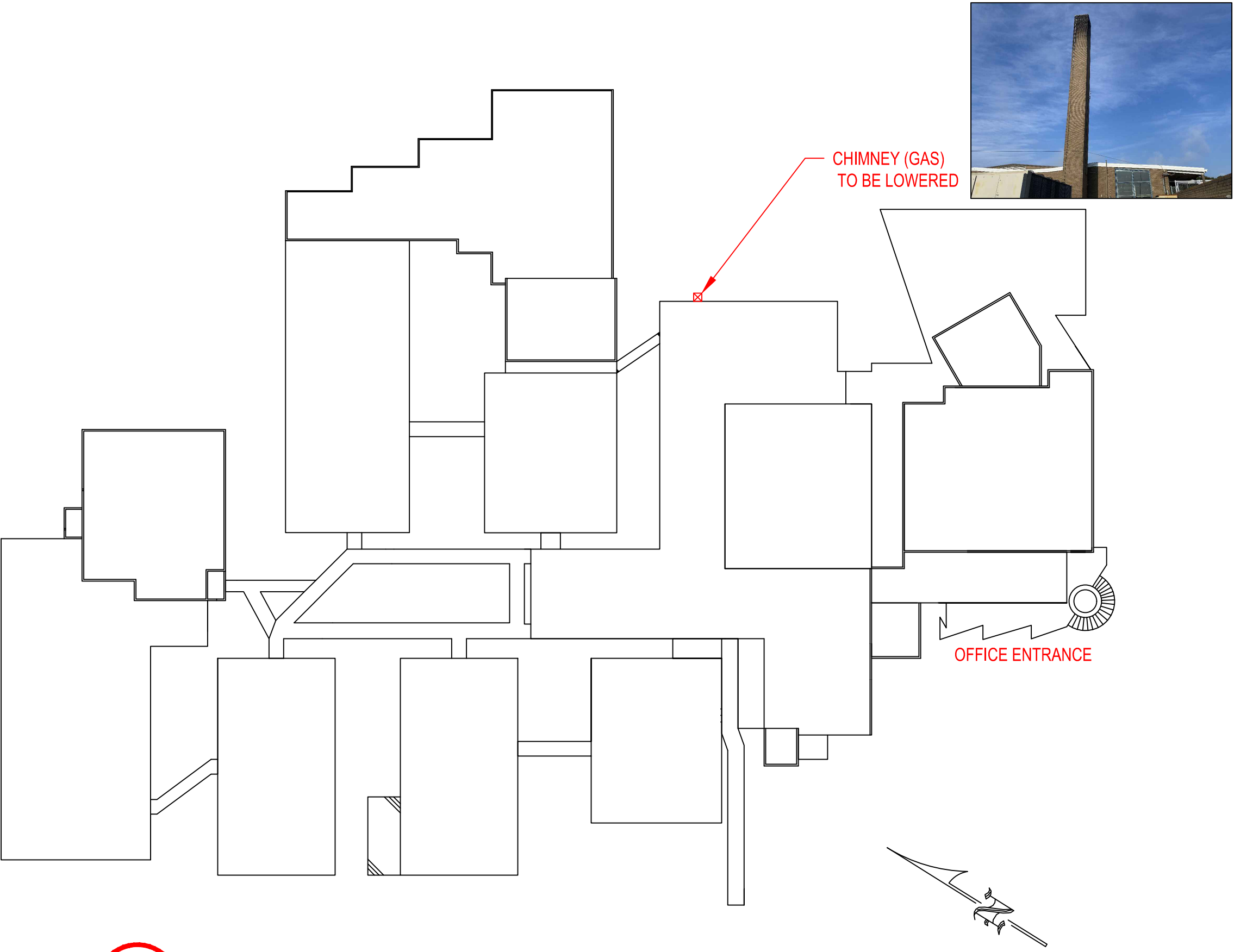
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DETAIL PLAN

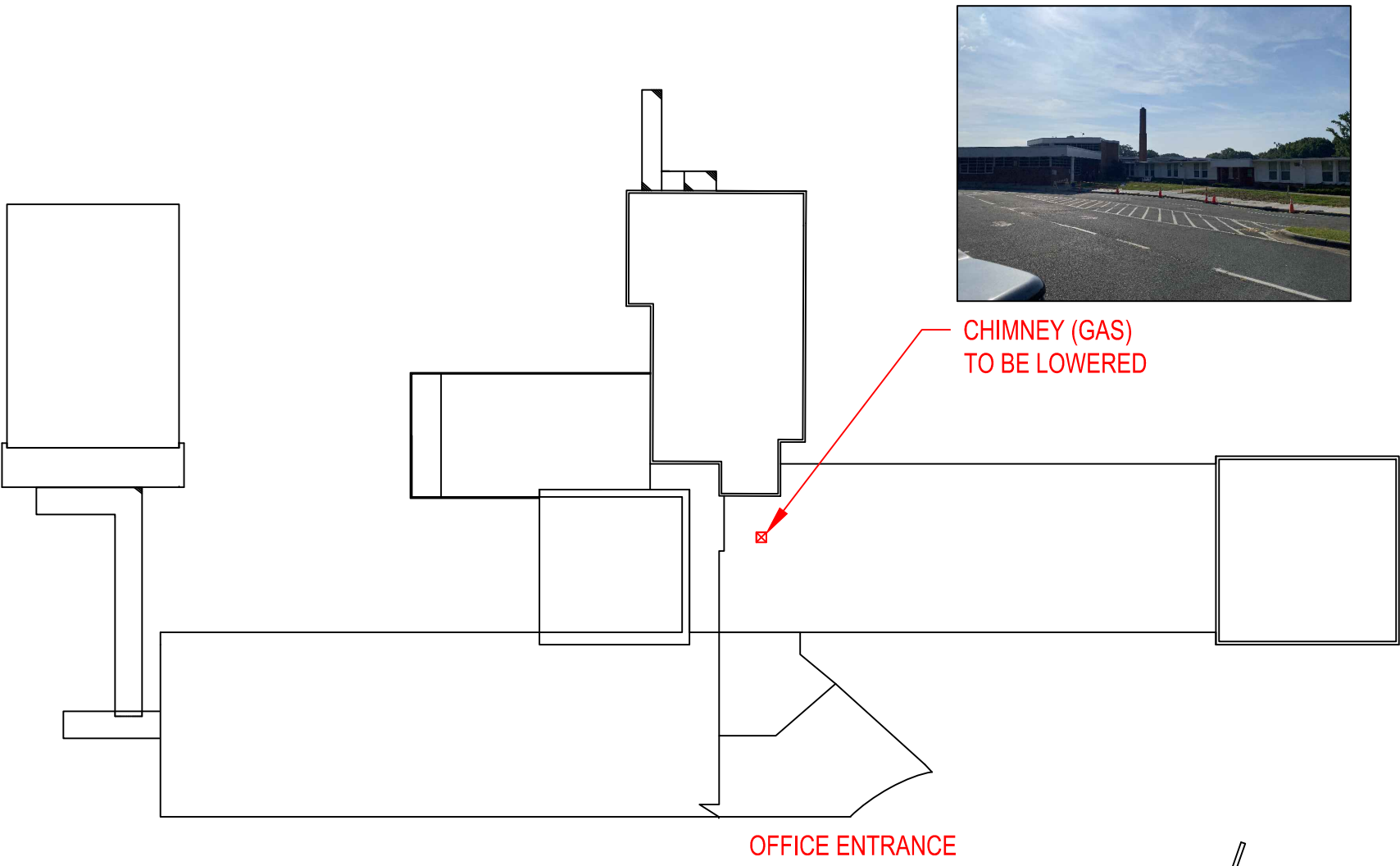
SHEET TITLE
DP01
PAGE NUMBER



1 MONROE HIGH SCHOOL (1) CHIMNEY
DP02 SCALE: 1/64" = 1'



2 PARKWOOD HIGH SCHOOL (1) CHIMNEY
DP02 SCALE: 1/64" = 1'

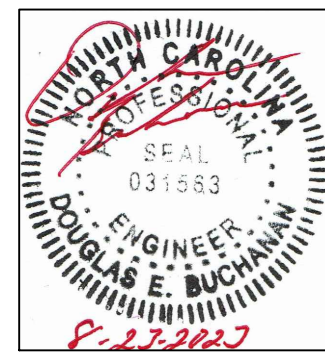


3 PROSPECT ELEMENTARY SCHOOL (1) CHIMNEY
DP02 SCALE: 1/64" = 1'



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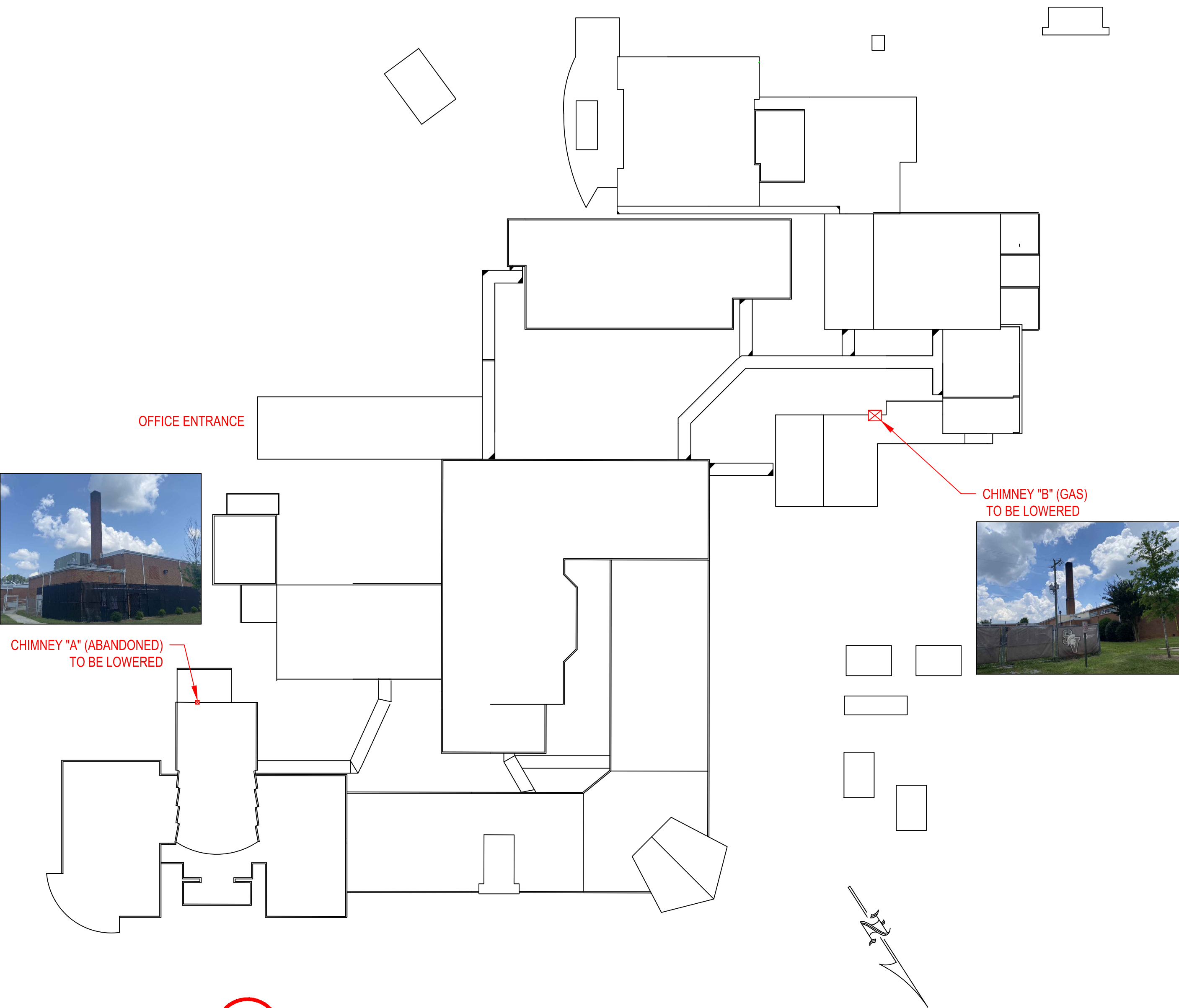
DETAIL PLAN

SHEET TITLE

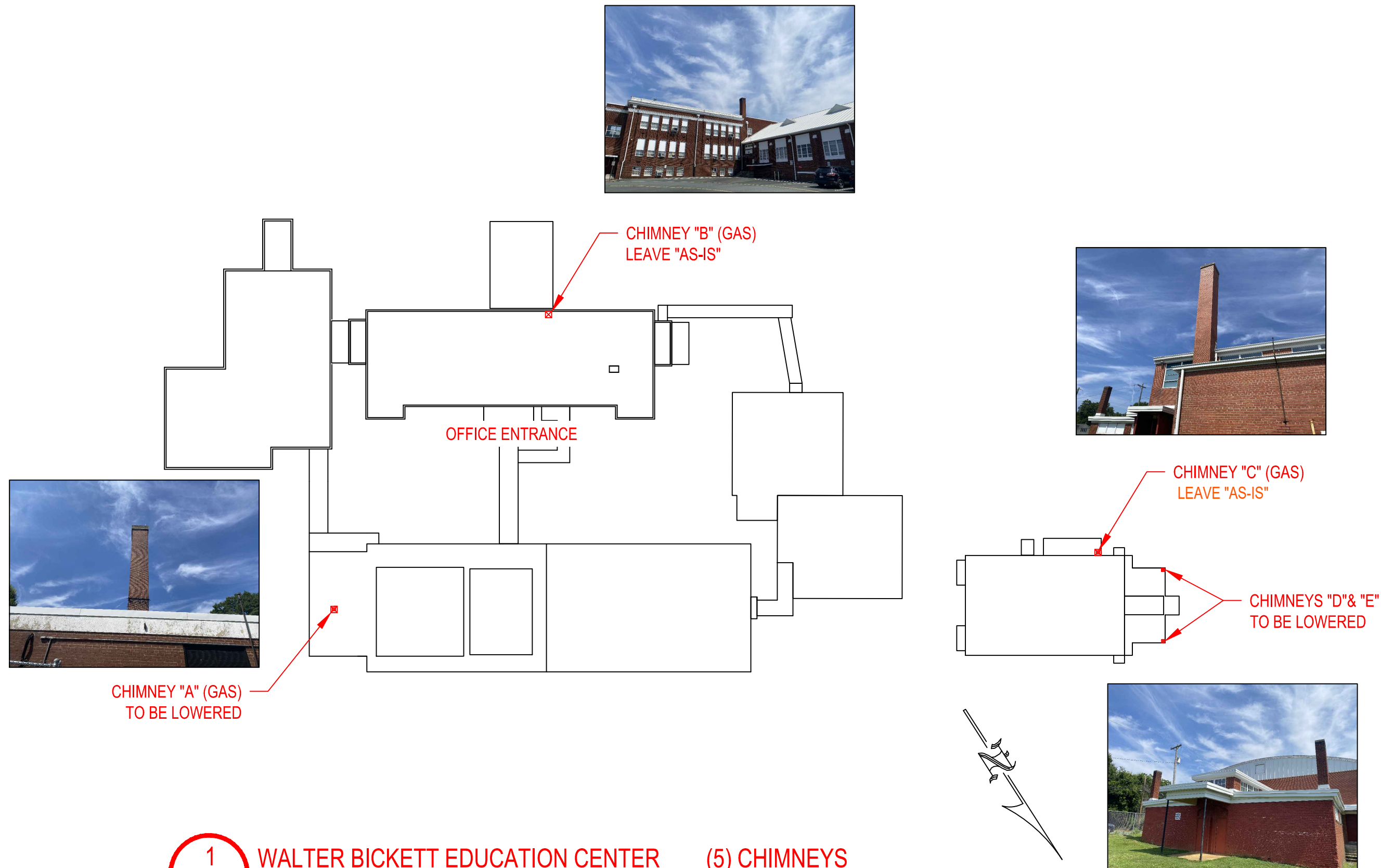
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PAGE NUMBER

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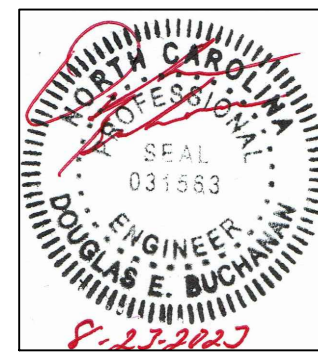
1 SUN VALLEY HIGH SCHOOL (2) CHIMNEYS
DP03 SCALE: 1/64" = 1'



1 WALTER BICKETT EDUCATION CENTER (5) CHIMNEYS
DP03 SCALE: 1/64" = 1'



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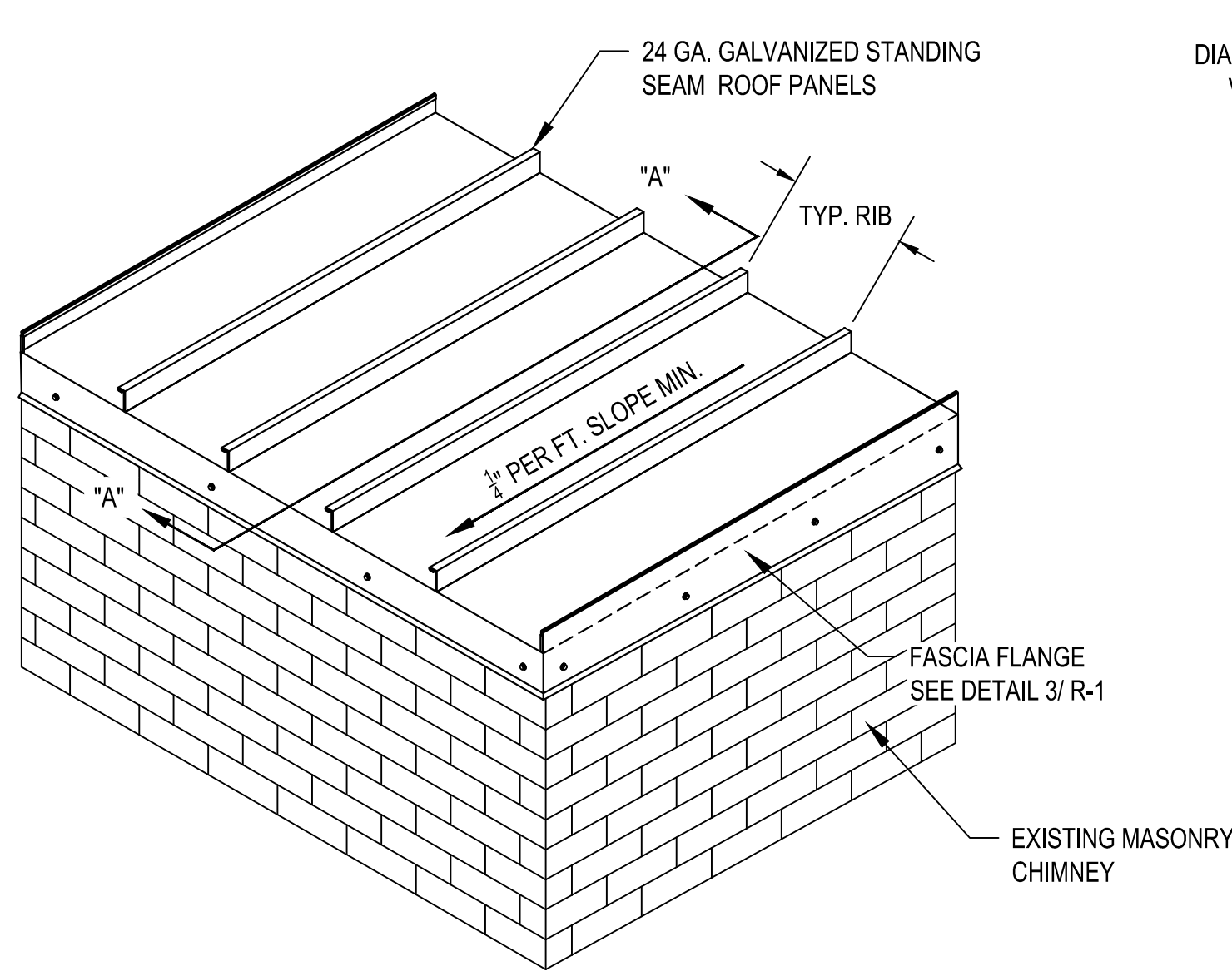
DETAIL PLAN

SHEET TITLE

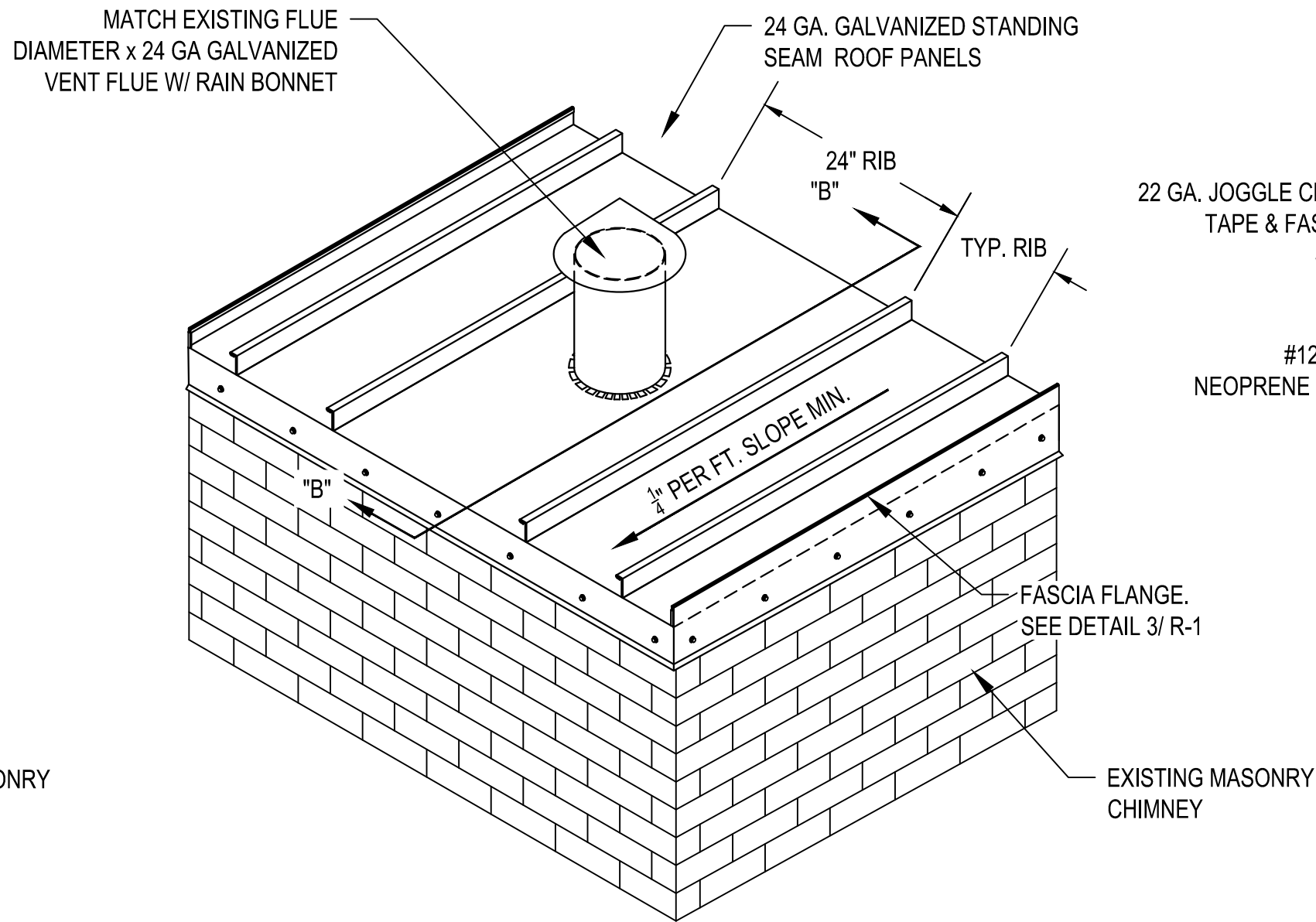
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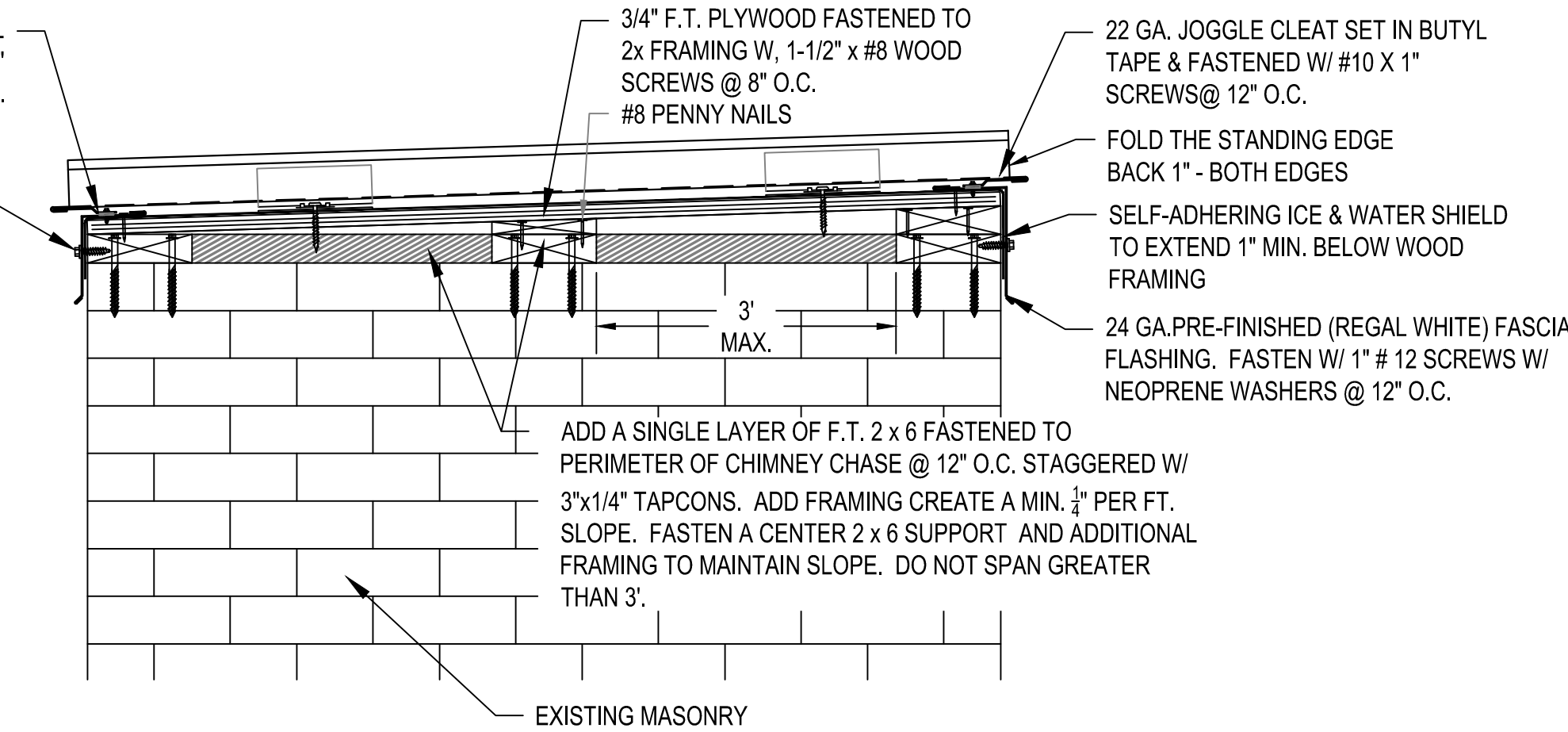
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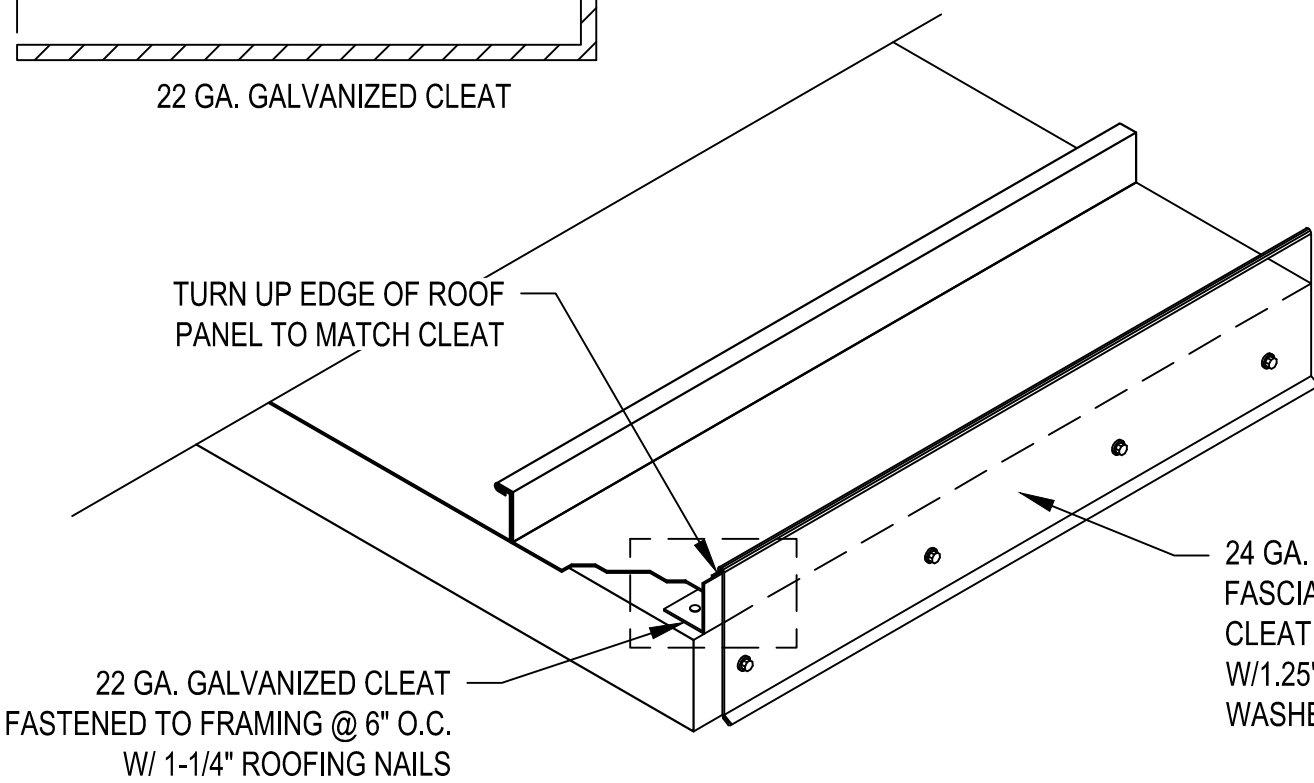
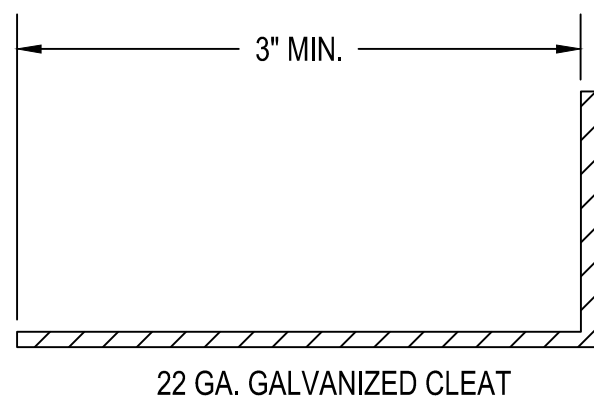
1 NON-VENTING CHIMNEY CAP (ABANDONED)
R-1 SCALE: 1" = 1'



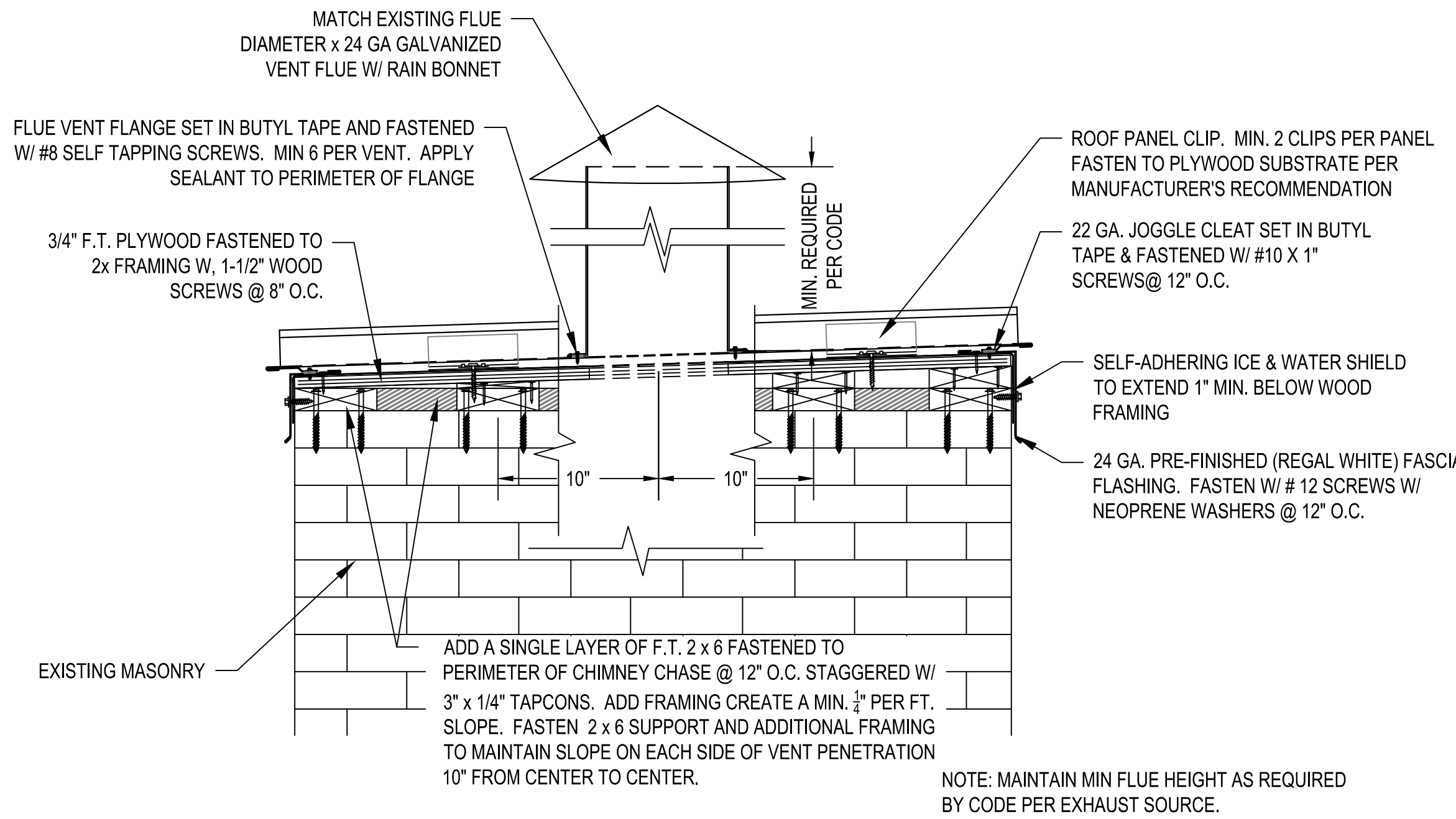
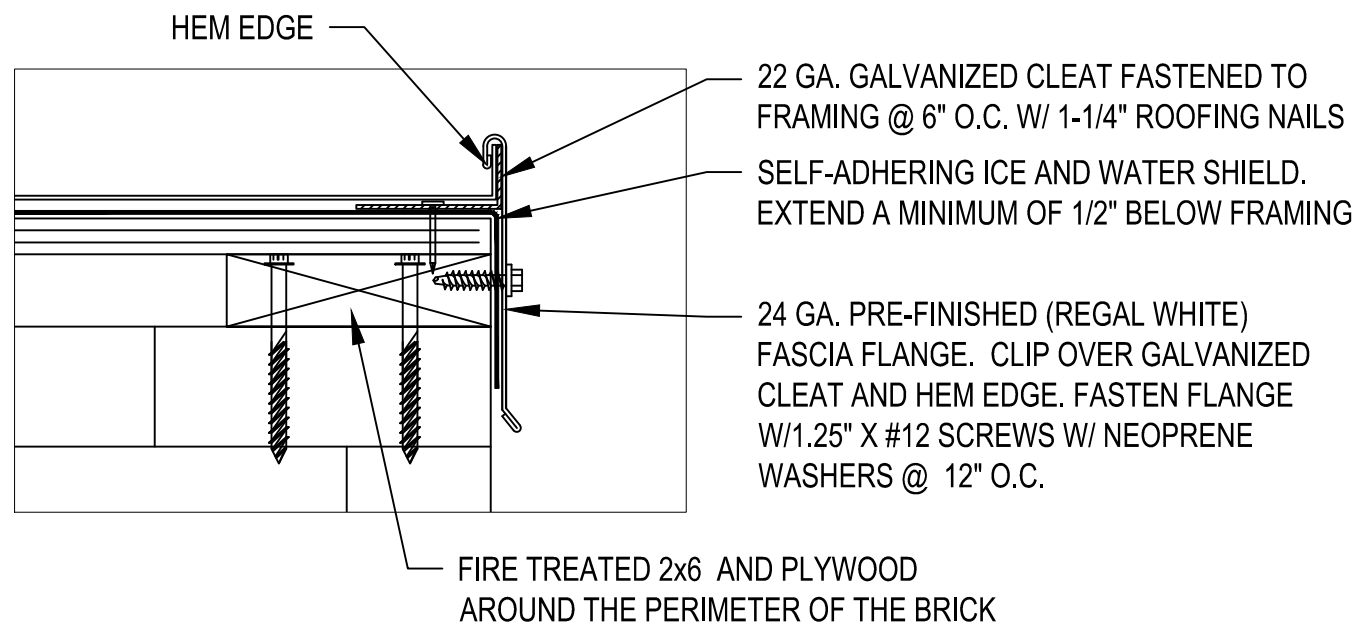
2 VENTING CHIMNEY CAP (ACTIVE)
R-1 SCALE: 1" = 1'



"A"- "A" NON-VENTING CHIMNEY CAP "A" - "A"
SCALE: 1" = 1'



3 EDGE FLANGE DETAIL
R-1 SCALE: 1-1/2" = 1'



"B"- "B" VENTING CHIMNEY CAP "B" - "B"
SCALE: 1" = 1'

- NOTES:
1. APPLY A BASE COAT OF ZINC BASED PAINT TO ALL METAL PANELS AND FLASHING. RUST INHIBITING ZINC-CHROMATE WITH ZINC-OXIDE, RED IRON OXIDE AND ALKYD RESIN, VEHICLE - BASE ALKYD, COVERAGE 250 FT/GALLON.
 2. PAINT METAL PANELS, AND FLASHING METAL PER OWNER'S COLOR SELECTION. A HIGH BUILD ALKYD COATING WITH RUST-INHIBITIVE PROPERTIES, CORROSION RESISTANCE AND FINISH COAT PROTECTION IN ONE PRODUCT, COVERAGE 123-229 SQ. FT. PER GALLON, ONE COAT.



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DETAIL

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R-1

PAGE NUMBER

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September 6, 2023

Mr. Maurice Brown
Construction Project Manager
UCPS Facilities Department
201 Venus Street
Monroe, NC 28112

RE: UCPS Chimney Removal Project – Addendum #1

Please find the following attached revisions and clarifications for UCPS Chimney Removal project:

- Due to lack of competition, UCPS has waived the attendance of September 6, 2023, Prebid Meeting.
- Potential Bidders are urged to attend the virtual pre-bid meeting scheduled for 10:00 a.m., September 7, 2023. via Google Meeting.
- Copy link below and post in browser to attend Virtual Pre-bid Conference or use dial in information with PIN listed below.

meet.google.com/rkv-kpjo-pxb

Dial in information

1 617-675-4444

PIN: 596 429 434 1292#

- Attendance at the Prebid Meeting is not required for bid submittal.
- It is the responsibility of the Contractor to become familiar with all aspects of the project prior to bid submittal. Failure to meet this requirement will not be cause for a change order.

SCOPE OF WORK – Section 01 11 00

- Add Forest Hills High School chimney to Scope of Work.
 - Reduce chimney to height specified height above roof deck.
- Add Walter Bickett ED Chimney “C” to scope of work.
 - Reduce chimney to twenty feet above boiler.

These changes and clarifications should be considered in assembling your proposal. If I can be of any further assistance, please feel free to e-mail or call.

Regards,

Chris Tucker

Chris Tucker
Project Manager

chris@wolftrailengineering.com | Cell: 704-562-0791



September 15, 2023

Mr. Maurice Brown
Construction Project Manager
UCPS Facilities Department
201 Venus Street
Monroe, NC 28112

RE: UCPS Chimney Removal Project – Addendum #2

Please find the following attached revisions and clarifications for UCPS Chimney Removal project:

- Due to lack of response, UCPS will Re-Bid the UCPS Chimney Removal Project.
- No Pre-bid meeting will be conducted.
- Any questions should be directed to the Engineer listed in the Advertisement for Bids within the project documents.
- Bids are due Tuesday, October 3rd, by 2:00 p.m.
- It is the responsibility of the Contractor to become familiar with all aspects of the project prior to bid submittal. Failure to meet this requirement will not be cause for a change order.

These changes and clarifications should be considered in assembling your proposal. If I can be of any further assistance, please feel free to e-mail or call.

Regards,

Chris Tucker

Chris Tucker
Project Manager
chris@wolftrailengineering.com | Cell: 704-562-0791