

---

---

**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**JUDGE E. MAURICE BRASWELL**  
**CUMBERLAND COUNTY COURTHOUSE- ROOM 118**  
**MARCH 5, 2025**  
**9:00 AM**

---

---

INVOCATION - Commissioner Marshall Faircloth

PLEDGE OF ALLEGIANCE -

RECOGNITION

Public Health Director Dr. Jennifer Green for Receiving the American Medical Association Award for Outstanding Government Service

1. APPROVAL OF AGENDA

2. CONSENT AGENDA

- A. Approval of January 6, 2025 and February 3, 2025 Regular Meeting Minutes
- B. Approval of Sole Source Purchase of Enhancements for EnerGov Software for Planning Department
- C. Joint Fort Liberty & Cumberland County Food Policy Council Name Change
- D. Approval of Cumberland County Detention Center Jail Health Plan
- E. Approval of Budget Ordinance Amendments for the March 5, 2025 Board of Commissioners' Agenda

3. ITEMS OF BUSINESS

- A. Approval of a Proclamation Recognizing Women's History Month in Cumberland County
- B. Approval of a Proclamation Recognizing March 2025 as American Red Cross Month in Cumberland County
- C. Consideration of 2025 (FY2026) Federal Legislative Agenda
- D. Consideration of Bid Award for Elevator Modernization Project at 109 Bradford Avenue
- E. Consideration of Bid Award for Crown Coliseum Restroom Renovation Project

4. NOMINATIONS \*\* There are No Nominations for This Meeting\*\*

5. APPOINTMENTS \*\* There are No Appointments for This Meeting\*\*

6. CLOSED SESSION: If Needed

**ADJOURN**

**REGULAR BOARD MEETINGS:**

**March 17, 2025 (Monday) 6:45 P.M.**

**April 7, 2025 (Monday) 9:00 A.M.**

**WATCH THE MEETING LIVE**

**THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, [www.cumberlandcountync.gov](http://www.cumberlandcountync.gov). LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.**

**THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5**



**ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 5, 2025**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: HEATHER SKEENS, ASSISTANT COUNTY MANAGER**

**DATE: 3/5/2025**

**SUBJECT: PUBLIC HEALTH DIRECTOR DR. JENNIFER GREEN FOR  
RECEIVING THE AMERICAN MEDICAL ASSOCIATION AWARD FOR  
OUTSTANDING GOVERNMENT SERVICE**

**BACKGROUND**

Public Health Director Dr. Jennifer Green was presented with the American Medical Association (AMA) Outstanding Government Service Award for Career Public Servant at the Local Level on February 11, 2025, during the AMA's Advocacy Conference in Washington, D.C. These awards are considered one of the most prestigious awards honoring elected officials and career government employees and aim to recognize accomplishments to advance public health.

Dr. Green was recognized for vital work during the COVID-19 pandemic, opening a WIC clinic to expand the scope of services and promote healthy babies and mothers, and establishing Healthy Conversations which promotes public health education by training barbers and stylist to be advocates who can influence positive health behaviors in under-resources communities. In addition, she created the Maternal Health project to address the disparities of mothers of color in seeking pre- and post- natal health care and she is leading efforts to combat the opioid epidemic by establishing a recovery resource center.

These are only a few of Dr. Green's accomplishments since joining the Cumberland County Health Department as the Director in 2019.

**RECOMMENDATION / PROPOSED ACTION**

Recognize and congratulate Dr. Jennifer Green, Public Health Director for receiving the American Medical Association Award for Outstanding Government Service.



## **FINANCE DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 5, 2025**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT MANAGER**

**DATE: 2/20/2025**

**SUBJECT: APPROVAL OF SOLE SOURCE PURCHASE OF ENHANCEMENTS FOR  
ENERGOV SOFTWARE FOR PLANNING DEPARTMENT**

#### **BACKGROUND**

Funds in the amount of \$93,257.00 were appropriated in the Capital Investment Fund fiscal year 2025 budget for EnerGov enhancements. EnerGov is the Enterprise Permitting and Licensing Software currently used by the Planning Department. The enhancements to this software include additional modules, such as Decision Engine, Community Development Feeds, and Citizen Connect, Assist Basic, and the needed one-time professional services for training, implementation, and project management.

Decision Engine is an assistive digital permitting and licensing wizard that allows the public to navigate local ordinances and regulations online and routes them to the correct information for their needs. This module will guide the public through the permitting and licensing environment, helping the public access only the information relevant to what they need, in turn reducing incorrect submittals and increasing available staff time. Citizen Connect is a map-centric portal that allows the public to view and analyze development trends in their areas. This module will save employee time that is spent analyzing, compiling, and relaying this information to the public when it is requested, and will provide transparency to the public. The Community Development Feed ensures seamless data flow between on-premise Enterprise Permitting & Licensing and the cloud-based Citizen Connect portal. Assist basic provides the County with expert guidance and support to optimize our permitting, licensing, and code enforcement processes. This service helps streamline workflows, improve efficiency, and ensure compliance by offering technical assistance, best practice recommendations, and ongoing system configuration support.

Tyler Technologies is the manufacturer of EnerGov; therefore, any additional modules purchased for this software must be purchased from and are proprietary to Tyler Technologies. Tyler Technologies must also provide the professional services for implementation, project management, and configuration training because the software is proprietary to them and they maintain exclusive rights to these tools. A quote has been



submitted in the amount of \$85,691.00.

**RECOMMENDATION / PROPOSED ACTION**

Finance and Purchasing staff recommend utilizing the sole source bid exception for enhancements for EnerGov software based on North Carolina General Statute 143-129 (e) (6) (ii), as a needed product is available from only one source of supply.

**ATTACHMENTS:**

Description	Type
Sole Source Request Form	Backup Material
Quote	Backup Material



## Sole Source Request Form (Eff. 6/21/21)

Submit Completed Form to Purchasing

Date: 02/11/25 Department: ITS

1. Vendor Name (Legal Name): Tyler Technologies, Inc.

**\*\*Important Note for Item #2:** Confirm all required budgetary processes are complete and the funds are available before submitting "Original Budget" means the funds were approved by the Board in the original adopted budget for the current fiscal year. If a budget revision was completed after the adopted budget please answer N (No), and provide the budget revision number OR if original budget and budget revision both apply answer accordingly\*\*

2. Amount Budgeted for Purchase: \$93,257.00 Original Budget (Y/N): Y or Budget Revision #: \_\_\_\_\_

Budget Codes (The budget the purchase will be made from):

Org. 1074187 Object Code: 522501 Project Code: \_\_\_\_\_

Additional Notes Regarding Budget: \_\_\_\_\_

3. Federal Funding (Y/N): No

4. Detailed Description of Purchase (brand, what is the purchase, why is it being purchased, how is it used):

Citizen Connect integrates directly with Enterprise Permitting & Licensing (EPL) (Energygov) and is designed specifically for this system. The EPL Community Development Data Feed ensures seamless data flow between on-premise EPL and the cloud-based Citizen Connect portal.

Decision Engine is built to work exclusively with EPL, providing a guided permitting experience that cannot be easily replicated by other products.

Standardization ensures that Cumberland County maintains compatibility with existing Tyler Technologies products and support services.

**Which General Statute Sole Source Standard Does this Request Meet?**

- ☐ (1) Performance or price competition is not available. Explain Below.
- ☒ (2) Product is available from only one source. Explain Below.
- ☐ (3) Standardization or compatibility is the overriding consideration. Explain Below.

**Explain the Selection Above (Why is this brand required, Why is this vendor required, Why is standardization Required, etc.).**

Citizen Connect and Decision Engine are proprietary solutions from Tyler Technologies and are not available from any other vendor. The integration with EPL requires Tyler Technologies' services, as they maintain exclusive rights to these tools.

### 6. Required Attachments:

- a. If applicable, attach a memo, statement or certification from the vendor supporting their sole source claim.
- b. Attach the quote submitted by the vendor for the purchase.

Recommended By: [Signature]  
Department Head Signature

FOR FINANCE ONLY BELOW THIS LINE

Reviewed and Confirmed By: Jessica Hullender Date: 2/20/25

BOCC Meeting Date: 3/5/2025 Deadline for Novus Entry: 2/20/2025



Quoted By:  
 Quote Expiration:  
 Quote Name:

Josh McKelvey  
 2/27/25  
 EPL Assist Basic, Decision Engine,  
 Citizen Connect - 3 Year Rates

**Sales Quotation For:**

Rawls Howard  
 Cumberland County  
 117 Dick St  
 Fayetteville NC 28301-5763  
 Phone: +1 (910) 678-7753

**Tyler SaaS**

Description	Term	Monthly Fee	Users/Units	Annual Fee
<b>Enterprise Permitting &amp; Licensing Extensions</b>				
Decision Engine		\$ 1,751	1	\$ 21,017
Community Development Feeds		\$ 963	1	\$ 11,559
Citizen Connect		\$ 438	1	\$ 5,254
	Sub-Total:			\$ 37,830
	<u>Less Discount</u>			<u>\$ 7,566</u>
	<b>TOTAL</b>	<b>1.00</b>		<b>\$ 30,264</b>

**Tyler Annual Services**

2023-401798-B8H3W5



Description	Users/Units	Annual Fee
<b>Recurring Services</b>		
Assist Basic	1	\$ 41,827
<b>TOTAL:</b>		<b>\$ 41,827</b>

**Professional Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
<b>Professional Services</b>				
Configuration Training - Remote	4	\$ 200	\$ 800	\$ 0
Professional Implementation Services - Remote	48	\$ 200	\$ 9,600	\$ 0
Project Management Services - Remote	16	\$ 200	\$ 3,200	\$ 0
<b>TOTAL:</b>			<b>\$ 13,600</b>	<b>\$ 0</b>

**Summary**

	One Time Fees	Recurring Fees
Total SaaS		\$ 30,264
Total Services	\$ 13,600	\$ 41,827
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 13,600</b>	<b>\$ 72,091</b>
<b>Contract Total</b>	<b>\$ 85,691</b>	

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

#### Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Tyler resources will establish connection and verify data exchange between Data & Insights and Enterprise Permitting & Licensing. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Tyler resources will establish connection and verify data exchange between Data & Insights and Enterprise Permitting & Licensing. Client is responsible for dashboards and reports once these connections have been established. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Decision Engine is a web-based application that utilizes yes/no questions to guide citizens through online applications. Tyler will ensure and troubleshoot the connection and provide application configuration training. The client is responsible to design

### **Custom Payment Terms**

Year 1 SaaS and Subscription Fees are invoiced on the first day of the 4th month following execution, and are prorated to align with the existing agreement. Year 2 and 3 SaaS and Subscription Fees are renewed annually thereafter at the rates included in this proposal. Year 4 and beyond are renewed annually thereafter in accordance with the existing agreement.

### **Proposal Includes:**

#### 3 Year Recurring Annual SaaS Rates (no increase for 3 years)

Decision Engine for EPL Civic Access

Citizen Connect w/EPL Community Development Data Feed

#### One-Time Service Fees

Citizen Connect Implementation Services

- Up to 40 hours of remotely delivered services for training, best practice recommendations, and initial setup of Citizen Connect

Decision Engine Implementation Services

- Up to 12 hours of remotely delivered services for configuration training, best practice recommendations, and implementation support throughout client led implementation of Decision Engine

Project Management Services

- Up to 16 hours of remotely delivered services for deployment scheduling, resource coordination, project planning, and status calls throughout implementation of both Decision Engine and Citizen Connect.

#### Recurring Annual Services

EPL Assist Basic

Professional Implementation Services - Remote



- Up to 120 hours per year intended to provide recurring status calls, ad hoc training, best practice consulting, and continuous improvement configuration of existing EPL business processes as requested and prioritized by Cumberland County.

Client Success Account Manager (CSAM) - Remote

- Up to 100 hours per year of bi-weekly status calls, upgrade planning assistance, internal resource coordination, information gathering, and assistance with support ticket prioritization.

Tyler Connect

- 1 complimentary Tyler Connect registration code per year provided upon request.

Investment Assessment

- 1 complimentary three-day site visit by a Customer Care representative every 36 months provided upon request. Travel expenses not included and are billed in accordance with the existing agreement.

Custom Report/Document Development

- Any updates to existing EPL reports or documents custom developed by Tyler required to adapt to Assist/Customer Care delivered configuration modifications are included. Conversion of custom Tyler-developed Crystal Reports to SSRS not included.

Discounts

- Bundled Package incentives - 20% discounts on annual SaaS fees; Discount expires with quote expiration.

**Should additional professional services be required, they can be purchased at the rates included in this proposal for a period of up to 6 months following receipt of the quote approval.**



**CLERK TO THE BOARD OF COMMISSIONERS**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 5, 2025**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD**

**DATE: 2/21/2025**

**SUBJECT: JOINT FORT LIBERTY & CUMBERLAND COUNTY FOOD POLICY  
COUNCIL NAME CHANGE**

**BACKGROUND**

At the June 5, 2023, regular meeting, the Board of Commissioners approved the name change of the Fort Bragg & Cumberland County Food Policy Council to Fort Liberty & Cumberland County Food Policy Council.

In February 2025, Fort Liberty, NC was renamed Fort Bragg.

A copy of the original resolution to establish the Joint Fort Bragg and Cumberland County Food Policy Council is attached for your review.

**RECOMMENDATION / PROPOSED ACTION**

Respectfully request the Board of Commissioners approve the name change from Fort Liberty & Cumberland County Food Policy Council to Fort Bragg & Cumberland County Food Policy Council.

**ATTACHMENTS:**

Description

Type

Joint Fort Bragg & Food Policy Council Resolution

Backup Material



## **RESOLUTION NO. 1**

### **Resolution to Establish a Joint Fort Bragg & Cumberland County Food Policy Council**

**WHEREAS**, the accessibility of healthy, nutritious foods for the residents of Cumberland County and Fort Bragg is an essential component to a thriving community;

**WHEREAS**, the state of North Carolina is above the United States average for food insecurity; and whereas based on data from 2018, approximately 56,000 residents (16.9%) in Cumberland County face food insecurity, a rate higher than North Carolina, overall. Approximately 19,000 of those who are facing food insecurity are children;

**WHEREAS**, Fort Bragg, being the most populated Army installation, is home to 10% of the Army's active component forces, with most of those soldiers and their families residing in Fayetteville and the surrounding cities; and 25% of food deserts in Cumberland County are located on Fort Bragg;

**WHEREAS**, a joint Fort Bragg & Cumberland County Food Policy Council aims to address shortcomings in the local food system and will push for policy changes to be made that will make healthy, nutritious foods more attainable for all residents.

**THEREFORE, BE IT RESOLVED**, The Cumberland County Board of Commissioners supports the establishment of The Fort Bragg & Cumberland County Food Policy Council. The Fort Bragg & Cumberland County Food Policy Council shall become effective after passage by the majority of the Board and shall continue annually, unless terminated.

### **Section 1: Duties & Responsibilities**

The Fort Bragg & Cumberland County Food Policy Council will be responsible for the following stated duties:

- (A) Increase accessibility to healthy, nutritious foods in both Fort Bragg and Cumberland County by identifying and recommending policy changes to Fort Bragg and Cumberland County leadership.
- (B) Incorporating health, equity, and sustainability considerations in policies, processes, and decision-making process as it relates to food insecurity
- (C) Decrease the current number of adults and children facing food insecurity in the County (approximately 56,000).
- (D) Communicate with various food system stakeholders for their expertise and build a better sense of cohesion amongst food system workers.
- (E) Collaborate with Community Food Strategies to network with other existing Food Policy Councils in the Southeast Region of North Carolina
- (F) Explore ways to conserve local resources such as plants and soil, water, air quality, farming and agricultural land, local livestock, and capital.

The Fort Bragg & Cumberland County Food Policy Council shall serve as an advisory board and has no authority to take official action on behalf of Fort Bragg and Cumberland County.

## **Section 2: Membership**

The Fort Bragg & Cumberland County Food Policy Council will consist of a maximum of fifteen members appointed by the Cumberland County Commission Chair with guidance and approval from the Board of Commissioners. With equity at the forefront, members will be recruited with the aim to reflect the racial, economic, and geographic diversity of Cumberland County and Ft. Bragg, including those who have experienced food insecurity. Each member of the Council will be appointed to a 1-year term. Term end dates will be staggered to ensure at least three members with experience can pass on knowledge to new members. Membership for the Food Policy Council will include the following:

- (A) Two co-chairs
  - a. One military chair from Fort Bragg
  - b. One civilian chair from Cumberland County
- (B) At least three community members who do not work in local government or health agencies
- (C) Two members involved in local farming and agriculture
- (D) One member representing local higher education (Fayetteville State University, Methodist University, & Fayetteville Technical Community College)
- (E) One member representing Fort Bragg Schools
- (F) One member representing Cumberland County School District
- (G) Three members who work in the fields of healthcare, public health, food insecurity/food access, or child and adult care
- (H) Two members who work in local government

Cumberland County Health Department will provide staff support to the Food Policy Council as available

## **Section 3: Meetings**

- (A) The first meeting for the Fort Bragg & Cumberland County Food Policy Council shall be held by September, 2021.
- (B) At minimum, four meetings shall occur held each year. There will be a notice given at least 14 days prior to any upcoming meetings, and the proposed agenda for each meeting shall be made available to the public at least seven days prior to meeting. Emergency meetings shall be announced by Co-chairs and, if extenuating circumstances exist, members of the Council may participate by means of conference call or virtual video platform. Minutes shall be promptly recorded and made available to the public on the County website

## **Section 4: Bylaw Evaluation**

Formal reviews and updates to the bylaws will be conducted annually. Bylaws may be adapted, changed, or modified as needed, with the consent of the Co-chairs and majority approval from the Council.

## **Section 6: Funding**

The Fort Bragg & Cumberland County Food Policy Council will receive funding from The Healthiest Cities and Counties Challenge (HCCC) Grant, sponsored by the Aetna Foundation, the American Public Health

Association, and the National Association of Counties. This grant will provide funding until June 2022. The Food Policy Council may actively seek grant funding for its activities.

**Section 7: Effective Date**

PASSED, APPROVED, and ADOPTED by The Cumberland County Board of County Commissioners this \_\_\_\_ day of June 2021.

\_\_\_\_\_  
Charles Evans, Chair  
Cumberland County Board of Commissioners

Attest:

\_\_\_\_\_  
Candice White, Clerk  
Cumberland County Board of Commissioners

Certified by: \_\_\_\_\_ (SEAL)

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



**ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 5, 2025**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: HEATHER SKEENS, ASSISTANT COUNTY MANAGER**

**DATE: 2/17/2025**

**SUBJECT: APPROVAL OF CUMBERLAND COUNTY DETENTION CENTER JAIL  
HEALTH PLAN**

**BACKGROUND**

The Cumberland County Detention Center Plan for Providing Medical Care to Detainees (the "Plan") has been developed in accordance with N.C.G.S. 153A-225 and 10A NCAC 14J .1001, which require the medical plan to include a description of the health services available to inmates and to be available for reference by jail personnel. The attached Overview of the Cumberland County Jail Health Plan is a section within the Cumberland County Detention Center Plan for Providing Medical Care to Detainees (the "Plan") prepared by Wellpath, Inc., with the most recent updates completed on February 7, 2024.

The Plan provides the policies and procedures that address:

- 1) screening of inmates upon admission to the facility.
- 2) handling routine medical care.
- 3) handling routine care related to mental health, developmental or intellectual disability and substance use disorder.
- 4) the handling of inmates with chronic illnesses or communicable diseases or conditions.
- 5) administration, dispensing, and control of prescription and non-prescription medications.
- 6) handling emergency medical needs, including dental care and pregnancy
- 7) maintenance, preservation, and confidentiality of medical records.
- 8) privacy during medical examinations and conferences with medical/mental health professionals.

The Plan was reviewed and approved by Public Health Director Dr. Jennifer Green in consultation with the appropriate local officials and organizations, including the Sheriff, the Public Health Medical Director, and the local medical society. N.C.G.S 153A-225 requires The Plan be adopted by the local governing body (Board of Commissioners) after the governing body determines, by signature of the chairman, that the plan is adequate to protect the health and welfare of the prisoners.

This plan was reviewed during the February 13, 2025, Board of Commissioners Agenda Session and was approved to move to the Board of Commissioners March 5, 2025, meeting as a Consent Agenda Item with the County Attorney's review and approval prior to the placement of the agenda item on the consent agenda. The County Attorney has reviewed this item for placement on the consent agenda.

**RECOMMENDATION / PROPOSED ACTION**

Staff recommend that the Board of Commissioners adopt the Jail Health Plan and authorize the Chairman to sign the Certificate of Approval and Adoption.

**ATTACHMENTS:**

Description

Cumberland County Detention Center Jail Health Plan

Type

Backup Material

**Cumberland County Detention Center**  
**Jail Health Plan**

**Overview of the Cumberland County Jail Health Plan and Adoption of the Plan**

This plan is designed and designated for providing medical care for prisoners in the Cumberland County Jail or Detention Center. The plan: (1) is designed to protect the health and welfare of the prisoners and to avoid the spread of contagious disease; (2) provides for medical supervision of prisoners and emergency medical care for prisoners to the extent necessary for their health and welfare; (3) provides for the detection, examination and treatment of prisoners who are infected with tuberculosis or venereal diseases; and (4) encourages the utilization of Medicaid coverage for inpatient hospitalization or for any other Medicaid services allowable for eligible prisoners, providing that the plan includes a reimbursement process which pays to the State, that portion of the costs, including the costs of the services provided and any administrative costs directly related to the services to be reimbursed, to the State's Medicaid program.

This written medical plan has been developed in compliance with N.C. Gen. Stat. §153A-225, and it shall be available for ready reference by jail personnel. Accordingly, the medical plan includes a description of the health services available to inmates.

Further, this plan includes policies and procedures that address the following areas:

- 1) Health screening of inmates upon admission;
- 2) Handling routine medical care;
- 3) The handling of inmates with chronic illnesses or known communicable diseases or conditions;
- 4) Administration, dispensing and control of prescription and non-prescription medications;
- 5) Handling emergency medical problems, including but not limited to emergencies involving dental care, chemical dependency, pregnancy and mental health;
- 6) Maintenance and confidentiality of medical records; and
- 7) Privacy during medical examinations and conferences with qualified medical personnel.

Under the plan, inmates are, at a minimum, provided an opportunity each day to communicate their health complaints to a health professional. Qualified medical personnel shall be available to evaluate the medical needs of inmates and no inmates, even if otherwise qualified are permitted to perform any medical functions in the jail. The Jail Health Provider, WellPath shall provide reasonable and requisite care that complies with the applicable standard of care. Accordingly, a written record shall be maintained of the request for medical care and the action taken.

With respect to emergency medical services for jail inmates, the County is generally responsible for the cost under N.C. Gen. Stat. § 153A-224(b), subject to the terms of the existing contract between the County of Cumberland and WellPath. Costs shall be allocated as provided under that contract. In the event that an inmate has third-party insurance, a provider may bill and collect from the insurer. Recovery for the costs of emergency medical care from an indigent, uninsured inmate is impermissible except as permissible through the regulations of the Centers for Medicare and Medicaid Services.

For nonemergency medical care, a fee of not more than \$20 per incident is established under and

as a part of this health plan or jail medical plan required under N.C. Gen. Stat. § 153A-225 developed in consultation with appropriate local officials, approved by the local health director, and adopted by the Board of County Commissioners.

Therefore, this plan has been developed in consultation with the appropriate local officials and organizations, including the sheriff, the county physician, the local or district health director, and the local medical society. It has been, as it must be, approved by the local or district health director after consultation with the area mental health, developmental disabilities, and substance abuse authority, having been determined to be adequate to protect the health and welfare of the prisoners.

### **Summary of the Plan**

WellPath, Inc. has specific Policies for inmate health services on-site within the medical unit. These policies and procedures can be reviewed by the Cumberland County Health Department Director and the Cumberland County Sheriff at any time.

### **Receiving Screening**

Upon the arrival of each inmate at the Cumberland County Detention Center, a preliminary health assessment (Receiving Screening) will be performed by correctional officers.

At a minimum, the assessment will include the following:

1. Documentation of current illnesses and health problems including medications taken and special health requirements.
2. Documentation of mental health problems, dental problems and allergies.
3. Behavior observation, including state of consciousness, mental status, appearance, conduct, tremors, and sweating,
4. Inquiry into use of alcohol and other drugs, including types, methods, date/time last taken and problems arising out of use.
5. Notation of body deformities and ease of movement.
6. Observation of persistent cough or lethargy as well as an inquiry to unintentional weight loss, night sweats and known exposure to TB.
7. Inquiry as in known communicable diseases including Sexually transmitted disease.
8. Condition of skin including, trauma markings, bruises, lesions, jaundice, rashes and infestations and needle marks or other indications of drug abuse.
9. Status classification to succinctly identify the inmate's health status.
10. Referral of the inmate for emergency health services or additional health services, as may be necessary.

If as a result of the receiving screening it is apparent that an inmate requires medical attention, then the inmate will immediately be referred for treatment. The appropriate level of treatment (i.e., treatment in-house by a member of the professional health services staff or referral to a hospital or other community-based health service) should be made after a thorough evaluation of the inmate's condition.

Health care standards require that information regarding access to health care services be communicated orally and in writing to inmates upon their arrival at the correctional facility. To

meet these standards, Wellpath will use notices, printed in both English and Spanish. These will be posted in the Intake area advising them of how to access the health care delivery system, in addition to the verbal and written/documented notification which is provided at booking.

### **Daily Triage of Complaints**

In order to ensure that inmate health problems and requests are addressed promptly, appropriately and efficiently, we use a structured triage procedure, proven effective in other correctional settings.

Our Medical Director (Physician and/or Physician Assistant or Nurse Practitioner under supervision by a Physician) always oversees the triage system that is followed by all health care personnel. This ensures that the inmates receive the appropriate level of care and that their complaints are properly processed and resolved.

Inmates have the ability to access the triage system by submitting a health care request form. These requests are received and processed daily by the health care staff, and as a first step in the triage system the inmate is then seen by a member of the professional nursing staff and appropriate treatment is administered within the scope of the Nurse Practice Act. Those inmates requiring a higher level of service will be referred to the physician, physician assistant, or other appropriate professional practitioner in a timely manner.

If the Physician or other practitioner determines that the inmate's medical needs are more extensive or specialized than can be addressed within the facility's health care program, an appropriate referral to outside medical services will be provided.

Provider clinic must be conducted on-site by a physician, nurse practitioner or a physician assistant under the direction of a physician. The majority of inmates to be seen by the physician will have been screened by a healthcare professional as part of the formal triage system. However, this will not preclude an inmate who had not been triaged or who has a sudden or acute problem, from seeing the physician during the time the physician is on-site at the facility.

Appropriate documentation will be recorded and maintained for all inmates seen at sick call. This information will be incorporated into the inmate's medical record as appropriate. An inmate's medical record will contain appropriate entries completely documenting each sick call encounter (i.e., an inmate's specific health request, the assessment of the health care professional who saw the inmate, the prescribed treatment plan, and any follow-up encounters). This will ensure that all inmates' health requests are promptly, and properly handled, documented, and followed through to a satisfactory resolution.

### **Special Medical Program**

We will provide all special health care services required including, but not limited to, care for inmates who are chronically or terminally ill, physically handicapped, developmentally disabled or inmates with special mental health needs or convalescing inmates. Individual treatment plans will be developed for all chronically ill, terminally ill and convalescing inmates. Examples of chronic illness include diabetes, hypertension, asthma and epilepsy. Convalescing inmates include those recovering from fractures, inpatient surgical procedures, and hepatitis and other communicable diseases. The type of treatment will be determined by the needs of the individual inmate, but may



include such things as medications, special diets, physical therapy, laboratory tests or dressing changes. Each treatment plan will be initiated by the physician and will be detailed in the individual's medical record.

We will keep a list of inmates with special needs and maintain schedules for medical treatment in accordance with our established protocols for each illness. For example, daily blood sugars are obtained on all diabetics receiving insulin, Dilantin levels are monitored monthly on epileptic inmates, and blood pressure evaluations are performed as clinically indicated on inmates receiving anti-hypertensive drugs.

Medical determination of a tendency towards suicide or a history of seizures will result in the inmate being assigned to quarters that have close supervision.

We realize that communicable diseases, such as tuberculosis (TB), HIV and hepatitis require special attention in inmate populations. We have developed an Infection Control Program that incorporates education, diagnosis and treatment of inmates. Screening for TB and/or HIV occurs at time of intake, if conditions indicate that such testing is necessary.

Neither North Carolina nor Federal laws specifically require HIV testing upon request; however, we feel that the most prudent course to take would be to make testing available but limit it by leaving the decision to the medical staff.

Data supports that our inmate population has a higher than usual incidence of Sexually transmitted disease. This is addressed in the medical intake screening and then in more depth upon the History & Physical. If at the time of intake, the H&P or any time complaints of that nature is offered, we will then initiate testing and or treatment.

Our Infection Control Program includes, but is not limited to:

1. Surveillance procedures to detect inmates with infectious and communicable diseases, appropriate immunizations to prevent these diseases and proper treatment and care for inmates with these diseases.
2. The decontamination of medical equipment and proper disposal of sharps and medical bio-hazardous waste used by the medical staff or determined by the medical staff to be considered bio-hazardous waste.
3. Strict adherence to universal precautions by health care workers to prevent exposure to blood- borne pathogens.
4. Notifying the Local County health department of suspected/confirmed cases of all STD, TB, HIV, Hepatitis, Listeria, E-coli, MRSA, as well as other disease reportable according to the NC Administrative Code 10A NCAC 41A.0101 and .0102 criteria.

We will also dispose of all medically related infectious and hazardous waste in accordance with all state and federal regulations. We follow and assure compliance with Occupational Health and Safety Administration (OSHA) guidelines for infection control procedures.

### **Pharmaceuticals and Medical Supplies**

An agreement has been set in place to order all prescribed medications from a contracted pharmacy

vendor. Any STAT medications may be ordered from a local pharmacy provider. STAT medications are classified as medications which need to be started immediately and a supply of such medications is not currently on-site within the medical unit. The pharmacy vendor will supply the Wellpath formulary and ordering sheets to the facility for the placement of orders. All orders received before 3:00 p.m. EST, will be shipped out for next day delivery.

Wellpath shall comply with all applicable state and federal regulations regarding the prescribing, dispensing, administering, and procuring of pharmaceuticals. All employees must review the ordering procedures for pharmaceuticals. No medications will be ordered without a physician's order. All re-orders must be approved through the physician also. Medications are prescribed only when clinically indicated, not for disciplinary purposes.

All pharmaceuticals must be stored appropriately, in accordance with their storage instructions (i.e. refrigeration, etc.). Security storage (under lock and key) must be maintained for all prescribed medications. Only the nurse and health services staff will have access to the medications. If applicable, a key may be given to security in case of emergencies. All narcotics are to be kept under separate lock and key from other medications.

Application I for the registration to comply with the North Carolina Controlled Substance Act will be submitted. The N.C. Department of Health and Human Services (NC DHHS) then schedules an onsite inspection and evaluation. NC DHHS will notify the Jail of the requirements that they must implement to be granted permission.

The nurse and Medical Director as needed should perform a periodic review of all pharmacy orders. A narcotic count must be performed on a regular basis and the nurse and/or physician should review all reports. Copies of all count sheets are to be kept on file for review and/or audit.

All expired pharmaceuticals must be destroyed accordingly. The pharmacy vendor will perform this service on a quarterly basis, or sooner if needed. The nurse must call the pharmacy directly to schedule this service when needed. Also, a Sharps Count log must be kept by all nursing staff. All count sheet logs must be kept on-file for review and/or audit.

Diabetic inmates may be allowed to draw and administer their own insulin under the supervision of a health care staff member, and/or under security's approval.

All pharmaceuticals will be maintained in designated medical space. Medication carts will be secured under a double-lock system and all controlled medications will be secured separately in specified lock boxes. Controlled and/or narcotic medications will be logged upon receipt and administration by healthcare staff. These logs will be monitored each shift via count and signature. The medication room and only personnel authorized to give medications will have access to this area. The medication room area will be locked at all times and only authorized personnel will have keys.

The pharmacist will be responsible to select all generic equivalent drug products used in the correctional facility. All drug products utilized will be those of certified Food and Drug Administration approved manufacturers. In addition, the pharmacy vendor will conform to all federal laws, State statutes, and the state Board of Pharmacy regulations concerning drug products.

All drug recalls will be the responsibility of the pharmacist. Collection and return of recalled drugs will be the pharmacists' responsibility at the dispensing level and the nurse's responsibility, upon notification, at the drug administrator level.

All outdated, unused, deteriorated drugs will be the responsibility of the pharmacist to return and destroy during their quarterly inspections. Control substances returned or otherwise destroyed will be in compliance with federal and state regulations.

The pharmacy vendor according to the State Pharmacy Law shall label all prescriptions. Each prescription will contain the following information:

1. Name and address of the dispensing pharmacy;
2. Serial number of the prescription;
3. Date of the prescription;
4. Name of the prescriber;
5. Name of patient;
6. Name and strength of the drug;
7. The generic name of the drug, even if the generic drug is unavailable to dispense or even if the substitution of a generic drug is not authorized;
8. Directions for use;
9. Appropriate cautionary statements;
10. 'Filled by' or 'Dispensed by' with the name of the dispensing pharmacist, which must include at a minimum, the first initial and full last name of the dispensing pharmacist;
11. If the dispensed drug is a 'tranquilizer or sedative' it should bear the warning 'The consumption of alcoholic beverages while on this medication can be harmful to your Health' if the prescriber so directs on the prescription;
12. If the prescription is dispensed in a container other than the manufacturer's original container, a discard date, which shall be the earlier of one year from the date dispensed or the manufacturer's date, whichever is earlier.
13. If the prescription is dispensed in the manufacturer's original container, the label must not obscure the expiration date and storage statement.

All floor stock shall be reviewed and authorized by the Medical Director. Floor stock will be issued as non-prescription floor stock, prescription floor stock, and emergency floor stock drugs. Only persons authorized to prescribe within the state where the facility is located may order Hoar stock to be kept within the medical unit.

## **Emergency Medical, Dental, and Mental Health**

### Emergency Medical

Certain members of the professional health care staff, including the physician, will have twenty-four (24) hour on-call responsibility for any emergency that may arise. In the event of an emergency or in response to any urgent medical need, the on-site medical staff will utilize clinical skill and sound nursing judgement to properly and efficiently treat all inmates. Wellpath NOW should be utilized between the hours of 22:01-05:59 for all urgent healthcare concerns. The Health Services Administrator will be contacted via phone/text and notified of all ER transports, Narcan administrations, and/or CPR efforts. Other appropriate medical personnel will be notified if

necessary. The inmate will be transferred to a hospital emergency room for further treatment if clinically indicated and agreed to by the Wellpath on-call medical authority.

When emergency transportation is required, medical personnel will decide whether an ambulance or security van is required and coordinate appropriate transportation with the corrections administration and security.

However in the event where the correctional officer feels that the services of EMS is required, and the medical staff is not present to address the situation then the correctional officer should make provisions for emergency transport without the hesitation of notifying the medical staff.

#### Dental Care

Dental treatment shall be provided according to an established treatment plan/order, and based on established priorities. Consultation with the dentist and/or dental specialist will be available. Dental treatment will be scheduled on an as needed basis, for the earliest appointment time available. Medical staff should notify the dentist of requested treatment in advance of services being performed.

The Medical Director will review all prescriptions for approval. Any substitutions for prescribed narcotics/medications should be confirmed with the Dentist, but *may* be changed by the Medical Director to conform to the Jail policy (limits on narcotics, etc.).

#### **Mental health and chemical dependency withdrawal**

Inmates reporting the use of alcohol, opiates, stimulants, sedatives, hypnotic drugs, or other substances will be evaluated for their degree of reliance upon and potential for withdrawal from these substances and possible intoxication or overdose. Upon completion of the screening process, patients indicating such uses must be immediately referred to the medical staff for further evaluation and treatment.

Detoxification will be carried out only under medical supervision and initiated by the medical staff with physician overview on an individual care basis. All detainees found to be demonstrating signs and symptoms of drug/alcohol withdrawal will be evaluated by a medical professional and the patient will be placed on the appropriate withdrawal protocol. Inmates experiencing severe, life threatening intoxication or withdrawal must be seen by the Medical Director and upon his orders *may* be transferred to a licensed acute care facility, or the local emergency room for treatment. The Jail Administrator must receive authorization for this transfer.

Detox inmates must be monitored on a consistent basis and all findings documented in his/her medical record. Documentation of the patient's status during detoxification is very important and must be reviewed by all medical staff members in order to maintain patient care while incarcerated.

Detox inmates may be referred to the designated mental health provider or a local program for assessment regarding dependency issues.

Pregnant females who have drug/alcohol dependency will promptly be referred to the Medical Director for appropriate treatment methods. The Medical Director may have established treatment

protocols.

Inmates who are on Methadone will be referred to the Medical Director to determine appropriate withdrawal treatment plans to be used.

Medical staff will verify a patient's history and medication prior to inception of services. The physician will review the information and make referrals as appropriate.

Treatment services may include on-site and/or off-site crisis intervention. Not all treatments include the prescribing of psychotropic medications. Crisis intervention is to be initiated if patient is a threat to them self and/or others.

### **Pregnant Inmates**

All verified and confirmed pregnant inmates will be referred to the designated prenatal clinician who can provide obstetric services including regular prenatal care, medical exams, activity level advice, safety precautions, nutrition guidance and counseling. The inmate will be prescribed prenatal vitamins while incarcerated and applicable laboratory and diagnostic testing will be performed.

The Keeper of the Jail must be notified of the inmate's pregnancy and on-going treatment. Corrections Officers should be alerted to the inmate's due date as it approaches, and she should be under close observation around that time.

Medical staff will document the inmate's previous health history and other births. Outside specialty clinic visits will also be documented and noted in the patient's chart, along with services rendered noted in the file. Medical staff must utilize the Pregnancy Flow Sheet to monitor the pregnancy. The Medical Director should review the flow sheet on a consistent basis, maybe at the established chronic clinics reviews.

Pregnant inmates needing obstetric services will be referred to offsite Medical Provider. The Health Department's contracted providers determine if they will accept inmate for services. Also, contract providers may discharge a client from care with documented cause and notification.

The designated mental health provider may be asked to participate in the treatment plan regarding the patient. Issues which may be discussed are any psychotropic medications needs and/or depression the patient may experience due to separation from the baby after the birth.

### **Medical Records**

All medical records will be kept in the medical unit or, if inactive, in a secure place accessible to medical personnel for a period of seven years. The Jail Administrator should be consulted as to the space needed for the storage of inactive files.

All medical encounters will be entered into the medical record using a narrative, pathways, or S.O.A.P. format. The medical record will contain the following elements and all laboratory reports, consult reports, discharge summaries, and diagnostic studies will be reviewed and initialed by the physician before placement in the medical record:

1. Master Problem List (if a chronic condition patient).
2. Receiving Screening form.
3. Admission Data/History and Physical Assessment form.
4. Physicians' Orders form.
5. Progress Notes.
6. Laboratory studies; Diagnostic studies; Dental records.
7. Psychiatric and psychological reports.
8. Consultant's reports; x-ray reports.
9. Medication Administration Records.
10. Consent forms; Discharges summaries.
11. Release of Responsibility and Authorization for Release of Information Forms.
12. Sick Call Request forms.
13. Specialized treatments plans.
14. All other relevant and medically related materials.
15. Transfer forms

When an inmate is re-incarcerated, the prior record, if one exists, will be reactivated and reviewed by the medical staff. The inmate will have one (1) medical record that contains a record of all medical services that are rendered. All forms must be signed and dated appropriately.

#### Confidentiality of Health Records

HIPAA regulations apply to any protected health information such as information that concerns a person's social security number, date of birth, physical or mental health, healthcare, or payment information that could be used to identify an individual. Disclosure of such information is prohibited. While individuals are in a correctional institution, Wellpath can use or disclosure an inmate's protected health information to the medical unit of another correctional institution for the following reasons:

1. Health and safety of the inmate or other inmates;
2. Health and safety of the correctional institution's personnel;
3. Health and safety of those personnel responsible for transporting or transferring of inmates;
4. Law enforcement on the institution's premises;
5. The administration and maintenance of the safety, security, and good order of the institution.

N.C.G.S. 130A-143 contains strict confidentiality language about reportable communicable diseases. The public health regulations allow a local health department director to notify the sheriff if a detention inmate has certain communicable diseases. This regulation excludes HIV infection and AIDS. The disease must represent a significant threat to the public health. Per N.C.G.S. 130A-145, all information and records that identify person who has the AIDS virus infection or who has or may have a disease or condition required to be reported pursuant to the provisions of this Article shall be strictly confidential and shall not be released or made public except under the circumstances listed in the Article.

Further, if an inmate has escaped from custody, HIPAA does not restrict the use or disclosure of an inmate's medication information. In such situations, the correctional institution may use or disclose

the inmate's personal medical information as long as that use or disclosure is consistent with applicable laws and standards of ethics.

The inmate's medical record is considered confidential and may not be shared with unauthorized individuals or agencies without the inmate's written consent. Training will be extended to all staff during orientation about the importance of maintaining medical confidentiality.

#### Confidentiality Specific to HIV infection and AIDS

1. Any information and records, especially medical records that might identify an inmate as HIV infected, will be kept strictly confidential. This confidentiality reflects North Carolina's Law. Federal courts have recognized that inmates retain the right to privacy that protects against the disclosure of sensitive medical information.
2. Jail medical staff only under the following circumstances may release the inmates HIV status:
  - a. Release is made to health care personnel who are providing care to this inmate.
  - b. Release is made with the inmate's written consent or the written consent of the inmate's guardian.
  - c. Release is made pursuant to a subpoena or court order.
  - d. Release is made to the Physician of a person exposed to the inmate's potentially infectious body fluid, upon receipt of proper consent under law.

Note: If an exposed officer learns from the Jail physician or private physician that an inmate is HIV infected, he or she must keep that information strictly confidential. The reason for telling the officer is to permit effective treatment and counseling. It is a misdemeanor if the officer discloses this information to another officer.

N.C.G.S. § 53A-22 provides an exception to this confidentiality requisite, however. The statute which allows inspectors with the Jail and detention branch to see an inmate's medical record unless the inmate objects in writing. Before inspectors may review the inmate's record, the inmate must be informed in writing of his right to object.

#### **Privacy**

All medical evaluations and services are to be performed in as much privacy, with respect to security issues, as possible. The discretion is with the Medical Director, physician, or nurse providing the service.

Security personnel may be present if the patient poses a probable risk to the safety of the medical staff or others. Instruction on maintaining confidentiality is given to security staff that observes or hears health encounters. When cell side triage is required, medical staff must take extra precautions to promote private communication with the inmate.

## **Handling of Intoxicated Inmates**

Upon completion of the screening process, patients indicating use of intoxicating substances must be immediately referred to the medical staff for further evaluation and treatment.

Detoxification will be carried out only under medical supervision and initiated by the medical staff with physician overview on an individual care basis. All detainees found to be demonstrating the signs and symptoms of drug/alcohol withdrawal will be seen by the Medical Director and his treatment plan will be followed. Inmates experiencing severe, life threatening detoxification or withdrawal must be seen by the Medical Director and upon his orders may be transferred to a licensed acute care facility, or the local emergency room for treatment. The Jail Administrator must receive authorization for this transfer.

Pregnant females who have drug/alcohol dependency will promptly be referred to the Medical Director for appropriate treatment methods. The Medical Director may have established treatment protocols.

Inmates who are on Methadone will be referred to the Medical Director for appropriate withdrawal treatment plans to be used.

## **Training for Officers**

Training programs should be provided by a Jail training coordinator or through programs funded by the county or state (depending upon the facility resources). All training programs provided by Wellpath must be documented and the Jail training coordinator will keep attendance rosters.

Upon request by the Jail Administrator, Wellpath in a joint effort along with the local health department (if available) and other available entities will provide the following training:

1. First Aid;
2. Suicide Prevention;
3. CPR;
4. Screening Techniques;
5. Health Referrals;
6. Medication Administration;
7. Recognizing chronic conditions/illnesses;
8. Signs and Symptoms of Mental Illness;
9. Universal Precautions;
10. Confidentiality (HIPAA);
11. Infectious Diseases - AIDS, MRSA, TB

The nurse should participate in the on-going training program currently set-up through the facility, whenever available to do so.



## **Transporting inmates to outside sources for medical care**

The transportation officer will be notified by medical personnel when an inmate is scheduled for an appointment outside the Jail. Security staff will plan the transportation. Medical staff will not inform the inmate of the date or time of the appointment. When emergency transportation is required, medical personnel will decide whether an ambulance or security van is required and coordinate appropriate transportation with the corrections administration and security.

## **Medical Co-Pay**

The medical staff is not to benefit in any way from the co-pay system. The nurse who is triaging or treating the inmate is to only complete the forms necessary to provide information for an inmate's account to be charged.

## **Continuity of Care**

Upon an inmate's admission into the Jail, every effort must be made to obtain information concerning previous and/or current treatment plans. Record request forms may be sent to the inmate's treating physician for inclusion into inmate's current medical file at the Jail. The Medical Director must be made aware of the medical records upon arrival, for his/her review as well.

All medications must be verified before their continuance. All verifications (or inability to verify) must be noted within the patient's chart. Once medications have been verified, the Medical Director may give a verbal order (if not on-site) to continue the medications until the next scheduled physician sick call, based upon the inmate's compliance prior to incarceration and present condition. Identified long-term and/or serious chronic conditions must be referred to the Physician for referrals or follow-up clinic visits as needed.

Consistent with applicable North Carolina law and pursuant to the other provisions of this plan, all pregnant inmates will be placed on pre-natal services for referral to a local OB/GYN clinic or the local County health department. Those pregnant inmates exhibiting serious conditions may be referred to the hospital for assessment.

All ordered tests and/or consults are completed in a timely manner. The Medical Director must sign all outpatient service discharge summaries as evidence of review. If changes in treatment are necessary, the changes must be noted and clinical justification for an alternative treatment plan is noted.

## **Health Assessment**

All history and physical data will be obtained by medical staff and recorded on an Admission Data History and Physical Exam form. The medical staff will review the Receiving Screening form and confirm all information, as well as ask for any additional medical history information that may not have been noted upon admission. The medical staff must verify previous history, and document such verification and/or non-verification.

Within 14 calendar days of arrival into the Jail, the inmate will receive a full health assessment by Wellpath medical staff. A recording of inmate's current weight, height, blood pressure reading, and

temperature and pulse rate will be noted on the Assessment form. All female inmates of childbearing age will be given a pregnancy test during time of initial medical intake, within 14 days of incarceration, or upon patient and/or provider request.

The medical staff will use the H&P Assessment form to document the findings of the client's physical exam. Inmates with a chronic condition will be screened and questioned specifically about their condition. Chronic care inmates will be referred to the physician's chronic care clinic for an initial assessment and treatment plan as well.

Other lab and/or diagnostic testing may be required based on information received from the inmate and documented on the Receiving Screening or Assessment form. Physician's orders must be obtained for the testing.

An inmate, who has been re-admitted into the Jail and had a documented health assessment within the previous 12 months, need not be re-examined unless changes in inmate's health have been noted upon admission.

An inmate has the right to refuse a health assessment. (Refer to the policy Right to Refuse Treatment). If an inmate refuses a TB test, the inmate must be placed in isolation for precautionary measures, as TB is an infectious disease. Medical staff should monitor inmate until the TB testing is completed. Depending upon the reasons for the inmate's refusal, the Medical Director and/or mental health staff may be advised to speak with the inmate about his/her concerns.

All history and physical exam records must be referred to the Medical Director for review and sign-off.

### **Grievance Procedure**

Grievances shall be subject to and dealt with consistent with the Cumberland County Jail Grievance Procedures and are subject to the Jail's Grievance Policies. To the extent possible, grievances must be submitted electronically using the kiosks provided for that purpose.

In any event, upon receipt of an inmate's grievance, the nurse will review the information presented and speak with the inmate about the problem and possible resolution. All information about the conversation should be documented on the grievance form and returned to the Jail Administrator as to response. A copy should be filed in a file labeled 'Inmate Grievance Reports' in the medical office. All responses to inmate grievances must be timely and based on principles of adequate and prudent medical care.

An incident report may accompany a copy of the grievance if submitted to the WellPath corporate office. If the corporate office needs to be involved in the resolution of the problem, communication with the nurse, as well as a review of the applicable records and/or other information will begin. The nurse should notify the corporate office of the need for involvement.

After the grievance has been resolved, the Jail Administrator should be notified as to the resolution.

If the inmate does not agree with the resolution, an appeal may be filed citing additional information. The nurse and Jail Administrator will once again review this appeal grievance, with

a copy forwarded to the corporate office for resolution. All appeals must be sent to the corporate office for review.

### **Collection of DNA**

Consistent with applicable North Carolina law, the nurse or member of the Jail health team will provide the phlebotomy service for the collection of the DNA samples that are specific to meeting the requirements mandated by the state of North Carolina. The House Bill does not address the issue of obtaining DNA for the use of forensic investigation, for which no member of the Jail medical team is to participate. The Jail medical team is only to provide the services of phlebotomy and under no circumstances should be involved with the record keeping, finger printing and transport of the specimen. The location and time of the phlebotomy service will be established in agreement with both the duty officers and the medical team member. The phlebotomy procedure is never to interfere with the health care provider's responsibility to deliver health care services to the inmates of the facility.

### **Conclusion**

The plan consists of this summary as well as the attached portions which are "confidential" and "trade secrets" not ordinarily to be treated as a public record not generally subject to disclosure. However, the plan may be reviewed by the County, its counsel, the Sheriff or his designees, including the Keeper of the Jail and the designees of the Jail Administrator, the State Jail inspectors, and any person whose consultation is required or permissible for the adoption of the plan. The medical plan shall be reviewed annually.

### Certificate of Consultation

This plan has been developed in consultation with the appropriate local officials and organizations, including the sheriff, the county physician, the local or district health director, and the local medical society. It has been approved by the health director after consultation with the area mental health, developmental disabilities, and substance abuse authority.

Accordingly, having been determined to be adequate to protect the health and welfare of the prisoners, the plan, to the extent of the consultation with each of the undersigned, meets the approval of the undersigned.

  
Cumberland County Health Director

Date: 12/17/2024

  
County Physician

Date: 01/24/2025

\_\_\_\_\_  
President, Cumberland Medical Society

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

  
Sheriff of Cumberland County

Date: 12/18/24

### Certificate of Consultation

This plan has been developed in consultation with the appropriate local officials and organizations, including the sheriff, the county physician, the local or district health director, and the local medical society. It has been approved by the health director after consultation with the area mental health, developmental disabilities, and substance abuse authority.

Accordingly, having been determined to be adequate to protect the health and welfare of the prisoners, the plan, to the extent of the consultation with each of the undersigned, meets the approval of the undersigned.

\_\_\_\_\_  
Cumberland County Health Director

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

\_\_\_\_\_  
County Physician

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

*Karen Smith*

\_\_\_\_\_  
Head of Medical Society

Date: 2/6/2025

\_\_\_\_\_  
Sheriff of Cumberland County

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

### **Certificate of Approval and Adoption**

Upon a determination that the Jail Health Plan is adequate to protect the health and welfare of the prisoners, the plan has been adopted by the Board of Commissioners of the County of Cumberland.

\_\_\_\_\_  
Chairman,  
Cumberland County Board of Commissioners

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

\_\_\_\_\_  
County Manager for Cumberland County

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



**BUDGET AND PERFORMANCE DEPARTMENT**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 5, 2025**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DEBORAH W. SHAW, BUDGET AND PERFORMANCE DIRECTOR**

**DATE: 2/25/2025**

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE  
MARCH 5, 2025 BOARD OF COMMISSIONERS' AGENDA**

**BACKGROUND**

**Solid Waste Fund 625**

**1) Solid Waste – Budget Ordinance Amendment B250513 to appropriate Solid Waste fund balance in the amount of \$159,622**

The Board is requested to accept and approve Budget Ordinance Amendment B250513 to appropriate Solid Waste fund balance in the amount of \$159,622. This funding will be used to purchase a front part of the front loader truck for Solid Waste.

Please note that this amendment requires appropriation of Solid Waste fund balance.

**2) Solid Waste – Budget Ordinance Revision B251197 to identify funds in the amount of \$236,106**

The Board is requested to accept and approve Budget Ordinance Revision B251197 to identify funds in the amount of \$236,106. This funding will be used for the construction of a maintenance shed at Wilkes Road.

Please note that this amendment requires no additional county funds.

**RECOMMENDATION / PROPOSED ACTION**

Approve Budget Ordinance Amendments



**CLERK TO THE BOARD OF COMMISSIONERS**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 5, 2025**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: ANDREA TEBBE, CLERK TO THE BOARD**

**DATE: 2/6/2025**

**SUBJECT: APPROVAL OF A PROCLAMATION RECOGNIZING WOMEN'S  
HISTORY MONTH IN CUMBERLAND COUNTY**

**BACKGROUND**

A request was received for a proclamation recognizing March 2025 as Women's History Month in Cumberland County.

Vice Chairwoman Jones will present the proclamation at the March 5, 2025 Regular Meeting if approved.

**RECOMMENDATION / PROPOSED ACTION**

Respectfully request approval of the proclamation.

**ATTACHMENTS:**

Description

Womens History Month 2025

Type

Backup Material



## Proclamation

*WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and*

*WHEREAS, American women have played and continue to play critical economic, cultural, and social roles in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and*

*WHEREAS, as women take part in the world of work, they also continue to embrace and nurture the family as they have always done, and all Americans can be truly grateful for the role of women as the heart of the family and for their every accomplishment today and throughout our history; and*

*WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation and served as early leaders in the forefront of every major progressive social change movement; and*

*WHEREAS, countless American women have served our country courageously in the military; and*

*WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, the peace movement, which created a more fair and just society for all; and*

*WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history; and*

*WHEREAS, Cumberland County honors the women who have contributed to the shaping of Cumberland County and recognize the 2025 Women's History Month Theme: "Moving Forward Together! Women Educating & Inspiring Generations".*

*NOW THEREFORE, We, the Cumberland County Board of Commissioners, do hereby proclaim March 2025 as Women's History Month in Cumberland County and call upon all citizens to mark this month with appropriate observances to honor the achievements of women.*

*Adopted this 5<sup>th</sup> day of March 2025.*

---

*Kirk J. deViere, Chairman*  
*Cumberland County Board of Commissioners*



**CLERK TO THE BOARD OF COMMISSIONERS**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 5, 2025**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: ANDREA TEBBE, CLERK TO THE BOARD**

**DATE: 2/12/2025**

**SUBJECT: APPROVAL OF A PROCLAMATION RECOGNIZING MARCH 2025 AS  
AMERICAN RED CROSS MONTH IN CUMBERLAND COUNTY**

**BACKGROUND**

A request was received for a proclamation recognizing March 2025 as American Red Cross Month in Cumberland County and for the proclamation to be presented and read at the March 5, 2025 Board of Commissioners' Meeting.

**RECOMMENDATION / PROPOSED ACTION**

Respectfully request approval of the proclamation and to present the proclamation to Sandhills Chapter of the American Red Cross

**ATTACHMENTS:**

Description

American Red Cross Proclamation

Type

Backup Material

## Proclamation

**WHEREAS**, this March, we celebrate American Red Cross Month by recognizing the compassionate acts of people in Cumberland County and by renewing our commitment to lend a helping hand to our neighbors in need. Since Clara Barton founded the American Red Cross more than 140 years ago, generation after generation has stepped up to deliver relief and care across our country and around the world, bringing out the best humanity in times of crisis; and

**WHEREAS**, advancing this noble mission, the volunteers, blood donors and supporters who now give back through the sandhills Chapter are unwavering in their commitment to prevent and alleviate human suffering in the face of today's emergencies; and

**WHEREAS**, their voluntary and generous contributions shine a beacon of hope in people's darkest hours – whether it's delivering shelter, food and comfort during disasters, providing critical blood donations for hospital patients; supporting service members, veterans and their families; saving lives with first aid, CPR, AED, and other skills; or delivering aid and reconnecting loved ones separated by global crisis; and

**WHEREAS**, this work to uplift our community is truly made possible by those who selflessly answer the call to help, whenever and wherever it's needed. We hereby recognize this month of March in honor of their remarkable service, and we ask everyone to join in their commitment to care for one another; and

**NOW THEREFORE, LET IT BE RESOLVED**, that the Cumberland County Board of Commissioners hereby proclaims March 2025 as **AMERICAN RED CROSS MONTH** in Cumberland County and encourages all citizens to join in the observance and support its humanitarian mission.

Adopted this 5<sup>th</sup> day of March, 2025.

---

Kirk J. deViere, Chairman  
Cumberland County Board of Commissioners



**ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL AFFAIRS**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 5, 2025**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER**

**DATE: 2/25/2025**

**SUBJECT: CONSIDERATION OF 2025 (FY2026) FEDERAL LEGISLATIVE AGENDA**

**BACKGROUND**

The Board of Commissioners considered a slate of priorities for the County's 2025 Federal Legislative Agenda during their Agenda Session meeting on February 13, 2025. The Board directed staff to narrow the scope, highlight top funding priorities and bring the revised DRAFT federal agenda to the March 5, 2025, Board of Commissioners meeting for consideration.

**RECOMMENDATION / PROPOSED ACTION**

Approve the attached 2025 (FY2026) Federal Legislative Agenda.

**ATTACHMENTS:**

Description

DRAFT 2025 Federal Legislative Agenda

Type

Backup Material



# Cumberland County 2025 (FY2026) Federal Legislative Agenda

## Top Funding Priorities

### **Quality, Smart Development & Infrastructure**

- Water and sewer infrastructure to extend safe, regulated public water to contaminated areas and modernize aging sewer infrastructure

### **High-Performing Education System**

- Protection of federal education funding that supports at-risk youth and students with disabilities, as well as school systems serving military or other federally connected students. (Title 1, Impact Aid, IDEA, Rural Education, Career and Technical Education and Workforce Development)

### **Health & Wellness**

- Comprehensive mental health and substance use treatment services for youth that provide individual counseling/case management, crisis intervention, family support, and school-based programs delivered by licensed professionals

### **Safe Community**

- Technology upgrades for the Sheriff's Office
- Mobile Incident Command Unit for Emergency Service

## Policy Priorities

### **Quality, Smart Development & Infrastructure**

- Transportation: Advocate for routing the proposed I-685 through Cumberland County with a connection point of I-295

### **Health & Wellness**

- Strengthen the Women, Infants and Children (WIC) program by establishing permanent virtual service options and supporting USDA modernization efforts such as online shopping
- Advocate for federal funding to support County Veterans Services Offices
- Support the Older Americans Act and Elder Justice Act initiatives

### **Responsive, Transparent Government**

- Support funding to assist local governments with complying with Department of Justice mandate for ADA-accessible communications by April 2026 deadline



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 5, 2025**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE**

**DATE: 3/5/2025**

**SUBJECT: CONSIDERATION OF BID AWARD FOR ELEVATOR MODERNIZATION PROJECT AT 109 BRADFORD AVENUE**

#### **BACKGROUND**

On September 19, 2024, the Department of Engineering & Infrastructure solicited proposals to modernize the elevators at 109 Bradford Avenue. The project includes upgrading elevator mechanicals, electrical components, cabs and additional controls.

During the bid period, it was determined that the electrical requirements of modernizing both elevators would exceed the capacity of the current switchgear and electrical panel. Wooten Company, the consulting engineering firm on the project, recommended upgrading one elevator and delaying the second to be completed following replacement of the building's switchgear in the future.

Engineering proceeded with a revised bid to upgrade one elevator, which closed on November 6, 2024. Three vendors submitted bids and HM Kern was determined to be the lowest responsive, responsible bidder with a bid of \$517,000.

There is currently \$487,000 budgeted for this project in FY2025. If approved, Engineering will need to identify additional funds in the amount of \$30,000 from another completed project in order to move forward with a contract with the selected vendor.

#### **RECOMMENDATION / PROPOSED ACTION**

Staff requests approval of HM Kern as the lowest responsive, responsible bidder for Phase I of the Elevator Modernization Project at 109 Bradford Avenue.

**ATTACHMENTS:**

Description

Project Solicitation

Addendum 1

Addendum 2

Certified Bid Tab

Type

Backup Material

Backup Material

Backup Material

Backup Material



ADVERTISEMENT  
INVITATION FOR BIDS

FOR

CUMBERLAND COUNTY  
ENGINEERING & INFRASTRUCTURE DEPARTMENT

BRADFORD ELEVATOR MODERNIZATIONS, FAYETTEVILLE, NORTH CAROLINA

**Cumberland County  
North Carolina**

An optional field review visit will be held at **10:00 AM** on **October 17<sup>th</sup>, 2024**, at the project site, 109 Bradford Ave, Fayetteville, NC 28301

Questions must be submitted to The Wooten Company, Russell Pearlman ([rpearlman@thewootencompany.com](mailto:rpearlman@thewootencompany.com)) before **5:00 PM, October 21st, 2024**. Responses will be provided before **1:00 PM, October 24th, 2024**.

Pursuant to Section 143-131 of the General Statutes of North Carolina, informal bids are solicited and will be received in the office of the Cumberland County Engineering & Infrastructure Department, Room 214, in the Historic Courthouse located at 130 Gillespie Street, Fayetteville, North Carolina at any time before **1:00 PM** on **November 6, 2024**, and then publicly opened in the office of the Cumberland County Engineering & Infrastructure Department in the Historic Courthouse and read for construction of the proposed:

Proposals must be enclosed in a sealed envelope addressed to Mr. Jermaine M. Walker, Director of Engineering and Infrastructure, 130 Gillespie Street, Room 214, Fayetteville, NC 28301. The outside of the envelope must be marked **“PROPOSAL FOR BRADFORD ELEVATOR MODERNIZATIONS”** and shall indicate the name, address, telephone number and state license number of the bidder. Proposals must be submitted on the printed form, or exact copies thereof, contained in the Contract Documents.

A Bid Bond is required for this project. Performance and Payment Bonds are required.

All Contractors are notified that North Carolina Statutory provisions as to licensing for Contractors will be observed in receiving, reading, and awarding of contracts.

Plans and Specifications, including Contract Documents, are open to public inspection at the Cumberland County Engineering & Infrastructure Department Office, 130 Gillespie Street, Fayetteville, NC. Digital Plans and Specifications, including Contract Documents must be requested from the Wooten Company, Janet Casteen ([jcasteen@thewootencompany.com](mailto:jcasteen@thewootencompany.com)).

The County reserves the right to reject any or all proposals. The bidder to whom the contract may be awarded must comply with the requirements of G.S. Section 143-131, as amended.

No bids may be withdrawn after the scheduled closing time for the receipt of proposals for a period of forty-five (45) days.

SPECIFICATIONS AND DRAWINGS  
CUMBERLAND COUNTY:  
CUMBERLAND COUNTY BRADFORD BUILDING ELEVATOR MODERNIZATION  
TWC # 2877-Q

SUBJECT: ADDENDUM NO. 1

OCTOBER 10, 2024

To the Plans and Specifications for:  
Cumberland County: Bradford Building Elevator Modernization

To: PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This ADDENDUM forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Bidders shall acknowledge receipt of the ADDENDUM in the space provided on the Bid Form. Failure to do so may subject the Bidder to Disqualification.

**A. Project Manual**

1. Invitation for Bids
  - a. Replace with attached.

**B. Drawings**

N/A

**C. Additional Information**

N/A

**Bids will be received until 1:00 PM on Wednesday, November 6, 2024.**

FOR THE OWNER

THE WOOTEN COMPANY



BY:  
Russell D. Pearlman, AIA

END OF DOCUMENT

SPECIFICATIONS AND DRAWINGS  
CUMBERLAND COUNTY:  
CUMBERLAND COUNTY BRADFORD BUILDING ELEVATOR MODERNIZATION  
TWC # 2877-Q

SUBJECT: ADDENDUM NO. 2

OCTOBER 16, 2024

To the Plans and Specifications for:  
Cumberland County: Bradford Building Elevator Modernization

To: PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This ADDENDUM forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Bidders shall acknowledge receipt of the ADDENDUM in the space provided on the Bid Form. Failure to do so may subject the Bidder to Disqualification.

**A. Project Manual**

1. 142200-Traction Elevator Modernization
  - a. Section 1.03, A, 1: Delete
  - b. Section 2.21, A: Delete
2. 283100-Elevator Recall Control and Supervisory Unit
  - a. Add attached.

**B. Drawings**

1. A101
  - a. Replace with attached.
2. A102
  - a. Replace with attached.
3. E100
  - a. Replace with attached.
4. E101
  - a. Replace with attached.
5. E600
  - a. Add attached.

**C. Additional Information**

1. Is the BACnet interface on M101 Schedule Notes tying into an existing area in that room location? Or is there a different location to tie into? Or does it just need to be compatible?

Delete General note "E" in the Ductless Split Schedule

2. At the site visit on 3 Oct the elevator sub stated that there is another AC needed for a different elevator as well. The elevator equipment room in the basement. This is not shown on the plans.

Not applicable with scope revisions in Addendum 02.

3. This is a Fire Warden 100X panel according to the drawings. Do you know if this system has Fire Warden addressable field devices or FlashScan addressable field devices?

Keynote 26 on Drawing E101 shows the make and model of the existing addressable fire alarm system; a Honeywell NOTIFIER model NFW2-100. Also shown in Part 1.02-B of Specification 28 46 00. See existing Fire Alarm Riser diagram attached.

Elevator Recall Supervisory Unit will now be included in the scope of this project.

- a. Do we have capacity for additional addressable devices?

Elevator Recall Supervisory Unit will now be included in the scope of this project.

Henry to provide spec

4. This floorplan does not show the entire building, are you looking for a BDA price for just this area or the whole building? If it is the whole building, can you get me the floorplans?

Bi-Directional Amplifier is not required.

5. There is no shown two-way system on these drawings. Would you like me budget one for you?

A two-way communication device is included in the Elevator specification, Section 2.28, F. The electrical-sub will make the connection between the telecom board and the elevator control panel. See attached E101.

6. Lastly, what existing A/V's are in the building? We need to add some A/V devices on this project. Speakers

This is not in the scope of the project.

7. Is the building on generator back up?

Yes, there is a generator. We do want the battery lowering specified.

8. Does the basement traction, VENT to a designated area? And will this also require a new HVAC unit, thermostatically controlled?

Not applicable with scope revisions in Addendum 02.

9. Will all the deflector sheeves be replaced on both tractions?

Replace as specified.

10. Is the basement traction replacing the existing HVAC/ ventilation system, as We believe this in NON-functioning, and the new already added portion of the building sits on the exterior, venting. Or do you want a bid alternate for this portion?

Not applicable with scope revisions in Addendum 02.

**Bids will be received until 1:00 PM on Wednesday, November 6, 2024.**

FOR THE OWNER

THE WOOTEN COMPANY



BY:  
Russell D. Pearlman, AIA

END OF DOCUMENT

SECTION 28 31 00  
ELEVATOR RECALL CONTROL AND SUPERVISORY UNIT

PART 1 GENERAL

1.01 SCOPE

- A. The Contractor shall furnish all parts, materials, and labor required for the installation of an Elevator Recall Control and Supervisory Unit. The unit shall be connected to addressable smoke detectors at elevator landings and machine room in order to recall the building elevator for Phase 1 and Phase 2 Firefighters' Emergency Operation.
  - 1. Elevator Recall Control and Supervisory Unit will provide "Alarm" and "Trouble" signals to the existing Honeywell NOTIFIER model NFW2-100 Fire Alarm panel.
  - 2. The unit shall be capable of interfacing with a future addressable fire alarm control panel or to be utilized as the fire alarm control panel for the building.

1.02 DEFINITIONS

- A. Authority Having Jurisdiction (AHJ):
  - 1. The AHJ for code compliance is the Cumberland County Fire Marshall.
  - 2. The AHJ for construction administration and inspection purposes is the Designer.
- B. Elevator Recall Control and Supervisory Unit (ERCSU) – Also called a Fire Alarm Control Unit (FACU) by some entities.

1.03 SECTION INCLUDES

- A. Fire alarm control panels for use as elevator recall control and supervisory control unit Notification Devices
- B. Fire alarm initiating devices
- C. Fire alarm notification devices
- D. Auxiliary fire alarm equipment
- E. Fire Alarm Wire and Cable

1.04 REFERENCE STANDARDS

- A. ASME A17.1 - Safety Code for Elevators and Escalators Includes Requirements for Elevators, Escalators, Dumbwaiters, Moving Walks, Material Lifts, and Dumbwaiters with Automatic Transfer Devices; 2022.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. NFPA 72 - National Fire Alarm and Signaling Code; Most Recent Edition Cited by Referring Code or Reference Standard.
- D. NFPA 101 - Life Safety Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 268 - Standard for Smoke Detectors for Fire Alarm Systems; Current Edition, Including All Revisions.

#### 1.05 RELATED SECTIONS

- A. 142200 – Traction Elevator Modernization
- B. 260519 – Building Wire and Cable
- C. 260532 – Conduit

#### 1.06 REFERENCES

- A. NFPA 70 - National Electrical Code.
- B. NFPA 72 - National Fire Alarm Code.
- C. NFPA 101 - Life Safety Code.
- D. UL 268 - Smoke Detectors for Fire Protective Signaling Systems.
- E. ANSI/ASME A17.1

#### 1.07 SYSTEM DESCRIPTION

- A. Elevator Control System: NFPA 72, ANSI/ASME A17.1, noncoded, addressable automatic local elevator recall control and supervisory control system with provisions for remote monitoring of system.
- B. In the elevator machine room, the following devices will be added:
  - 1. A ceiling mounted addressable photoelectric smoke detector
  - 2. A set of (3) relay modules for the elevator: The relay modules will be a designated level relay module, an alternate level relay module, and a hat signal relay module.
  - 3. Control module for connection to future addressable fire alarm system
  - 4. Monitor module for connection to future addressable fire alarm system
- C. In the lobbies of the elevator, ceiling mounted addressable photoelectric smoke detectors will be added at each landing. The smoke detectors shall be utilized to provide the (3) inputs – as defined by NFPA 72 – to the elevator.
  - 1. Phase One Emergency Recall to the Designated Level (First Floor)
  - 2. Phase One Emergency Recall to the Alternate Level (Second Floor)
  - 3. Phase Two Emergency Notification of fire/smoke in elevator hoistway and/or machine room

#### 1.08 SUBMITTALS

- A. Submit under provisions of Division 1.
- B. Submit certification of training for installing technician as described in paragraph 3.02B.
- C. Shop Drawings:
  - 1. The fire alarm contractor shall submit complete Shop Drawings to the engineer for review, prior to performing any work. They shall clearly demonstrate compliance with the engineer's plans and specifications, which have a System Response Matrix showing the fire alarm system's actions (outputs) required for each type of alarm, supervisory, and trouble signal. Any non-compliant features must be fully described.

2. The submitted shop drawings shall show equipment, device identification numbers and locations, and connecting wiring of entire fire alarm system. Include wiring and riser diagrams. Wiring diagrams shall be based on the project floor plans, with devices and proposed conduit routing. The conductor composition for each conduit section shall be provided. The distance and route for each NAC (Notification Appliance Circuit) shall be shown. Riser diagrams shall show consecutive connections for all devices with addresses and Candela ratings.
  3. Engineer's approval (with or without corrections) of contractor's Shop Drawings, samples, cut sheets, etc., is for general conformance with the contract documents and design concept. It shall not relieve the contractor of responsibility for full compliance with the project plans and specifications, EXCEPT for any specific non-compliant features for which the engineer gives written authorization.
- D. Battery Calculations:
1. Include a copy of system battery sizing calculations with the shop drawing submittal to the engineer. Use manufacturer's battery discharge curve to determine expected battery voltage after 24 hours of providing standby power. Then use calculated Notification Appliance Circuit current draw in the alarm mode to determine expected voltage drop at End of the Line Resistor (EOL), based on conductor resistance per manufacturer's data sheet or NEC.
  2. Fire Alarm Vendor's calculations must be submitted with the shop drawings, and prior to installation of equipment. (Buildings without generators typically require 60 hours of battery backup to cover the weekend. Otherwise 24 hour battery backup is required.) In the submittal package identify Notification Appliance Circuits (NAC) current draws and voltage drops for each circuit. In no case shall the calculated voltage at any notification appliance fall below the minimum listed operating voltage for the devices used.
  3. The voltage drop at EOL must not exceed 14% of the expected battery voltage, after the required standby time plus alarm time. (Typically, for a 24 volt system, this limits the voltage drop from the battery to the EOL to 3 volts). Determine "worst case" voltage at far end of each NAC, by subtracting its calculated V-drop from the expected battery voltage. The result must be no less than the minimum listed operating voltage for the alarm notification appliances used.
  4. All of these calculations must be placed on a dedicated sheet of as-built drawings, for future reference by fire alarm service technicians. NAC voltage drop is to be verified during system tests.
- E. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of products.

#### 1.09 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Division 1.
- B. Record actual locations of new devices and wiring. Provide addresses of initiation devices.
- C. See paragraph 3.04.
- D. NFPA 72 "Record of Completion Form" See paragraph 3.02 H.



#### 1.10 OPERATION AND MAINTENANCE DATA

- A. Submit under provisions of Division 1.
- B. Operation Data: Operating instructions.
- C. Maintenance Data: The contractor shall submit maintenance data and parts lists for each type of fire alarm equipment installed, including furnished specialties and accessories. Include this data, product data, and shop drawings in maintenance manual.

#### 1.11 QUALIFICATIONS

- A. Installer: Company specializing in performing the work and making the final terminations and connections. Minimum of 5 years documented experience installing fire detection and alarm systems similar in size and scope to the project. Only the Installer may make program changes and must be present for the 100% test, Designer's pre-final review and Owner inspections.

#### 1.12 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70, the NC Building Code, NFPA 72, NFPA 101, and ANSI/ASME A17.1.
- B. Furnish products listed and classified by UL or other North Carolina recognized third party testing agency. All equipment supplied must be specifically listed for the purpose for which it is used, and installed in accordance with any instructions included in its listing. Equipment shall be listed as compatible with the existing fire alarm.

#### 1.13 SPARE PARTS

- A. Provide (1) addressable photoelectric smoke detector without base.

#### 1.14 MAINTENANCE SERVICE

- A. Furnish service and maintenance of fire alarm system for one year from Date of Substantial Completion.

### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Siemens / Pyrotronics
- B. Notifier
- C. Simplex

#### 2.02 ELEVATOR RECALL CONTROL AND SUPERVISORY CONTROL UNIT (ERCSU)

- A. Control Panel: Modular construction with surface wall-mounted enclosure.
- B. Power Supply: Adequate to serve control panel modules, remote detectors, remote annunciators, relays, and alarm signaling devices. Include battery-operated emergency power supply with capacity for operating system in standby mode for 24 hours followed by alarm mode for 5 minutes.

- C. System Supervision: Component or power supply failure places system in trouble mode.
- D. Signaling Line Circuits: Supervised module with alarm and trouble indication; occurrence of single ground or open condition places circuit in trouble mode but does not disable that circuit from initiating an alarm.
- E. Remote Station Signal Transmitter: Electrically supervised digital alarm communicator transmitter, capable of transmitting alarm and trouble signals remotely.
- F. Auxiliary Relays: Provide sufficient SPDT auxiliary relay contacts for each detection zone to provide accessory functions specified.
- G. Provide Trouble Acknowledge, Drill, and Alarm Silence switch.
- H. Trouble Sequence of Operation: System or circuit trouble places system in trouble mode, which causes the following system operations:
  - I. Trouble signal transmitted to central station.
  - J. Manual acknowledge function at fire alarm control panel silences audible trouble alarm; visual alarm is displayed until initiating failure or circuit trouble is cleared.
- K. Alarm Sequence of Operation: Actuation of initiating device places circuit in alarm mode, which causes the following system operations:
  - L. Transmit non-coded signal to central station
- M. Indicate the location of the alarm device on the elevator recall and supervisory control panel (ERCSU).
- N. Transmit signals to building elevator control panel to initiate Phase 1 Recall to the designated floor or alternate floor.
- O. Alarm Reset: System remains in alarm mode until manually reset with key-accessible reset function; system resets only if initiating circuits are out of alarm mode.
- P. Lamp Test: Manual lamp test function causes alarm indication at each zone at fire alarm control panel and at annunciator panel.
- Q. Drill Sequence of Operation: Manual drill function causes alarm mode operation as described above.
- R. Zoning: Addressable

## 2.03 INITIATING DEVICES

- A. Ceiling Mounted Smoke Detector:
  - 1. Compliance: NFPA 72 and UL 268. Shall be listed as compatible with the existing fire alarm system.
  - 2. Description:
    - a. Shall be addressable type.
    - b. Shall be analog type and the alarm system shall automatically compensate for detector sensitivity changes due to ambient conditions and dust build-up within detectors. This feature must be armed and sensitivities set prior to acceptance of the system.

- c. Shall be plug-in type, with a separate base (not a mounting ring), to facilitate their replacement and maintenance. The base shall have integral terminal strips for circuit connections, rather than wire pigtails. Each detector base shall incorporate an LED to indicate alarm. Device shall be positioned so that the LED is visible from the doorway or other means of entry into the space.
- d. Shall have a built-in locking device to secure the head to the base, for tamper resistance. For detectors mounted within 12 feet of the floor, activate this lock after the system has been inspected and given final acceptance.
- e. Shall be photoelectric type.

#### 2.04 NOTIFICATION DEVICES

- A. Horn/Strobe: NFPA 72, Surface type horn with strobe lamp and flasher, red lettered "FIRE" on white lens. Flash rate of 1 to 2 hertz, intensity of 15 candelas. Sound rating: 90 dB at 10 feet. Speaker/strobe shall be UL listed as compatible with the existing system.
- B. All Notification Appliances shall be clearly labeled with NAC panel and circuit number.

#### 2.05 AUXILIARY FIRE ALARM EQUIPMENT

- A. Addressable Dry Contact Monitor Module: Addressable Monitor Modules shall be provided to connect one supervised zone (either Style D or Style B) of non-addressable Alarm Initiating Devices (any Normally Open N.O. dry contact device) to one of the Fire Alarm Control Panel Signaling Line Circuit Loops. Monitor modules shall be installed as required by the system configuration. All required monitor modules may not be shown on the Drawings.
- B. Indication of Operation: An LED shall be provided that shall flash under normal conditions, indicating that the Monitor Module is operational and in regular communication with the control panel.
- C. Addressable Control Module: Addressable Control Modules shall be provided to supervise and control the operation of auxiliary control functions. The control module may be set to operate as a dry contract relay. The control module shall provide address-setting means using DIP switches and shall also store an internal identifying code that the control panel shall use to identify the type of device. An LED shall be provided that shall flash under normal conditions, indicating that the control module is operational and is in regular communication with the control panel.

#### 2.06 FIRE ALARM WIRE AND CABLE

- A. Addressable loop (signaling line) circuit wiring shall match existing.

- B. Alarm notification appliance (NAC) circuits shall be NFPA 72 Style Y (Class B). The load connected to each circuit must not exceed 80% of rated module output and the coverage of each circuit shall not exceed 3 floors (to limit the effect of faults, and to facilitate trouble shooting). The NAC voltage drop during alarm must not exceed 14% of the voltage measured across the batteries at that time. To achieve this, the design must consider wire size, length of circuit, device load, inherent voltage loss within the ERCSU 's power supply, etc. The contractor shall use power outage testing to verify that the NAC circuit was designed and installed properly. Wiring extended to the horn/strobe units provided under this contract shall be no. 14 AWG, stranded copper, THHN/THWN installed in conduit. Color code shall be blue (+)/black (-).
- C. Initiating Device Circuits shall be wired Class A (((NFPA 72)) Style D).
- D. Circuits from relay modules to elevator controllers will be no. 14 AWG.

## PART 3 EXECUTION

### 3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Cables shall not be spliced. Re-pull cable/wire from previous device in circuit and continue on to next device.
- C. All splices shall be made in approved terminal cabinets. No splices shall be made in junction boxes.
- D. System Configuration and Installation:
- E. Addressable loop controller (signaling line) circuit shall be fully Class "A", with no "T" taps made.
- F. All fire alarm system wiring shall be in metal conduit.
- G. There shall be no splices in the system other than at device terminal blocks, or on terminal blocks in cabinets. "Wire nuts" and crimp splices will not be permitted. Permanent wire markers shall be used to identify all connections at the ERCSU and other control equipment, at power supplies, and in terminal cabinets. All terminal block screws shall have pressure wire connectors of the self-lifting or box lug type.
- H. Install horn/strobe devices 80 inches AFF to bottom or 6 inches below ceiling to top, whichever is lower.
- I. Modify system as required to annunciate new devices at remote annunciator.
- J. Install the elevator lobby smoke detectors on the lobby ceiling within 10 ft of the center line of the elevator door. Do not install smoke detectors within 36 inches of an HVAC air supply or return register.
- K. Mount end-of-line device with the last device or in a separate box adjacent to last device in the circuit.
- L. Make conduit and wiring connections to the smoke detectors, ERCSU control panel and the elevator controller for Phase 1 and Phase 2 Firefighters' Emergency Operation in accordance with Section 2.27 of ASME A17.1, Safety Code for Elevators.

M. Automatic Detector Installation: Conform to NFPA 72.

### 3.02 PROGRAMMING, TESTING, AND CERTIFICATION:

- A. Provide field programming for elevator recall as follows: Activation of the designated level lobby smoke detector shall cause the elevator to return non-stop to the alternate level. Activation of any other lobby smoke detector or machine room smoke detector shall cause all elevators to return to the designated level. In addition, the machine room smoke detector shall cause the visual indicators (Fireman's Hat) in the elevator cabs to flash.
- B. All connections to the ERCSU and the system's programming shall be done only by the manufacturer, or by an authorized distributor that stocks a full compliment of spare parts for the system. The technicians are required to be trained and individually certified by the manufacturer, for the ERCSU model/series being installed. This training and certification must have occurred within the most recent 24 months, except that a NICET Level III certification will extend this to 36 months. Copies of the certifications must be part of the Shop Drawing submittal to the Designers, prior to installation. The submittal cannot be approved without this information.
- C. When programming the system, activate the automatic drift compensation feature for spot-type smoke detectors.
- D. Print a complete System Status and Programming Report, after the above steps have been completed. This must include the program settings for each alarm initiating device and the current sensitivity of each analog addressable smoke detector added under this contract. See paragraph "F".
- E. The manufacturer or authorized distributor must 100% test the site-specific software functions for the system added under this contract and then provide a detailed report or check list showing the system's operational matrix. This documentation must be part of the "System Status and Programming Report" required in paragraph "G". NOTE: If the elevator is sent to the designated level, then the matrix would indicate the specific control relay(s) for that function being commanded to operate for alarm from any lobby smoke detector other than the one located at the designated level, or the machine room smoke detector. The other scenarios under elevator capture would be similarly detailed in the matrix.
- F. Upon completion of the installation and its programming, the fire alarm technician shall test 10 percent of the existing undisturbed devices up to a maximum of 50 devices for proper response and indication, and all alarm notification appliances for effectiveness. Also, elevator capture shall be tested. The Engineer must be notified in advance of these tests, to permit witnessing them if desired.
- G. The Contractor must fill out and submit the following documentation to the Owner, through the Engineer, prior to the AHJ's system acceptance inspection:
- H. The NFPA 72-2013, Figure 4.5.2.1, "Record of Completion" Form. Use this form (no substitutes) to detail the system installation and also to certify that: (a) It was done per Code, and (b) The code-required reacceptance test was performed. If a representative of the AHJ, Owner, or Engineer witnesses the tests, they sign the last line of the form to signify that fact only (annotating the form as needed).
- I. The System Status and Programming Report described in paragraph "E". This must be generated on the day of the system acceptance inspection.

- J. After completion of the system test per paragraph "F" and submission of documentation per paragraph "G", the Contractor is to request the Engineer to set up an inspection. The system must operate for at least two days prior to this inspection.
- K. The fire alarm system will be inspected, with portions of it functionally tested. This will normally include the use of appropriate means to simulate smoke for testing detectors, as well as functionally testing the system interface with building controls, and any off-premises supervising station. This statistical (sampling) inspection is intended to assure that the contractor has properly installed the system and performed the reacceptance test as required by NFPA 72. The Contractor shall provide two-way radios, ladders, and other materials needed for testing the system (smoke candles, other smoke source, etc.).

### 3.03 MANUFACTURER'S FIELD SERVICES

- A. Prepare and start systems under provisions of Division 1.
- B. Include services of a manufacturer trained technical to supervise installation, adjustments, final connections, and system testing.

### 3.04 DOCUMENTATION

- A. The Contractor shall provide to the Engineer two bound copies of the following technical information for the additions to the fire alarm system provided under this contract, for transmittal to the Owner: (1) As-built wiring diagram showing loop numbers and device addresses, plus equipment terminal numbers, (2) Manufacturer's detailed maintenance requirements, (3) Technical literature on control modules.
- B. Complete configuration data (site-specific programming) for the system must be stored on electronic media and archived by the fire alarm system manufacturer or authorized distributor. A diskette or CD copy of this data shall be submitted to the Engineer for transmission to the Owner on the day the system is inspected.
- C. The manufacturer, or authorized distributor, must maintain software version (VER) records on the system installed. The system software shall be upgraded free of any charge if a new VER is released during the warranty period. For new VER to correct operating problems, free upgrade shall apply during the entire life of the system.
- D. A copy of the NFPA 72 "Record of Completion" signed by the engineer shall be placed inside the ERCSU in a plastic cover or other appropriate protection at the completion of the project.

### 3.05 IDENTIFICATION

- A. All junction boxes, conduit and conduit fittings shall be painted red and approved for fire alarm use.
- B. Assign each initiation device a unique number using the numbering convention currently in use with the existing fire alarm system. Place on the as-built plans, and also permanently mount on each detector's base so that it is readable standing on the floor below without having to remove the smoke detector.

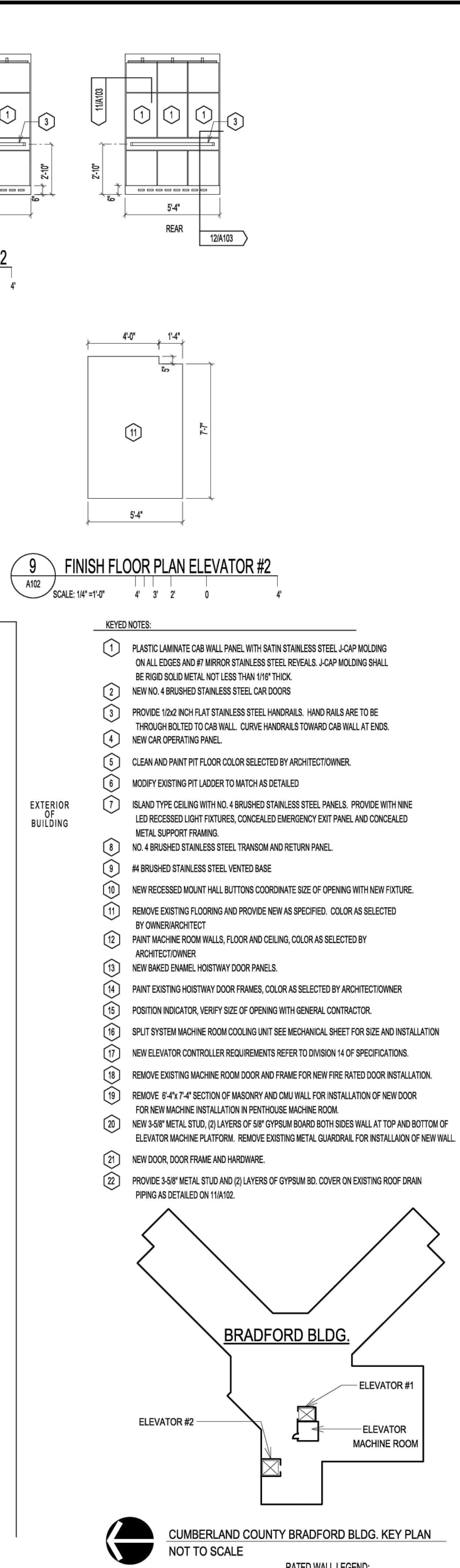
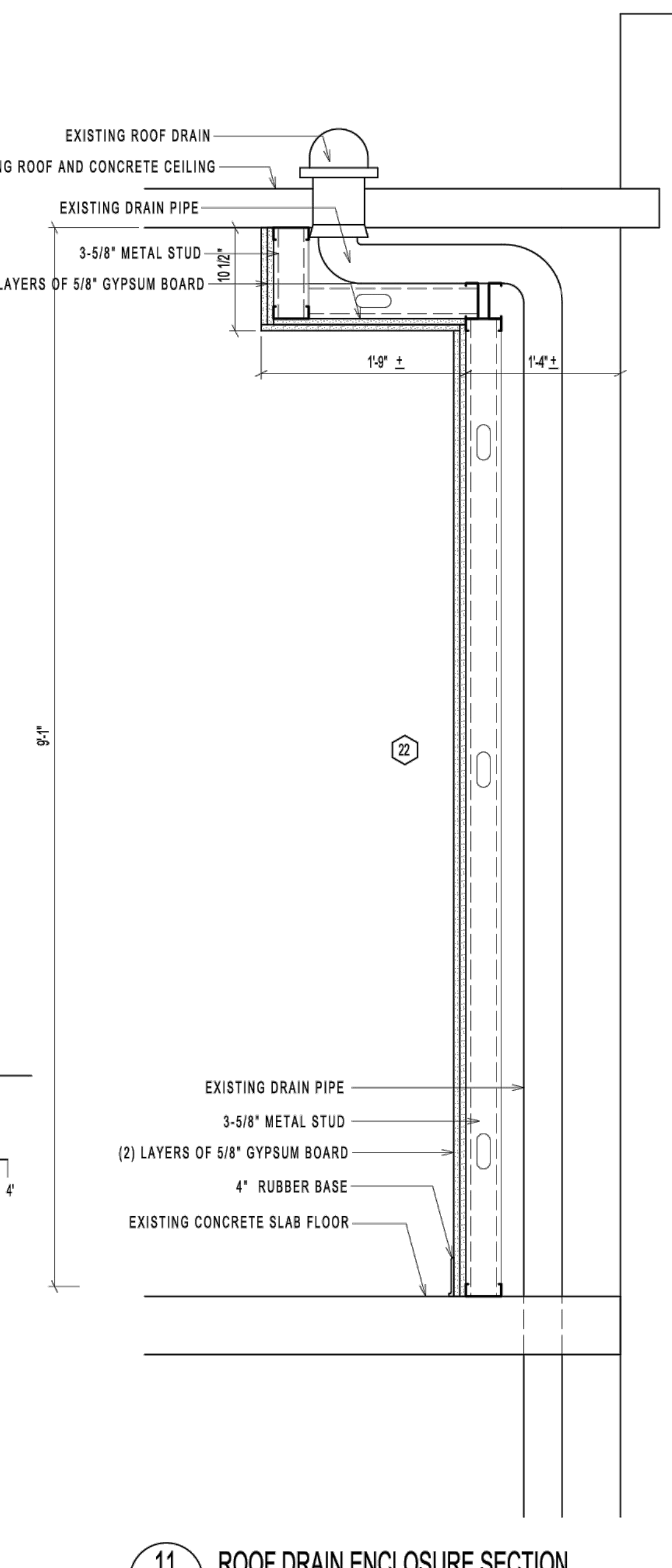
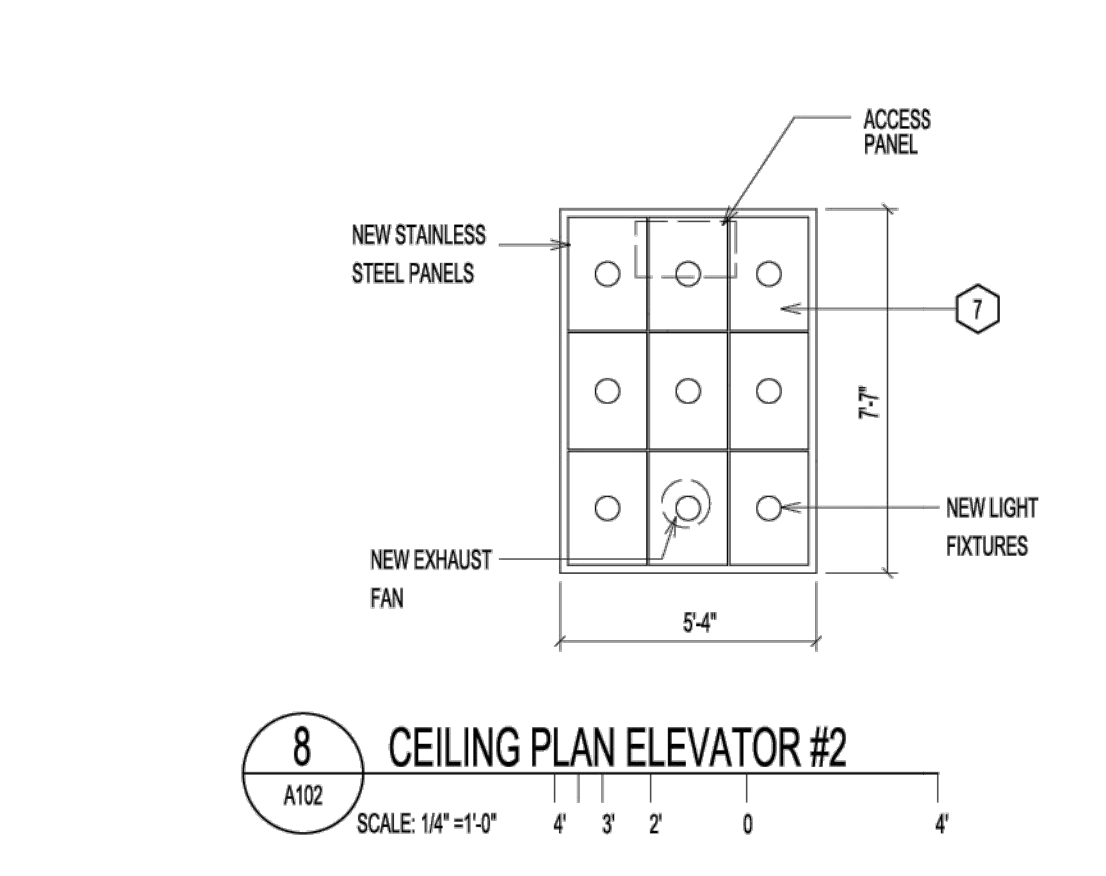
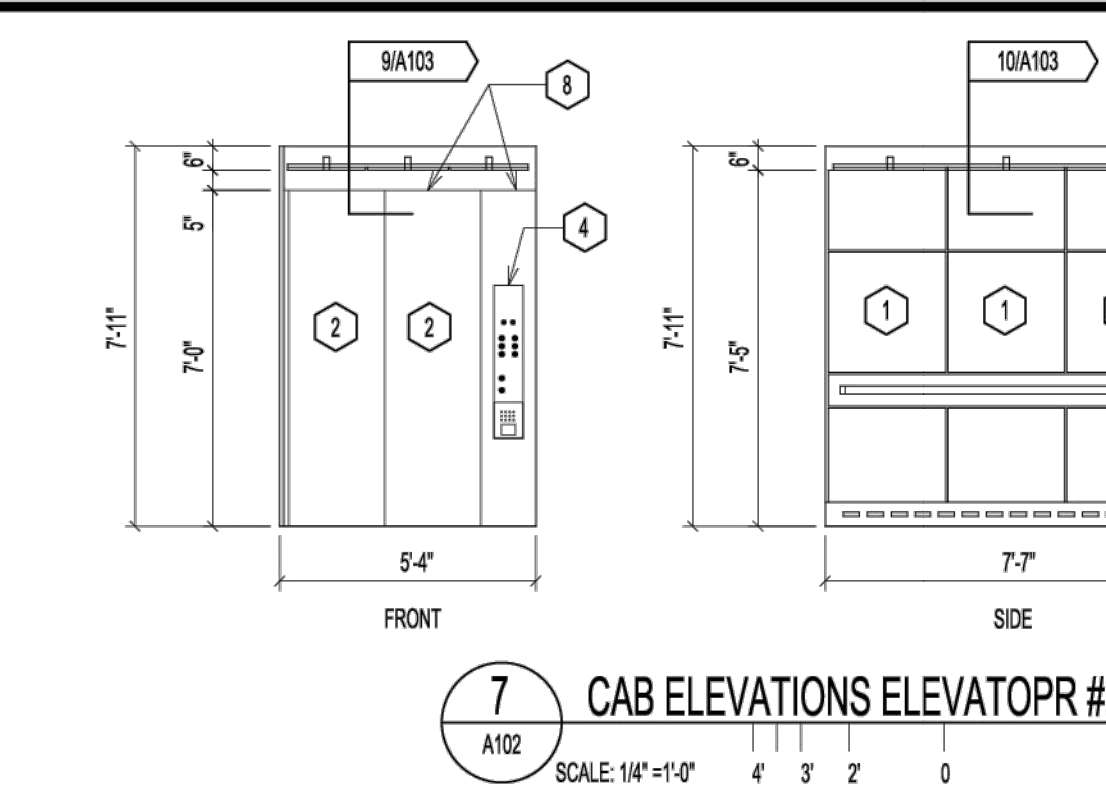
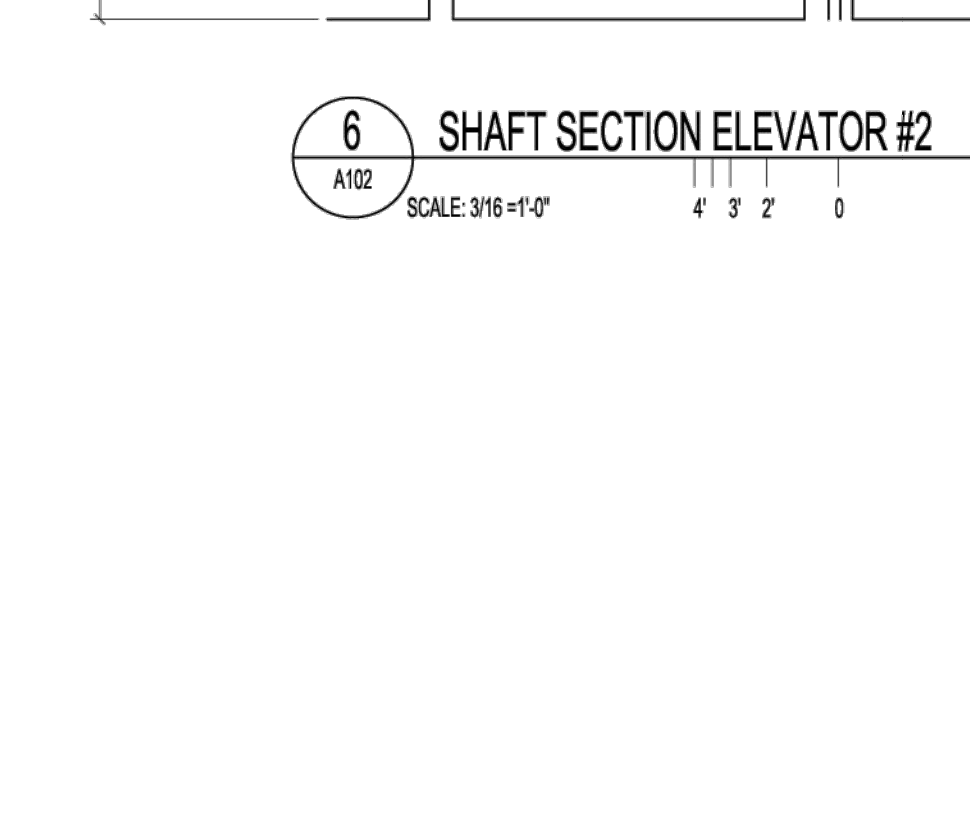
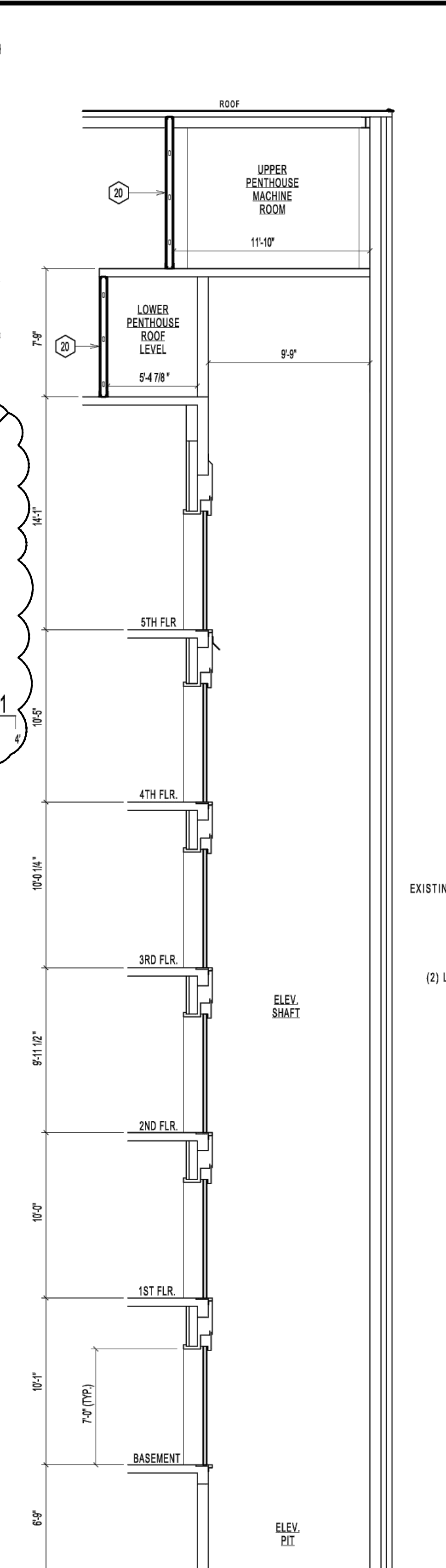
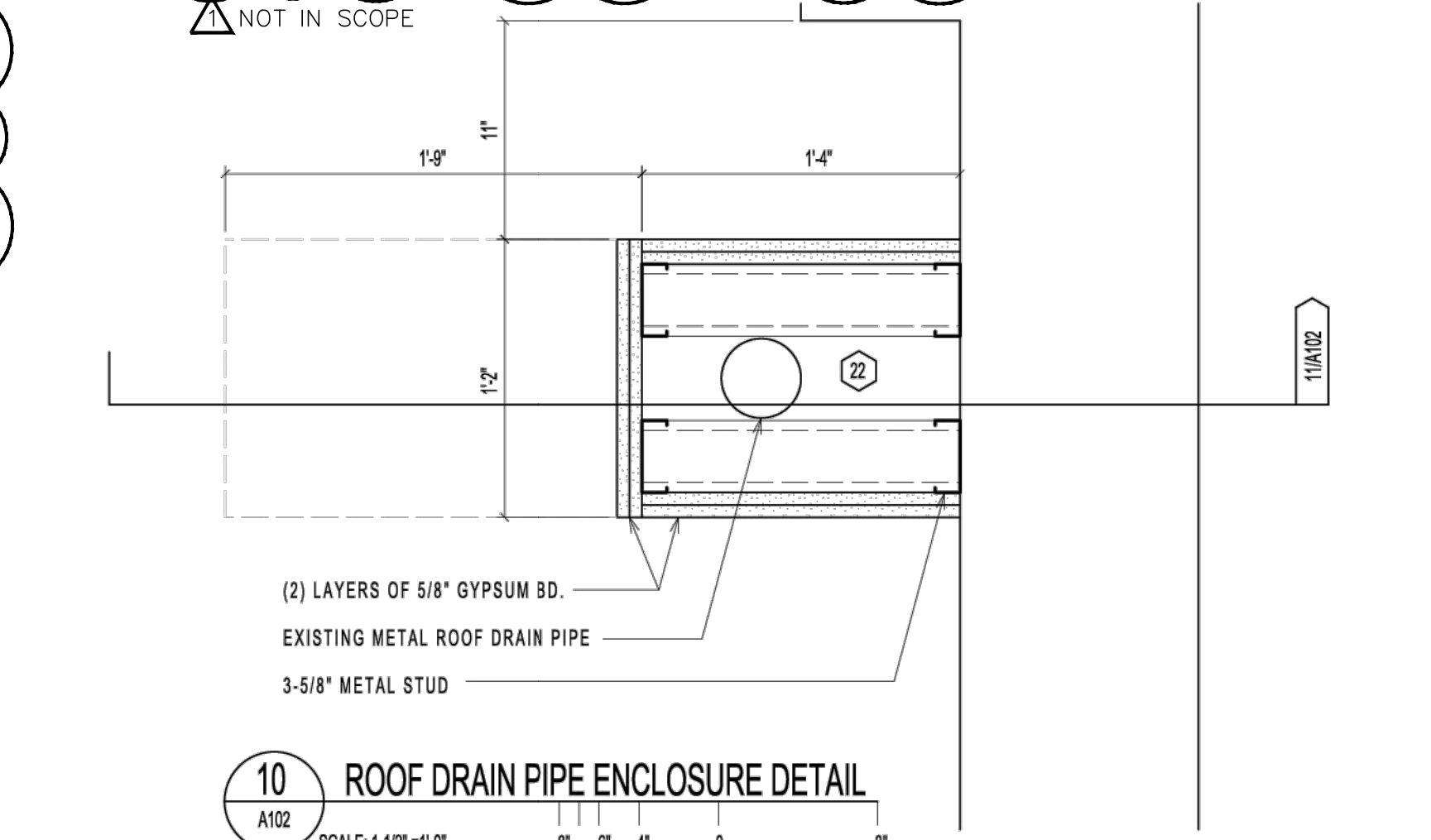
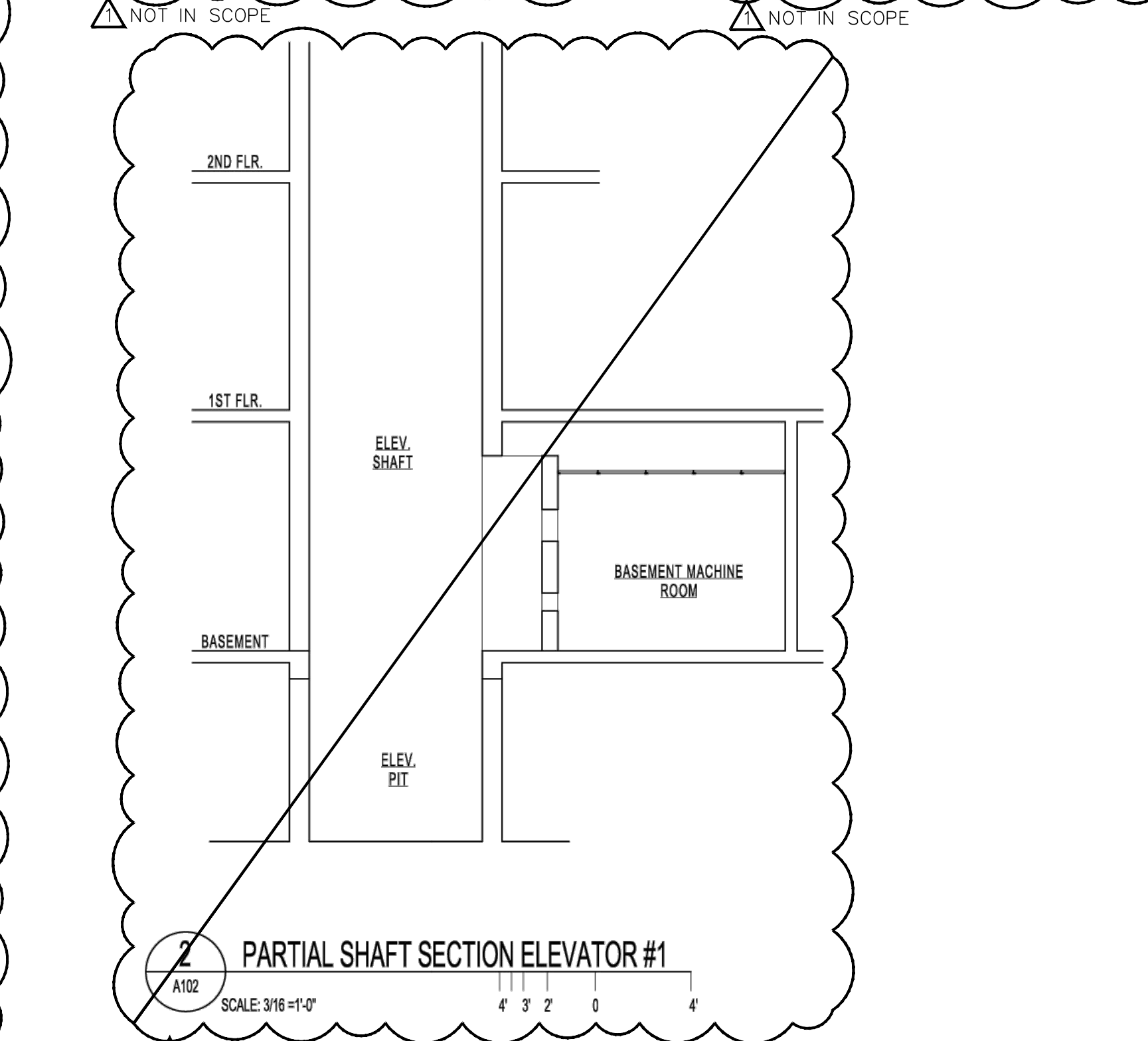
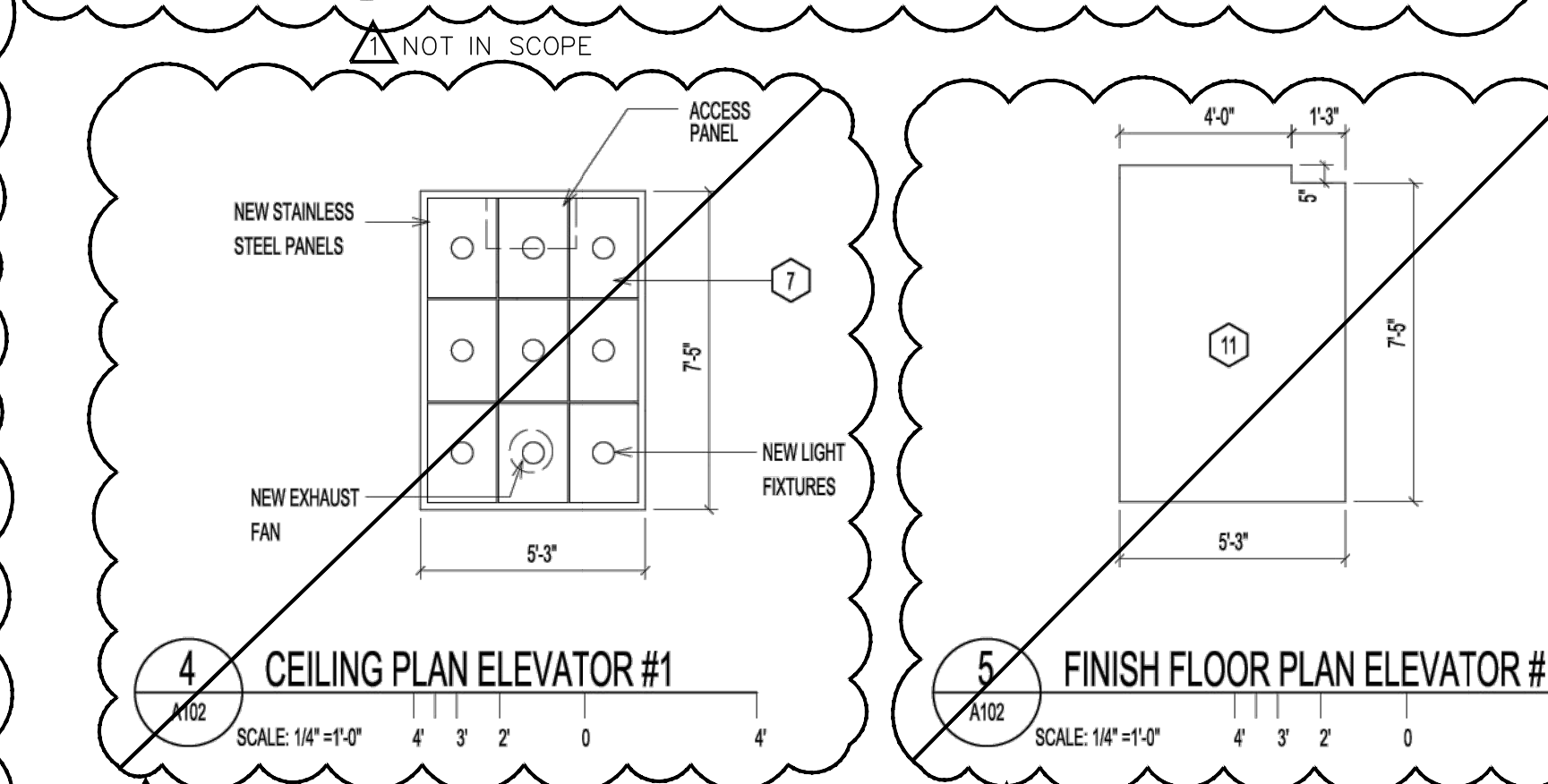
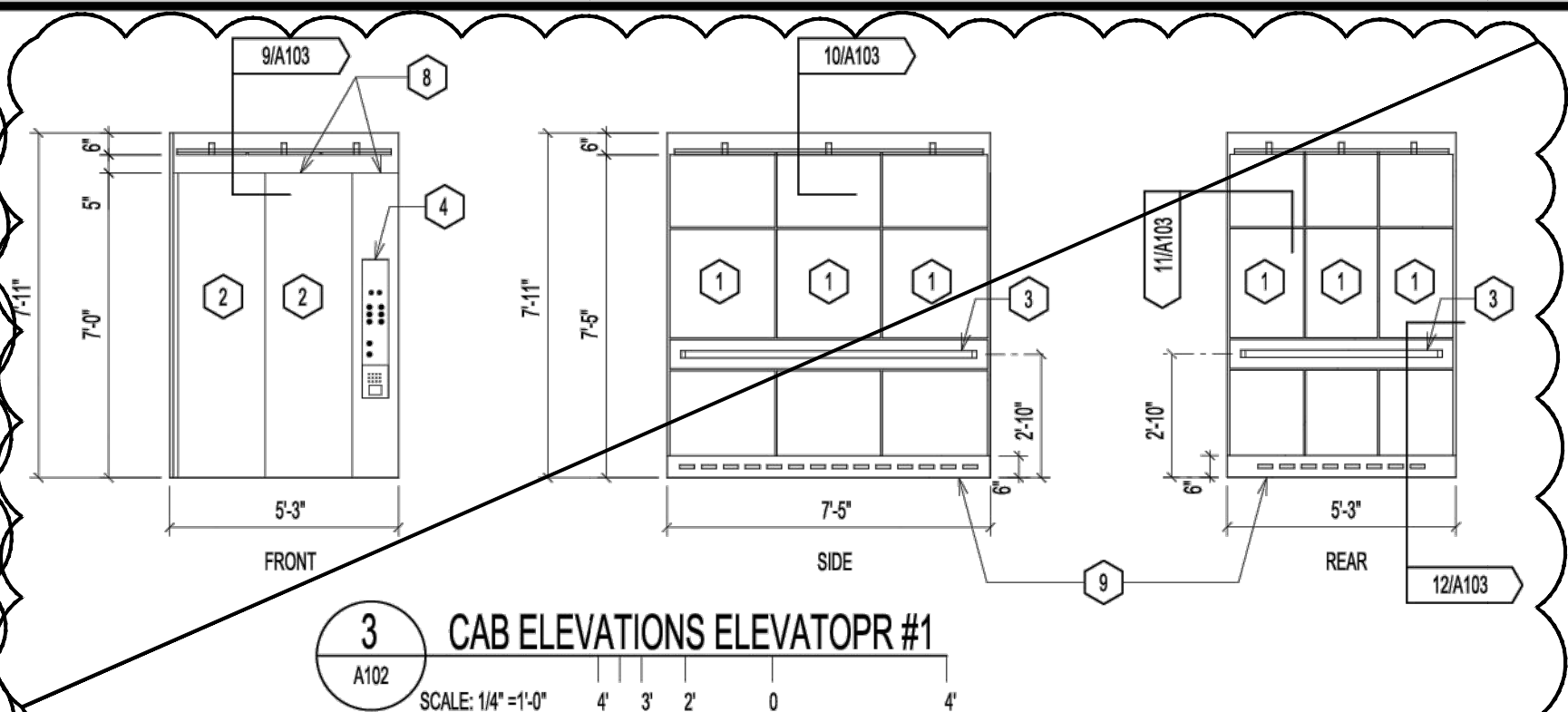
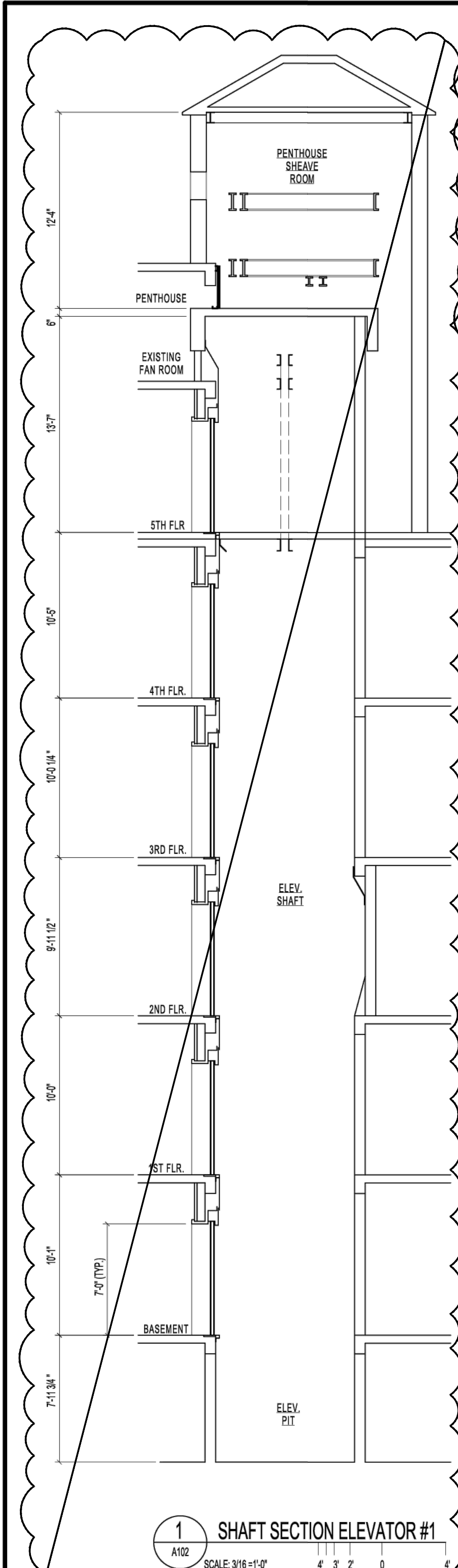
- C. All devices shall be labeled with nominally 1/2" wide clear adhesive tape with 1/8" black lettering.

END OF SECTION

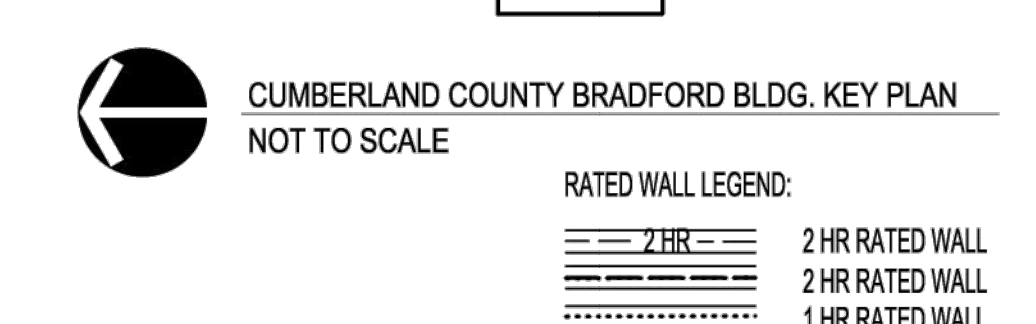








- KEYED NOTES:
- 1 PLASTIC LAMINATE CAB WALL PANEL WITH SATIN STAINLESS STEEL J-CAP MOLDING ON ALL EDGES AND #7 MIRROR STAINLESS STEEL REVEALS. J-CAP MOLDING SHALL BE RIGID SOLID METAL NOT LESS THAN 1/16" THICK.
  - 2 NEW NO. 4 BRUSHED STAINLESS STEEL CAR DOORS
  - 3 PROVIDE 10x2 INCH FLAT STAINLESS STEEL HANDRAILS. HAND RAILS ARE TO BE THROUGH BOLTED TO CAB WALL. CURVE HANDRAILS TOWARD CAB WALL AT ENDS.
  - 4 NEW CAR OPERATING PANEL
  - 5 CLEAN AND PAINT PIT FLOOR COLOR SELECTED BY ARCHITECT/OWNER.
  - 6 MODIFY EXISTING PIT LADDER TO MATCH AS DETAILED
  - 7 ISLAND TYPE CEILING WITH NO. 4 BRUSHED STAINLESS STEEL PANELS. PROVIDE WITH NINE LED RECESSED LIGHT FIXTURES. CONCEALED EMERGENCY EXIT PANEL AND CONCEALED METAL SUPPORT FRAMING.
  - 8 NO. 4 BRUSHED STAINLESS STEEL TRANSOM AND RETURN PANEL.
  - 9 #4 BRUSHED STAINLESS STEEL VENTED BASE
  - 10 NEW RECESSED MOUNT HALL BUTTONS COORDINATE SIZE OF OPENING WITH NEW FIXTURE.
  - 11 REMOVE EXISTING FLOORING AND PROVIDE NEW AS SPECIFIED. COLOR AS SELECTED BY OWNER/ARCHITECT
  - 12 PAINT MACHINE ROOM WALLS, FLOOR AND CEILING. COLOR AS SELECTED BY ARCHITECT/OWNER
  - 13 NEW BAKED ENAMEL HOISTWAY DOOR PANELS.
  - 14 PAINT EXISTING HOISTWAY DOOR FRAMES. COLOR AS SELECTED BY ARCHITECT/OWNER
  - 15 POSITION INDICATOR, VERIFY SIZE OF OPENING WITH GENERAL CONTRACTOR.
  - 16 SPLIT SYSTEM MACHINE ROOM COOLING UNIT SEE MECHANICAL SHEET FOR SIZE AND INSTALLATION
  - 17 NEW ELEVATOR CONTROLLER REQUIREMENTS REFER TO DIVISION 14 OF SPECIFICATIONS.
  - 18 REMOVE EXISTING MACHINE ROOM DOOR AND FRAME FOR NEW FIRE RATED DOOR INSTALLATION.
  - 19 REMOVE 6'-4"x7'-4" SECTION OF MASONRY AND CMU WALL FOR INSTALLATION OF NEW DOOR FOR NEW MACHINE INSTALLATION IN PENTHOUSE MACHINE ROOM.
  - 20 NEW 3-5/8" METAL STUD, (2) LAYERS OF 5/8" GYPSUM BOARD BOTH SIDES WALL AT TOP AND BOTTOM OF ELEVATOR MACHINE PLATFORM. REMOVE EXISTING METAL GUARDRAIL FOR INSTALLATION OF NEW WALL.
  - 21 NEW DOOR, DOOR FRAME AND HARDWARE.
  - 22 PROVIDE 3-5/8" METAL STUD AND (2) LAYERS OF GYPSUM BD. COVER ON EXISTING ROOF DRAIN PIPING AS DETAILED ON 11/A102



REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	APRIL 23, 2024	RTP	AS NOTED

DES. BY:	PROJECT NO.	DATE:	SCALE:
RDP	2877-Q	APRIL 23, 2024	AS NOTED

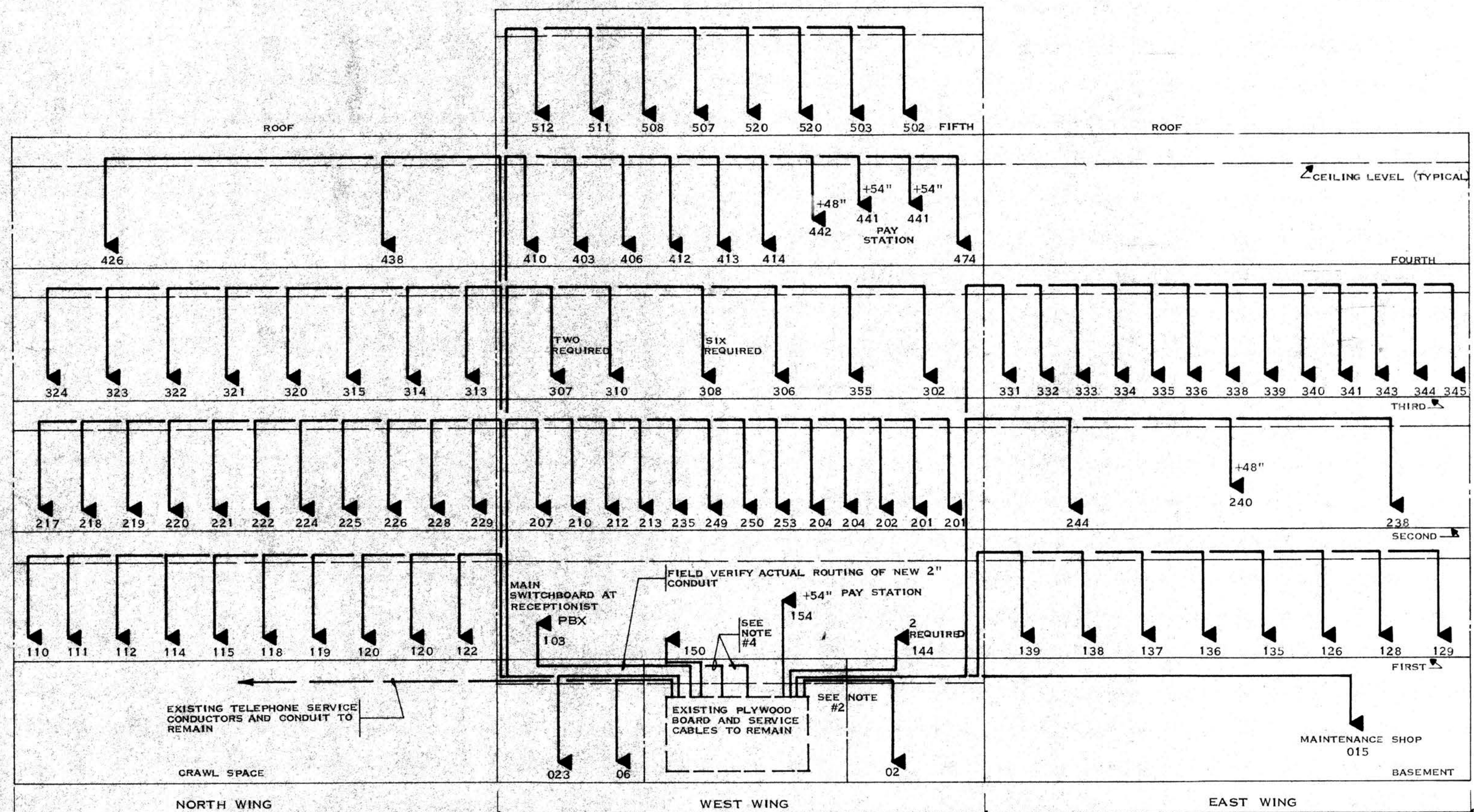
DWN. BY:	CHKD. BY:
RTP	RDP

CUMBERLAND COUNTY  
FAYETTEVILLE  
NORTH CAROLINA  
BRADFORD BUILDING ELEVATOR MODERNIZATION  
SHAFT SECTIONS AND CAB ELEVATIONS

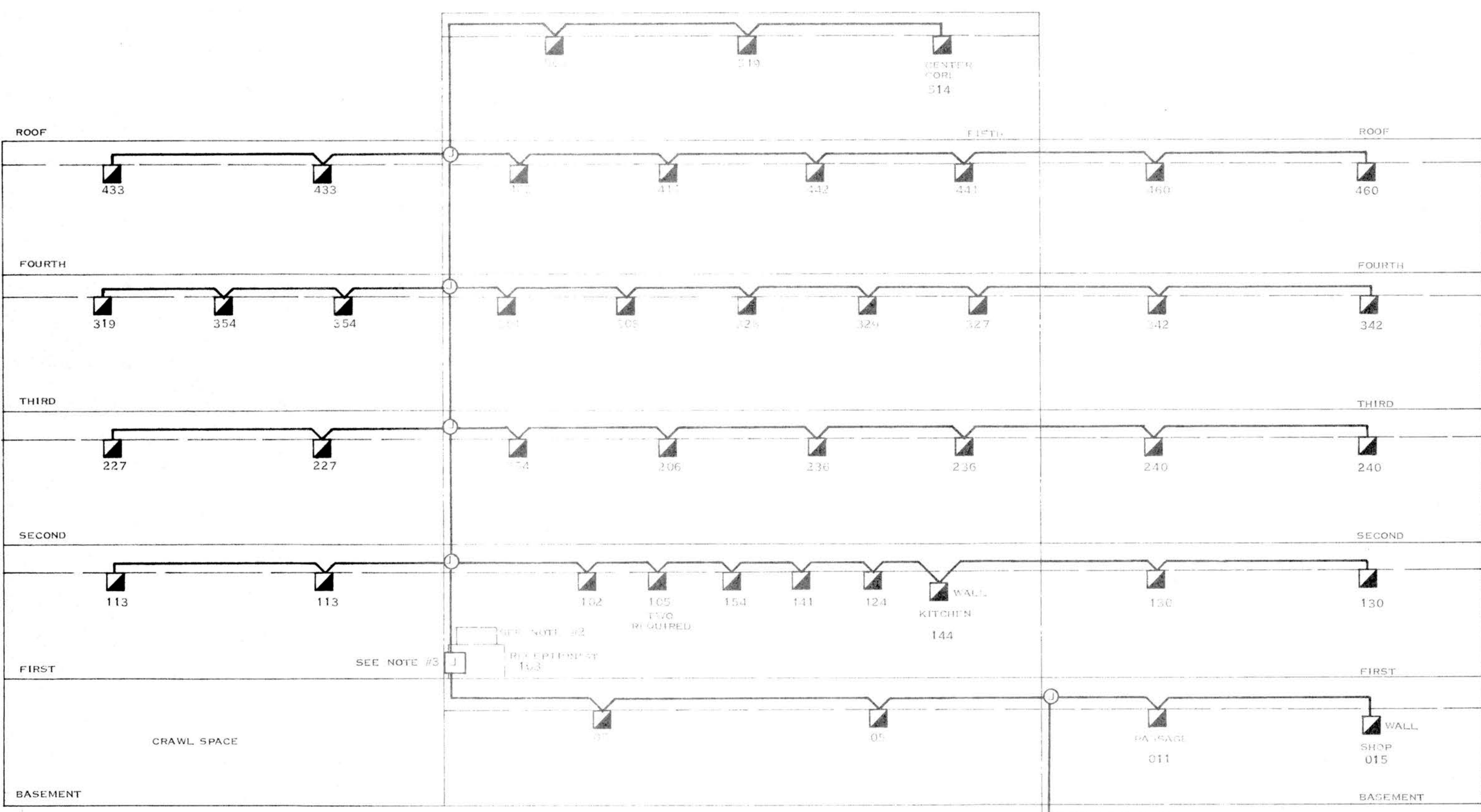
**Wooten**  
120 North Boylan Avenue • Raleigh, NC 27603-1423  
(919) 828-0531 • [info@wootencompany.com](mailto:info@wootencompany.com)  
License Number : F-0115

SHEET NO.  
**A102**





- NOTES:
1. PROVIDE NYLON PULL CORDS IN EACH CONDUIT.
  2. EACH CONDUIT SHALL BE TERMINATED 6" BELOW THE CEILING LEVEL AND SECURED TO THE WALL WITH INSULATED BUSHING AT THE ENDS.
  3. ALL CONDUIT SHALL BE 3/4" INDIVIDUAL RUNS FROM EACH TELEPHONE OUTLET SHOWN, UNLESS NOTED OTHERWISE.
  4. PROVIDE A 3/4" CONDUIT TO EACH ELEVATOR. FIELD VERIFY ACTUAL TERMINATION POINT.
  5. VERIFY ACTUAL ROUTING OF CONDUIT TO ALL TELEPHONE OUTLETS SHOWN.



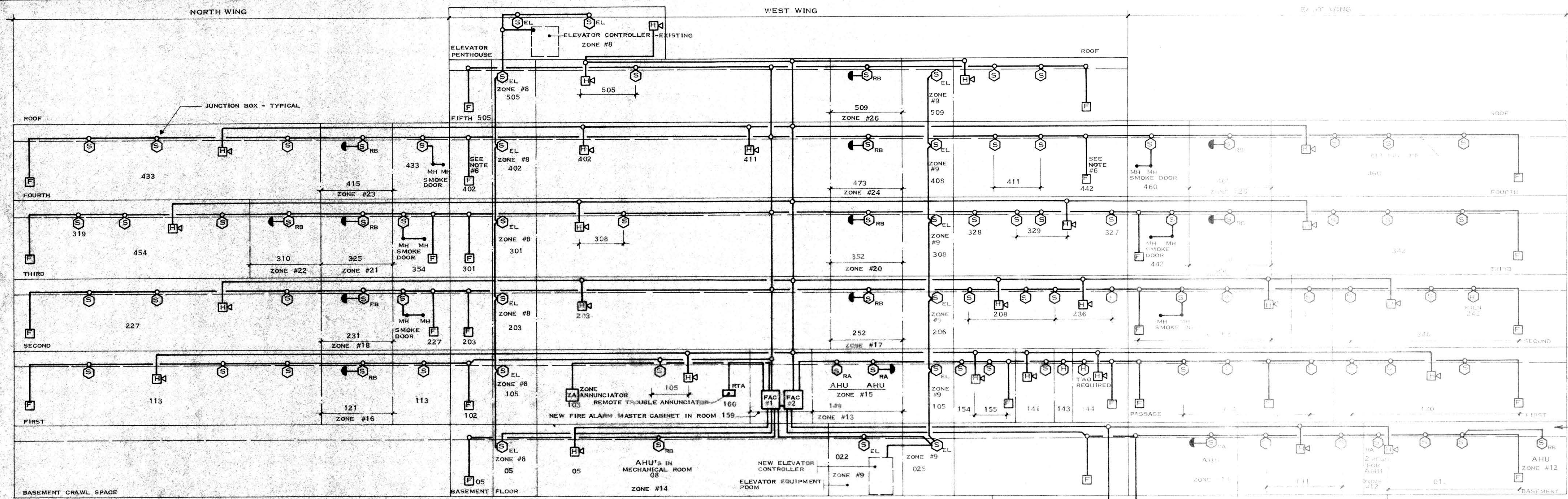
- NOTES:
1. PROVIDE ALL 3/4" CONDUIT, UNLESS DIRECTED OTHERWISE BY THE MANUFACTURER.
  2. RECONNECT THE NEW SPEAKERS SHOWN TO THE EXISTING ROSEN SHALLCROSS C100 AMPLIFIER.
  3. PROVIDE A NEW SERVICE RECESSED PULL BOX FOR THE NEW SPEAKER CABLE. FIELD AS SHOWN.
  4. CABLE SHALL BE PROVIDED FOR A COMPLETE AND OPERABLE SYSTEM.

## Telephone Riser

NOT TO SCALE

## Intercom System

NOT TO SCALE

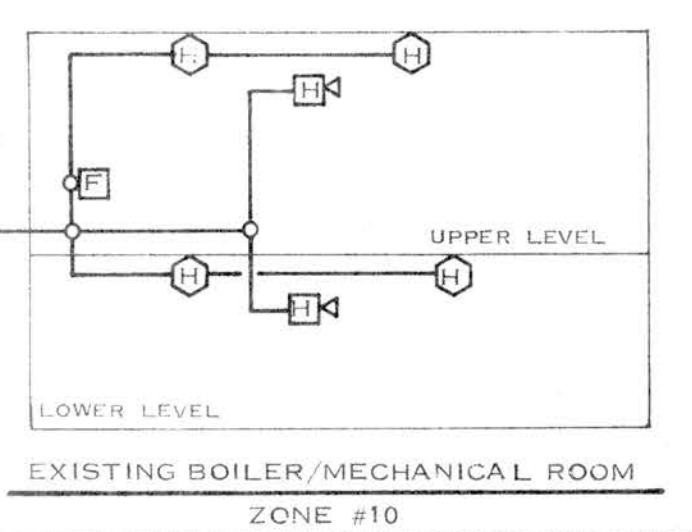


- NOTES:
1. ALL CONDUITS SHALL BE SIZED AND PROVIDED PER MANUFACTURERS REQUIREMENTS.
  2. ALL NECESSARY WIRING SHALL BE PROVIDED FOR A COMPLETE OPERABLE SYSTEM PER MANUFACTURERS REQUIREMENTS.
  3. ALL INSTALLATION SHALL BE PROVIDED PER STATE, LOCAL, AND NATIONAL CODES.
  4. A CERTIFICATE OF COMPLIANCE AND COMPLETION OF THE SYSTEM SHALL BE PROVIDED TO THE ENGINEER IN WRITING, UPON COMPLETION OF THE PROJECT.
  5. THE ELEVATOR SMOKE DETECTORS SHALL BE ON A SEPARATE ZONE AND SO WIRED TO THE ELEVATOR CONTROLLER TO CONTROL THE ELEVATOR IN CASE OF A FIRE, IN ACCORDANCE WITH THE STATE BUILDING CODE.
  6. PROVIDE A PULL STATION PROTECTIVE COVER FOR THE FOURTH FLOOR NORTH AND EAST WINGS. THE COVER SHALL BE EQUAL TO SAFETY TECHNOLOGY - STOPPER II, CONNECT AS REQUIRED.

**FIRE ALARM ZONES**

NOTE: 1. EACH FLOOR WILL BE ON A SEPARATE ZONE, AS NOTED BELOW, UNLESS OTHERWISE NOTED ON THE RISE. 2. ALL BELLS WILL ALARM IF ANY INITIATING DEVICE IS ACTIVATED.

SUB-BASEMENT	ZONE #1
BASEMENT	ZONE #2
FIRST FLOOR	ZONE #3
SECOND FLOOR	ZONE #4
THIRD FLOOR	ZONE #5
FOURTH FLOOR	ZONE #6
FIFTH FLOOR	ZONE #7
EXISTING ELEVATOR AND LOBBY	ZONE #8
NEW ELEVATOR AND LOBBY	ZONE #9
MECHANICAL ROOM	SEE RISERS
BOILER ROOM	ZONE #10
MECHANICAL EQUIPMENT ROOMS:	
SUB-BASEMENT	ZONE #11
015, MAINTENANCE SHOP	ZONE #12
BASEMENT 013	ZONE #13
BASEMENT 08	ZONE #14
FIRST FLOOR 149	ZONE #15
FIRST FLOOR 121	ZONE #16
SECOND FLOOR 282	ZONE #17
SECOND FLOOR 231	ZONE #18
THIRD FLOOR 330	ZONE #19
THIRD FLOOR 352	ZONE #20
THIRD FLOOR 325	ZONE #21
THIRD FLOOR 310	ZONE #22
FOURTH FLOOR 415	ZONE #23
FOURTH FLOOR 473	ZONE #24
FOURTH FLOOR 465	ZONE #25
FIFTH FLOOR 509	ZONE #26



CONSULTING ENGINEERS:  
PROGRESSIVE DESIGN COLLABORATIVE, LTD.

POST OFFICE BOX: 19323  
4904 WATERS EDGE DRIVE  
RALEIGH, NORTH CAROLINA 27609  
PHONE: 919-851-8030



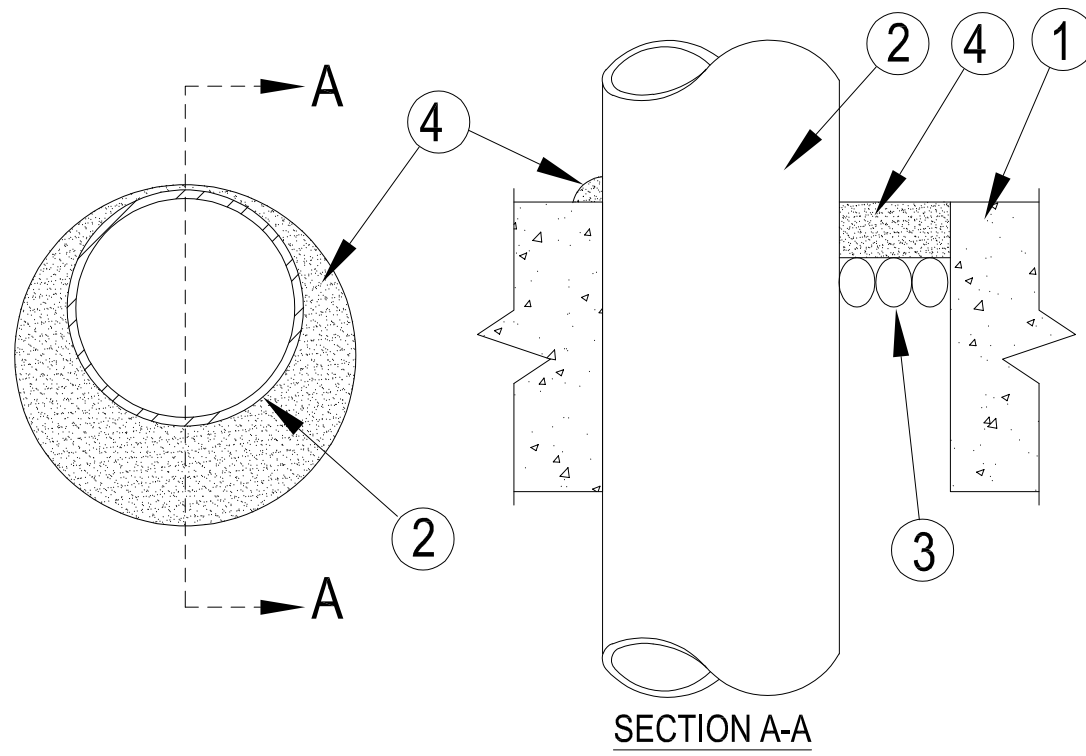
## Fire Alarm Riser

NOT TO SCALE



SYSTEM NO. CAJ1044

MARCH 15, 2007  
T RATING - 0 HR  
F RATINGS - 2.3 AND 4 HR (SEE ITEMS 2A AND 4)  
L RATING AT AMBIENT - 2 CFM/SQ FT  
L RATING AT 400 F - LESS THAN 1 CFM/SQ FT  
W RATING - CLASS 1 (SEE ITEM 4)



1. FLOOR OR WALL ASSEMBLY - LIGHTWEIGHT OR NORMAL WEIGHT (100-150 PCF OR 1600-2400 THICKNESS OF SOLID CONCRETE FLOOR OR WALL ASSEMBLY IS 4-12 IN. (114 MM). FLOOR MAY ALSO BE CONSTRUCTED OF ANY MIN 6 IN.(152 MM) THICK UL CLASSIFIED HOLLOW CORE PRECAST CONCRETE UNITS\*. WHEN FLOOR IS CONSTRUCTED OF HOLLOW CORE PRECAST CONCRETE UNITS, PACKING MATERIAL (ITEM 3) AND CAULK FILL MATERIAL (ITEM 4) TO BE INSTALLED SYMMETRICALLY ON BOTH SIDES OF FLOOR. FLUSH WITH FLOOR SURFACE. WALL ASSEMBLY MAY ALSO BE CONSTRUCTED OF ANY UL CLASSIFIED CONCRETE BLOCKS\*. MAX DIAM OF OPENING IN SOLID LIGHTWEIGHT OR NORMAL WEIGHT CONCRETE FLOOR IS 32 IN. (813 MM). MAX DIAM OF OPENING IN FLOOR CONSTRUCTED OF HOLLOW-CORE PRECAST CONCRETE UNITS IS 7 IN. (178 MM)

SEE CONCRETE BLOCKS (CAZT) AND PRECAST CONCRETE UNITS (CFTV) CATEGORIES IN THE FIRE RESISTANCE DIRECTORY FOR NAMES OF MANUFACTURERS.

1A. STEEL SLEEVE - (OPTIONAL, NOT SHOWN) - NOM 16 IN. (406 MM) DIAM (OR SMALLER) SCHEDULE 10 (OR HEAVIER) STEEL SLEEVE CAST OR GROUTED INTO FLOOR ALL ASSEMBLY. SLEEVE MAY EXTEND A MAX OF 2 IN. (51 MM) ABOVE TOP OF FLOOR OR BEYOND EITHER SURFACE OF WALL. AS AN ALTERNATE, NOM 16 IN. (406 MM) DIAM (OR SMALLER) MIN 0.028 (0.71 MM) THICK GALVANIZED SHEET STEEL SLEEVE CAST OR GROUTED INTO FLOOR OR WALL ASSEMBLY FLUSH WITH FLOOR OR WALL SURFACES.

2. THROUGH PENETRANTS - ONE METALLIC PIPE, CONDUIT OR TUBING TO BE INSTALLED EITHER CONCENTRICALLY OR ECCENTRICALLY WITHIN THE FIRESTOP SYSTEM. MAX ANNULAR SPACE BETWEEN PIPE, CONDUIT OR TUBING AND EDGE OF THROUGH OPENING OR SLEEVE IS DEPENDENT ON THE PARAMETERS SHOWN IN ITEM 4. MIN ANNULAR SPACE BETWEEN PIPE OR CONDUIT AND EDGE OF THROUGH OPENING IS 0 IN. (POINT CONTACT). MAX ANNULAR SPACE TO BE AS SHOWN IN THE TABLE IN ITEM 4. PIPE, CONDUIT OR TUBING TO BE RIGIDLY SUPPORTED ON BOTH SIDES OF FLOOR OR WALL ASSEMBLY. THE FOLLOWING TYPES AND SIZES OF METALLIC PIPES, CONDUITS OR TUBING MAY BE USED:

A. STEEL PIPE - NOM 30 IN. (762 MM) DIAM (OR SMALLER) SCHEDULE 10 (OR HEAVIER) STEEL PIPE.  
B. IRON PIPE - NOM 30 IN. (762 MM) DIAM (OR SMALLER) CAST OR DUCTILE IRON PIPE.  
C. CONDUIT - NOM 6 IN. (152 MM) DIAM (OR SMALLER) RIGID STEEL CONDUIT.  
D. CONDUIT - NOM 4 IN. (102 MM) DIAM (OR SMALLER) STEEL ELECTRICAL METALLIC TUBING.  
E. COPPER TUBING - NOM 6 IN. (152 MM) DIAM (OR SMALLER) TYPE L (OR HEAVIER) COPPER TUBE.  
F. COPPER PIPE - NOM 6 IN. (152 MM) DIAM (OR SMALLER) REGULAR (OR HEAVIER) COPPER PIPE.

3. PACKING MATERIAL - POLYETHYLENE BACKER ROD OR NOM 1 IN. (25 MM) THICKNESS OF TIGHTLY-PACKED MINERAL WOOL BATT OR GLASS FIBER INSULATION FIRMLY PACKED INTO OPENING AS A PERMANENT FORM. PACKING MATERIAL TO BE RECESSED FROM TOP SURFACE OF FLOOR OR FROM BOTH SURFACES OF WALL AS REQUIRED TO ACCOMMODATE THE REQUIRED THICKNESS OF CAULK FILL MATERIAL (ITEM 4).

3A. FORMING MATERIAL\* - AS AN ALTERNATE TO THE PACKING MATERIAL IN ITEM 3, NOM 4 IN. (102 MM) WIDE STRIPS OF MIN 1/2 IN. (13 MM) THICK COMPRESSIBLE MAT TO BE STACKED TO A THICKNESS GREATER THAN THE WIDTH OF THE ANNULAR SPACE AND COMPRESSION-FITTED. EDGE-FIRST. TO FILL THE ANNULAR SPACE TO A MIN 4 IN. (102 MM) DEPTH. AS AN OPTION, THE STRIPS OF MIN 1/2 IN. (13MM) THICK COMPRESSIBLE MAT MAY BE FOLDED IN HALF, LENGTHWISE, AND STACKED TO A THICKNESS GREATER THAN THE WIDTH OF THE ANNULAR SPACE AND COMPRESSION-FITTED. EDGE-FIRST, TO FILL THE ANNULAR SPACE TO A MIN 2 IN. (51 MM) DEPTH. TOP OF FORMING MATERIAL TO BE RECESSED FROM TOP SURFACE OF FLOOR OR FROM BOTH SURFACES OF WALL AS NECESSARY TO ACCOMMODATE THE REQUIRED THICKNESS OF CAULK FILL MATERIAL.

3M COMPANY - FIRE BARRIER PACKING MATERIAL

4. FILL, VOID OR CAVITY MATERIAL\* - CAULK, SEALANT - APPLIED TO FILL THE ANNULAR SPACE FLUSH WITH TOP SURFACE OF FLOOR. IN WALL ASSEMBLIES, REQUIRED CAULK THICKNESS TO BE INSTALLED SYMMETRICALLY ON BOTH SIDES OF WALL. FLUSH WITH WALL SURFACE. AT POINT CONTACT LOCATION BETWEEN PENETRANT AND SLEEVE OR BETWEEN PENETRANT AND CONCRETE, A MIN 1/4 IN. (6 MM) DIAM BEAD OF CAULK SHALL BE APPLIED AT TOP SURFACE OF FLOOR AND AT BOTH SURFACES OF WALL. THE HOURLY F RATINGS AND THE MIN REQUIRED CAULK THICKNESSES ARE DEPENDENT UPON A NUMBER OF PARAMETERS, AS SHOWN IN THE FOLLOWING TABLE:

MIN FLOOR OR WALL THKNS. IN. (MM)	NOM PIPE TUBE OR CONDUIT DIAM IN. (MM)	MAX ANNULAR SPACE IN. (MM)	MIN CAULK THKNS IN. (MM)	F RATING HR
2-1/2 (64)	1/2-1/2 (13-305)	1-3/8 (35)	1/2 (13)	2
2-1/2 (64)	1/2-1/2 (13-305)	3-1/4 (83)	1 (25)	2
4-1/2 (114)	1/2-6 (13-152)	1-3/8 (35)	1/4 (6) (A)	2
4-1/2 (114)	1/2-1/2 (13-305)	1-1/4 (32)	1/2 (13)	3
4-1/2 (114)	1/2-20 (13-508)	2 (51)	1 (25)	3
4-1/2 (114)	1/2-20 (13-508)	2 (51)	1 (25)	3
4-1/2 (114)	1/2-12 (13-305)	3-1/4 (83)	1 (25)	3
4-1/2 (114)	22-30 (558-762)	2 (51)	2 (51)	3
5-1/2 (140)	1/2-6 (13-152)	1-3/8 (35)	1 (25) (B)	4

A. MIN 2 IN. (51 MM) THICKNESS OF MINERAL WOOL BATT INSULATION OR FORMING MATERIAL (ITEM 3A) REQUIRED IN ANNULAR SPACE.

B. MIN 1 IN. (25 MM) THICKNESS OF MINERAL WOOL BATT INSULATION REQUIRED IN ANNULAR SPACE ON BOTH SIDES OF FLOOR OR WALL ASSEMBLY. MIN 1 IN. (25 MM) THICKNESS OF CAULK TO BE INSTALLED FLUSH WITH EACH SURFACE OF FLOOR OR WALL ASSEMBLY.

3M COMPANY - CP 25WB + OR FB-3000 WT. (NOTE: W RATING APPLIES ONLY WHEN FB-3000WT SEALANT IS USED.)

\*BEARING THE UL CLASSIFICATION MARKING

COPYRIGHT 2010 BY UNDERWRITERS LABORATORIES INC.

1  
E100  
RATED CONCRETE WALL PENETRATION DETAIL  
NO SCALE

## ELECTRICAL ABBREVIATIONS:

A	AMPERES	KW	KILOWATTS
AF	FUSE AMPERE RATING	MC	MECHANICAL CONTRACTOR
AFF	ABOVE FINISHED FLOOR	MCB	MAIN CIRCUIT BREAKER
ATS	AUTOMATIC TRANSFER SWITCH	M.E.R.	MECHANICAL EQUIPMENT ROOM
C	CONDUIT	NF	NON-FUSED
CKT.	CIRCUIT	P	POLE
ECB	ENCLOSED CIRCUIT BREAKER	PH	PHASE
EC	ELECTRICAL CONTRACTOR	P.NL.	PANEL
EVC	ELEVATOR CONTRACTOR	SN	SOLID NEUTRAL
ERCSU	ELEVATOR RECALL CONTROL AND SUPERVISORY UNIT	UTP	UNSHIELDED TWISTED PAIR
EX	EXISTING	V	VOLTS
FA	FIRE ALARM	VA	VOLT-AMPERES
FACP	FIRE ALARM CONTROL PANEL	W	WIRE, WATTS
G	EQUIPMENT GROUNDING CONDUCTOR	WP	WEATHERPROOF
GF	GROUND FAULT CIRCUIT INTERRUPTER		
KVA	KILOVOLT-AMPERES		

## ELECTRICAL SYMBOL LEGEND

	LIGHT FIXTURE, CEILING MOUNTED		FIRE ALARM SYSTEM SMOKE DETECTOR
	LIGHT FIXTURE, WALL MOUNTED		FIRE ALARM SYSTEM HEAT DETECTOR
	LINEAR LIGHT FIXTURE		FIRE ALARM SYSTEM RELAY MODULE - HAT SIGNAL
	EMERGENCY LIGHTING UNIT		FIRE ALARM SYSTEM RELAY MODULE - DESIGNATED RECALL LEVEL
	TOGGLE SWITCH, SINGLE POLE		FIRE ALARM SYSTEM RELAY MODULE - ALTERNATE RECALL LEVEL
	TOGGLE SWITCH, 3 WAY		FIRE ALARM SYSTEM CONTROL MODULE
	DUPLEX RECEPTACLE		FIRE ALARM SYSTEM MONITOR MODULE
	PANELBOARD		FIRE ALARM SYSTEM PULL STATION
	JUNCTION BOX		FIRE ALARM SYSTEM A/V NOTIFICATION APPLIANCE
	DISCONNECT SWITCH		
	BRANCH CIRCUIT HOME RUN TO PANELBOARD		
	WIRING IN CONDUIT, 3#12 CONDUCTORS IN 3/4\"/>		
	CONDUIT UNLESS OTHERWISE NOTED.		
	EX. ADJACENT TO A CONDUIT, FIXTURE, EQUIPMENT, OR DEVICE INDICATES EXISTING TO REMAIN		

TABLE "A" - WORKING CLEARANCES				
VOLTAGE TO GROUND, NOMINAL	CONDITION:	1	2	3
		MIN. CLEAR DISTANCE (FEET)		
0-150		3	3	3
151-400		3	3½	4

WHERE THE CONDITIONS ARE AS FOLLOWS:  
1. EXPOSED LIVE PARTS ON ONE SIDE AND NO LIVE OR GROUNDING PARTS ON THE OTHER SIDE OF THE WORKING SPACE, OR EXPOSED LIVE PARTS ON BOTH SIDES EFFECTIVELY GAUDED BY SUITABLE WOOD OR OTHER INSULATING MATERIALS. INSULATED WIRE OR INSULATED BUSBARS OPERATING AT NOT OVER 300 VOLTS SHALL NOT BE CONSIDERED LIVE PARTS.

2. EXPOSED LIVE PARTS ON ONE SIDE AND GROUNDING PARTS ON THE OTHER SIDE.

3. EXPOSED LIVE PARTS ON BOTH SIDES OF THE WORK SPACE (NOT GUARDED AS PROVIDED IN CONDITION 1) WITH THE OPERATOR BETWEEN.

NOTE: THIS INCLUDES BUT IS NOT LIMITED TO PANELBOARDS, SAFETY SWITCHES, MOTOR STARTERS, JUNCTION BOXES AND OTHER ELECTRIC EQUIPMENT.

30" OR WIDTH OF EQUIPMENT IF EQUIPMENT IS WIDER THAN 30". DOES NOT HAVE TO BE CENTERED ON THE EQUIPMENT BUT AT LEAST EVEN WITH ONE SIDE. EQUIPMENT DOOR SHALL BE ABLE TO OPEN AT LEAST 90 DEG.

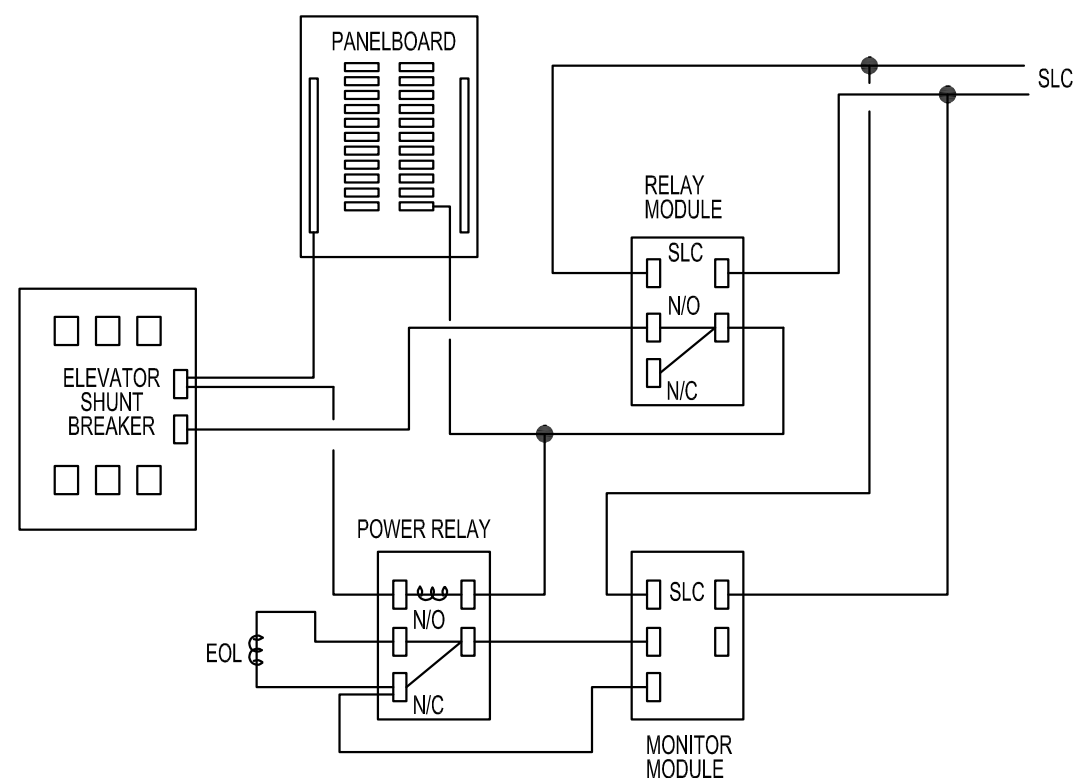
NOTE: NO PIPING, DUCTS OR EQUIPMENT FOREIGN TO THE ELECTRICAL EQUIPMENT OR ARCHITECTURAL APPURTENANCES SHALL BE PERMITTED TO BE INSTALLED IN, ENTER OR PASS THROUGH THE DEDICATED SPACES SHOWN ABOVE.

2  
E100  
NO SCALE  
DEDICATED WORKING SPACE REQUIREMENTS FOR ELECTRICAL EQUIPMENT



## LIGHT FIXTURE SCHEDULE

MARK	FIXTURE DESCRIPTION	MOUNTING	SOURCE				VOLT S	CONTRO L	FINISH	FIXTURE IS BASED ON THE PERFORMANCE AND APPEARANCE OF THE FOLLOWING MANUFACTURER'S SERIES (OR EQUAL)	NOTE NO.
			TYPE	LUMENS	COLOR	WATTS					
A	VAPOR TIGHT, 4FT, LINEAR,POLYCARBONATE HOUSING WITH IP65 RATING, WATTAGE AND COLOR TEMPERATURE SELECTABLE, CONTROL READY.	SURFACE	LED	2990/4550/6240	4000K	23, 35,48	120/27 7	0-10V DIMMING	WHITE	MAXLITE - LSV4U23WCSCR	1
NOTES: 1 FIELD ADJUST THE LUMENS FOR 4550 LUMENS, 4000K COLOR TEMPERATURE.											



## Shunt Trip Detail

NTS

## REVISIONS

REV - 01

2877-Q

PROJECT NO.

HMB

DES. BY:

DWN BY:

CHKD BY:

DATE

SCALE:

AS NOTED

APRIL 23, 2023

HMB

APRIL 23, 2023

APRIL 23, 2023

APRIL 23, 2023

APRIL 23, 2023

APRIL 23, 2023

APRIL 23, 2023

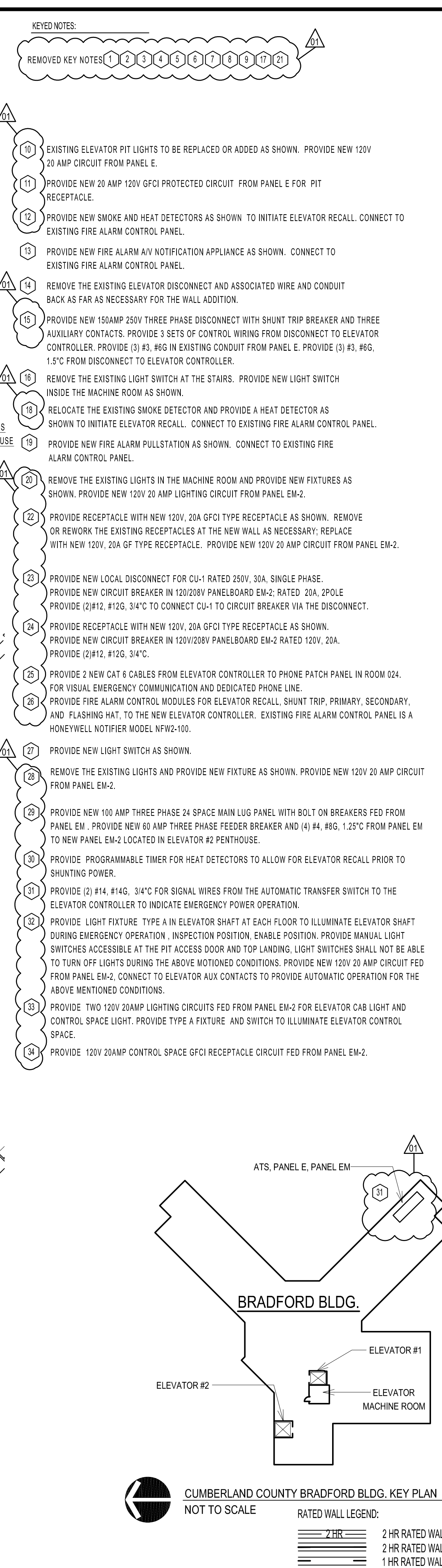
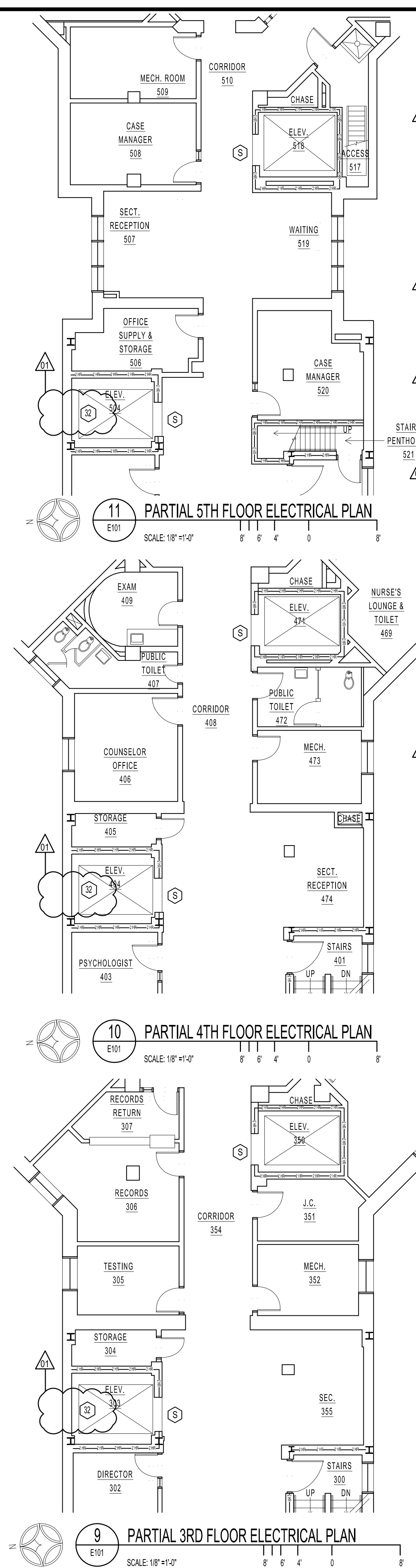
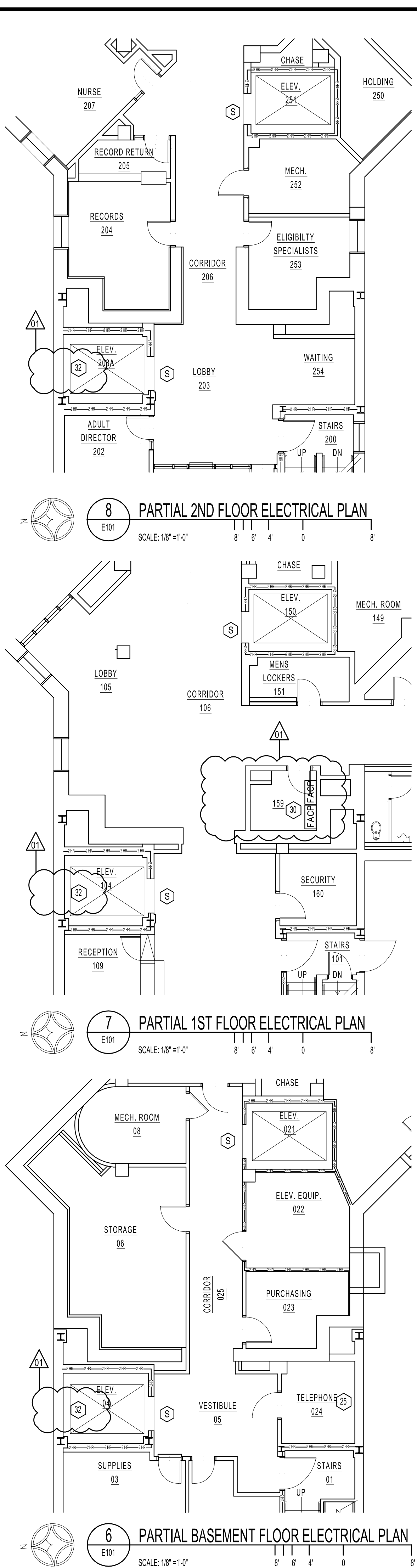
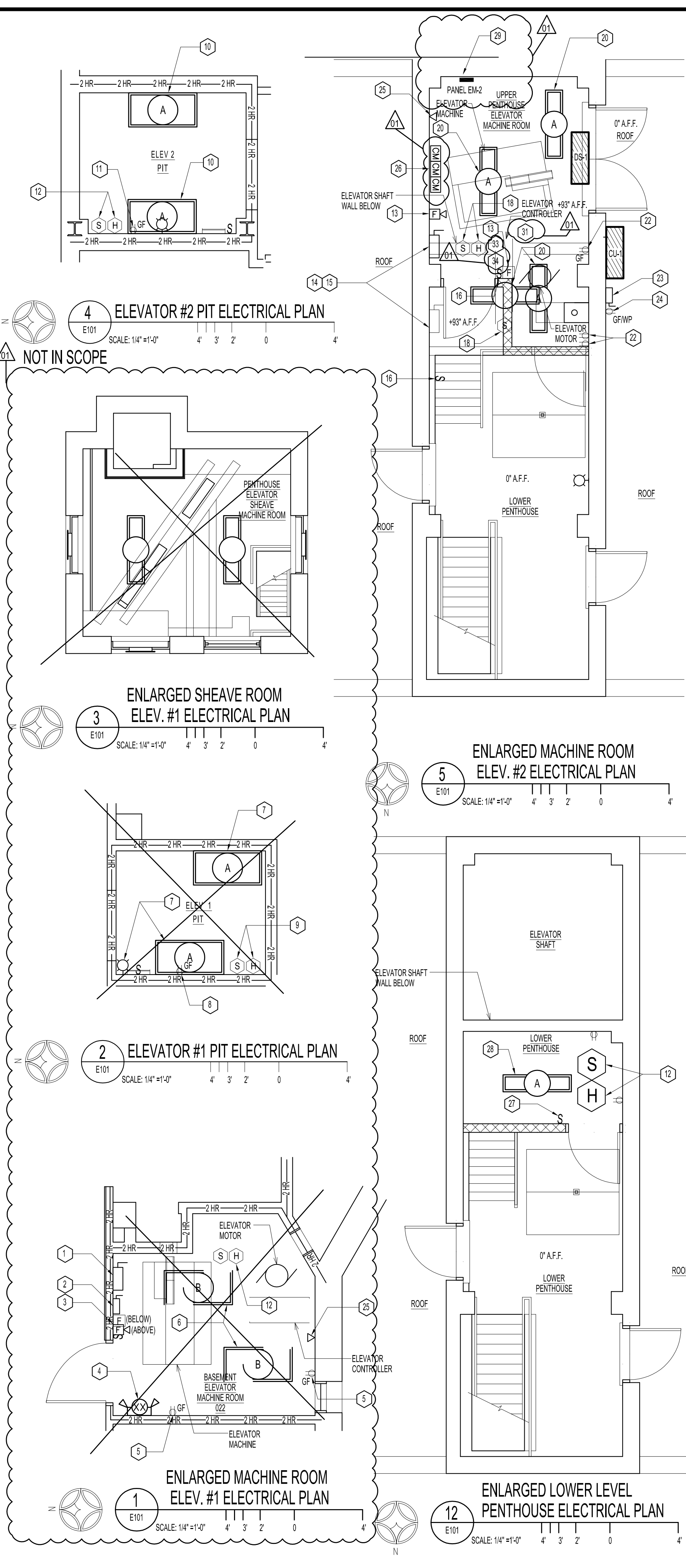
APRIL 23, 2023

APRIL 23, 2023

APRIL 23, 2023

APRIL 23, 2023





REVISIONS			
REV	DATE	BY	DESCRIPTION
REV - 01 ADDENDUM - 02			

PROJECT NO.	DATE	SCALE	AS NOTED
2877-Q	APRIL 23, 2024		

DES BY:	DWN BY:	CHK'D BY:
HMB	RTP	HMB

**CUMBERLAND COUNTY**  
NORTH CAROLINA  
FAYETTEVILLE  
BRADFORD BUILDING ELEVATOR MODERNIZATION

**ELECTRICAL PLANS**

**Wooten**  
120 North Boylan Avenue • Raleigh, NC 27603-1423  
(919) 328-0531 • newwoodcompany.com  
License Number: F-0715

SHEET NO.
E101



[illegible]

EXISTING PANELBOARD				MOUNTED:				NEMA 1				MAIN BUS RATING:			
PANEL E				SURFACE				200A				200A			
VOLTAGE		PHASE:		WIRE:		A.I.C. RATING:		MAIN BREAKER:							
208Y/120 V		3		4		22,000 A		200A							
NO	DESCRIPTION	WIRE SIZE	BRANCH POLES BKR	VA A B C			Circ Type	VA A B C			BRANCH BKR POLES	WIRE SIZE	DESCRIPTION	NO.	
1	ELEVATOR #2 PIT LIGHTS	2 #12, #12G, 3/4"C	1	144			L							2	
3	ELEVATOR #2 PIT GFCCI REC	2 #12, #12G, 3/4"C	1	180			R							4	
5	SPACE		1											6	
7	SPACE		1				O	3700						8	
9	SPACE		1				O		3700					10	
11	SPACE		1				O			3700	100 3	EXISTING	COMPUTER PANEL	12	
13	SPACE		1											14	
15	SPACE		1								1		SPACE	16	
17	SPACE		1								1		SPACE	18	
19	SPACE		1								1		SPACE	20	
21	SPACE		1								1		SPACE	22	
23	SPACE		1								1		SPACE	24	
25	SPACE		1								1		SPACE	26	
27	SPACE		1								1		SPACE	28	
29	SPACE		1								1		SPACE	30	
31	SPACE		1								1		SPACE	32	
33	SPACE		1								1		SPACE	34	
35	SPACE		1								1		SPACE	36	
37	ELEVATOR	3 # 3, # 6G	3	150	10560		E					1		SPACE	38
39					10560		E					1		SPACE	40
41						10560	E					1		SPACE	42

CONNECTED LOAD	A	B	C	DEMAND LOAD
LIGHTING (L) 125%	144	0	0	180
RECEPTS (R) PER NEC 220-	0	180	0	180
EQUIP. (E) 100%	10560	10560	10560	31680
WTR HTR (W) 125%	0	0	0	0
HVAC (H) 100%	0	0	0	0
OTHER (O) 100%	3700	3700	3700	11100
TOTAL	14404	14440	14280	43140
KVA/LOAD	14.4	14.4	14.3	43.1
% PER PHASE	33	34	33	-
AMPERE LOAD	120	120	119	119.83

(G) PROVIDE GFI BREAKER FOR CIRCUIT.

(BL) PROVIDE BREAKER LOCK.

LOAD LEGEND

(L) - LIGHTS

(H) - HVAC

(R) - RECEPTACLE



(W) - WATER HEATER

(E) - MISC EQUIPMENT

(O) - OTHER

PANEL NOTES: FED FROM TRANSFER SWITCH E

UTILIZE EXISTING CONDUIT SYSTEM FOR NEW ELEVATOR FEEDER CABLES

<div> <div>  <div> <div>120 North Boylan Avenue • Raleigh, NC 27603-1423</div> <div>(919) 828-0531 • thewootencompany.com</div> <div>License Number: F-0115</div> </div> </div> <div> <div>SHEET NO.</div> <div>E600</div> </div> </div>	<div> <div>FAYETTEVILLE</div> <div>CUMBERLAND COUNTY</div> <div>BRADFORD BUILDING ELEVATOR MODERNIZATION</div> <div>PANEL SCHEDULES</div> </div>	<div>  <div>10/16/2024</div> </div>	DES. BY:	HMB	PROJECT NO.	2877-Q	REVIEWS
			DWN. BY:	RTP	DATE:	APRIL 23, 2024	
			CHK'D BY:	HMB	SCALE:	AS NOTED	

Bradford Elevator Modernization  
Bid Date and Time: Wednesday, November 6, 2024 at 1:00 p.m.  
TWC No. 2877-M



Contractor	License No.	Adhm. #1, 2	Total Bid	Remarks
Bar Construction Company, Inc.	7973	✓	\$520,000.00	Security, MBE inc.
H. M. Kern Corporation	8542	✓	\$517,000.00	Security, MBE inc.
Progressive Contracting Co., Inc.	36100	✓	\$565,700.00	Security, MBE inc.

This is to certify that the bids tabulated herein were opened and read at **1:00 PM** on the **6th** day of **November 2024** at the **Cumberland County Engineering & Infrastructure Department, Room 214, 130 Gillespie Street, Fayetteville, NC 28301**

A handwritten signature in blue ink, reading "R. D. Pearlman".

Russell D. Pearlman, AIA  
The Wooten Company



**ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 5, 2025**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE**

**DATE: 3/5/2025**

**SUBJECT: CONSIDERATION OF BID AWARD FOR CROWN COLISEUM RESTROOM RENOVATION PROJECT**

**BACKGROUND**

On Dec. 15, 2024, the Department of Engineering & Infrastructure solicited formal bids for general contracting services for the Crown Coliseum Restroom Renovation Project. The scope of work includes upgrading 13 restrooms throughout all levels of the Crown Coliseum. The project includes updating counter tops, fixtures, partitions and lighting. Additionally, touchless fixtures will be installed in 31 restrooms (including the 13).

A mandatory pre-bid meeting was held on January 8, 2025, and the bid period closed on Jan. 15, 2025. L&L Drywall, a local MWBE vendor, was the lowest responsible, responsive bidder with a bid of \$835,363.00.

This project will be funded with a combination of funds allocated for restroom renovations in FY2023 and FY2025, as well as funding appropriated to install touchless fixtures and funding appropriated for ADA improvements.

**RECOMMENDATION / PROPOSED ACTION**

Staff recommends the Board accept L&L Drywall as the lowest responsive, responsible bidder for the Crown Coliseum Restroom Renovation project with a bid of \$835,363.00.

**ATTACHMENTS:**

Description	Type
Project Solicitation and Specifications	Backup Material
Addendum 1	Backup Material
Certified Bid Tab	Backup Material







## SPECIFICATIONS

For

CUMBERLAND COUNTY  
ENGINEERING & INFRASTRUCTURE  
DEPARTMENT

CROWN COLISEUM RESTROOM RENOVATION

## **CONTENTS**

Invitation for Bid.....	3
General Conditions of the Contract for Construction .....	4
Supplementary General Conditions .....	5
Division 1 – General Requirements .....	9
Bid .....	11
Contract .....	14
EJCDC General Conditions .....	18

INVITATION FOR BID  
CUMBERLAND COUNTY  
ENGINEERING & INFRASTRUCTURE DEPARTMENT

CROWN COLISEUM RESTROOM RENOVATION, FAYETTEVILLE, NORTH CAROLINA

**Cumberland County, North Carolina**

Pursuant to Section 143-131 of the General Statutes of North Carolina, formal bids are solicited and will be received in the office of the Cumberland County Engineering & Infrastructure Department, Room 214, in the Historic Courthouse located at 130 Gillespie Street, Fayetteville, North Carolina at any time before **11:00 AM** as per the clock located in the Engineering office on **Wednesday, January 15, 2025**. It is the sole responsibility of the vendor to ensure that the bid reaches the destination listed above by the designated time and hour. Bids received after the specified date and time will be rejected. Bids will be publicly opened in the office of the Cumberland County Engineering & Infrastructure Department in the Historic Courthouse and read for construction of the proposed:

Provide labor, equipment, and materials to upgrade restrooms throughout all levels of the Crown Coliseum. Scope of work to include repairing, replacing, sanding, grinding, painting, plumbing and electrical work. Additionally, work will encompass counter tops, fixtures, partitions, lighting and other items as listed.

A **mandatory** pre-bid conference will be held at **9:00 AM** on **Wednesday, January 8, 2025**, at the project site 1960 Coliseum Drive, Fayetteville, NC 28306. Vendors will meet at the main ticket booth entrance on the North side of the building just off Owen Drive.

The Engineering Department encourages all questions to be submitted to Engineering Project Manager, Donna Rice, via email at [drice@cumberlandcountync.gov](mailto:drice@cumberlandcountync.gov) with the subject ***“CROWN COLISEUM RESTROOM RENOVATION”*** by **2:00 PM** on **Friday, January 3, 2025**. such that adequate responses may be provided. Individual telephone responses are discouraged. All questions will be fielded at the pre-bid conference.

Bids must be enclosed in a sealed envelope addressed to Donna Rice, Engineering Project Manager, 130 Gillespie Street, Room 214, Fayetteville, NC 28301. The outside of the envelope must be marked ***“BID FOR CROWN COLISEUM RESTROOM RENOVATION”*** and shall indicate the name, address, telephone number and state license number of the bidder. Bids must be submitted on the printed form, or exact copies thereof, contained in the Contract Documents.

Bidder shall identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts or an affidavit indicating work under Contract will be self-performed, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f). Failure to comply with these requirements is grounds for rejection of the bid.

The Owner will require the apparent Low Bidder to qualify himself to be a responsible Bidder by furnishing Affidavit C or Affidavit D of the MWBE Participation Program.

A bid bond is required for this project.

Performance and Payment Bonds are required.

All Contractors are notified that North Carolina Statutory provisions as to licensing for Contractors will be observed in receiving, reading and awarding of contracts.

Plans and specifications, including Contract Documents, are open to public inspection and available upon request at the Cumberland County Engineering & Infrastructure Department Office, 130 Gillespie Street, Fayetteville, NC.

All addendums and/or corrections will be sent by email to vendors who attend the pre-bid conference and will be posted to the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx>.

**PROHIBITED COMMUNICATION:** Each vendor submitting a bid, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the Engineering Department as designated in this invitation for bid. A vendor who does not comply with this provision may be disqualified from award of a contract.

**!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION:** The bid must not contain any information marked as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act ( the “Act”) as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, **unless the vendor has notified the Engineering Department of its intent to designate any information in the bid as such and received permission from the Engineering Department to do so in writing.** Vendor’s notice to the Engineering Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a “trade secret” as defined in G.S. § 66-152(3). If the Engineering Department determines the information for which confidentiality is requested is a “trade secret” covered by the Act, it will notify the vendor how to mark the information in the bid and will identify the measures that Engineering will take to protect the confidentiality of the information. Vendor’s submission of a bid after receipt of this notice from the Engineering Department shall be deemed to be acceptance of the Engineering Department’s statement of how it will maintain confidentiality. If the Engineering Department determines the information for which confidentiality is requested is not a “trade secret” covered by the Act, it will notify vendor of that determination. Any bid marked with any information as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the invitation for bids and shall not be considered.

The County reserves the right to reject any or all bids. The bidder to whom the contract may be awarded must comply with the requirements of G.S. Section 143-131, as amended.

No bids may be withdrawn after the scheduled closing time for the receipt of bids for a period of forty-five (45) days.

## **GENERAL CONDITIONS**

- A. The “General Conditions” referred to in this and the following section of the specifications is EJCDC “Standard General Conditions of the Construction Contract”, EJCDC No. C-700 (2013 Edition) and SHALL BE considered Section II of this specification.
- B. Wherein the Supplementary Conditions are in conflict with the “General Conditions” (EJCDC No. C-700 (2013 Edition)), the Provisions of the Supplementary Conditions SHALL govern.
- C. All work is to be performed by Contractors licensed in their respective fields of competence.
- D. Work must comply with all OSHA safety guidelines.
- E. Contractor responsible for all needed paperwork to obtain required permits. All permits must be posted prior to commencement of work.
- F. Contractor responsible for all measurements and quantities.

## **SUPPLEMENTARY GENERAL CONDITIONS**

### **GENERAL**

The following Supplements modify, change, delete from or add to the "General Conditions of the Contract of Construction". Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

### **DEFINITIONS:**

- A. "Owner" or "County" Cumberland County, North Carolina
- B. "Engineer" Cumberland County Engineering & Infrastructure Department
- C. "Drawings" All drawings, or reproductions of drawings pertaining to the construction under the Contract.
- D. "Work" or "Project" The work shown on the drawings and specified herein.

### **CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES:**

The time for completion of the work including clean-up, under this contract shall be **180** business days from the date specified in a written "Notice to Proceed" to the Contractor(s). Liquidated damages in the amount of **\$500.00** per day for each day in excess of the time allowed will be deducted from the contract amount to be paid to the Contractor(s).

Contract and purchase order may be cancelled if work does not adhere to the specified time frame.

See General Conditions of the Contract, Article 12, regarding construction schedules, delays and extensions of time.

### **NORTH CAROLINA SALES TAX:**

The following procedure shall be followed relative to the North Carolina Sales Tax applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the County may recover the amount of the tax permitted under the law.

- A. It shall be the Contractor's responsibility to furnish the County documentary evidence showing the materials used and sales tax paid by the Contractor and each of his subcontractors. Such evidence shall be transmitted to the County together with the Contractor's monthly payment request on the form provided by the County.
- B. The documentary evidence shall consist of a certified statement, by the Contractor and each of his subcontractors individually showing total purchases of materials from each separate vendor, total sales taxes paid to each vendor, and the county to which the local sales tax was paid. The certified statement must show the invoice number, or numbers, covered and inclusive dates of such invoices.
- C. Materials used from Contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
- D. The Contractor shall not be required to certify the subcontractor's statements.

- E. The documentary evidence to be furnished to the County eligible for sales tax refunds covers sales taxes paid on building materials, supplies, fixtures and equipment which become a part of or annex to buildings or structures being erected, altered or repaired under contracts with governmental units.
- F. The Contractor to whom award is made on this project will be required to follow the procedure outlined above. Failure to comply with these requirements will result in delays in payment to the Contractor.

#### PLANS AND SPECIFICATIONS:

The Engineer will furnish to the Contractor two (2) copies of the Plans and Specifications, and the Contractor shall have available on the site at all times during the prosecution of the work one copy of said Plans and Specifications. This copy shall be accurately marked by the Contractor indicating all approved changes occurring during the construction process and delivered to the Engineer upon completion of the project.

#### MANUFACTURER'S RECOMMENDATIONS AND CERTIFICATION:

The Contractor shall submit to the Engineer for approval a list of proposed materials, equipment, or products to be incorporated in the work, within (10) days after award of the Contract.

The Contractor shall submit to the Engineer, the manufacturer's recommendations for each material or procedure to be utilized which is required to be in compliance with such recommendations. The Contractor shall have a copy of the manufacturer's instructions available at the construction site at all times and shall follow these instructions unless otherwise directed by the Engineer.

The Contractor shall be responsible at his own expense to provide certification to the Engineer by the manufacturer that all materials used for this project meet project specifications and are in compliance with referenced American Society for Testing Materials (ASTM). Materials or material suppliers shall not be changed after submittal or certifications without written approval by the Engineer. Any changes and re-certification cost shall be at the Contractor's expense and approval.

#### CONTRACTORS INSURANCE:

The Contractor shall not commence work under this Contract until he has obtained all insurance required below and submitted to the Owner in the form of a Certificate of Liability Insurance naming the County of Cumberland, P.O. Box 1829, Fayetteville, NC 28302 as the certificate holder, and such insurance has been approved by the Owner; nor shall the Contractor allow any subcontractor to commence work until such insurance has been obtained and approved. If a subcontractor does not take-out insurance in his own name and his principle Contractor wishes to provide insurance protection for such subcontractor and such subcontractor's employees, a rider must be attached to the principal policy, the Contractor must take out appropriate policies in the name of the subcontractor.

Minimum acceptable coverages are as follows:

Workers Compensation	Statutory
General Liability	\$1,000,000
Vehicle Bodily Injury	\$300,000 per Occurrence \$500,000 Annual Aggregate
Property Damage	\$500,000 Annual Aggregate

The Contractor and/or subcontractors shall furnish and keep in force the insurance requirements for a period of one (1) year after completion and acceptance of the work by the Owner. The certificate is to make reference to the project and the Owner.

#### FIELD DIRECTIVES FROM THE ENGINEER:

The Contractor shall communicate with and take field directives only from the Engineer or his representative. Any and all changes in the work are to be accomplished only by written change order or written field orders which can be issued only by the Engineer or his representative. No claims for monetary or other considerations will be allowed that are based on verbal agreements only or that are based on Contractor agreements with any agent other than the Engineer or his representative.

#### FORCE ACCOUNT WORK:

Should unforeseen circumstances arise which, in the opinion of the Engineer, require work to be done for which no price can be agreed upon, the Engineer may require that the work be done on a force account basis. Work done on this basis shall be paid as follows:

- a. Skilled and common labor at the regular rate of pay for such men. Pay for the foreman may be included provided in the judgment of the Engineer, a foreman is required.
- b. To the foregoing shall be added such social security and old age benefit payments made by the Contractor.
- c. Materials used, to be listed with invoices.
- d. Equipment used shall be paid for at an hourly rate schedule mutually agreed upon, but in no case shall it exceed the hourly rate schedule established for such units by the Associated General Contractors.

To the sum of a, b, c, and d shall be added ten percent (10%) for overhead and profit.

When force account work has been authorized, such authority shall be in writing.

#### LOCAL LAWS AND REGULATIONS:

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. The Contractor will be responsible for notifying proper inspectors at various stages of construction for inspection and approval before continuing his work.

#### PERMITS AND LICENSES:

The Contractor shall procure and pay all charges and fees for all permits and licenses incidental to the due and lawful prosecution of the work.

#### CONSTRUCTION TRASH & DEBRIS REMOVAL:

During construction of the Project, the Contractor shall be responsible for the removal of any trash or debris created by his work to an approved disposal site. The site will be maintained in a clean condition at all times. Trash and debris from daily operations are to be stored in appropriate storage containers or trucks until removal to the disposal facility.



## PAYMENTS:

Payments shall be made on a basis of 95% of monthly estimated cost of labor and materials, including freight or hauling on receipted bills until the work is 50% complete. Upon completion of 50% of the work, no additional retainage shall be held provided the work is progressing satisfactorily. If the Contractor fails to maintain the work on schedule, the Owner has the right to reinstate retainage such that the total amount withheld does not exceed 2.5% of the total contract amount. The contract payment shall be due and payable within fifteen (15) days after the Contractor's invoice has been certified for payment by the Engineer, the balance to be paid upon completion and acceptance of the job. Final payment shall be made to the Contractor within thirty (30) days after all work has been finally completed and each and every provision of the specifications and accompanying drawings comply with to the Owner's or Engineer's satisfaction. Acceptance of the completed job shall be made by the Owner or his representative and the Engineer not later than the 25th of the month following in order to receive consideration.

## DISPUTE RESOLUTION:

The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Contract which involves \$15,000 or more through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, licensed by either North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot agree on the selection of a mediator within 10 business days, then the parties agree that the Cumberland County Attorney shall select the mediator. The mediators cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

In accordance with North Carolina General Statute 143-135.26(12) and as a condition to this Contract, the prime CONTRACTOR shall incorporate this dispute resolution clause in any and all contracts with first-tier subcontractors who in turn shall incorporate this clause in any contracts with lower-tier subcontractors.

## WARRANTY

The CONTRACTOR shall provide a 12-month warranty on all materials and workmanship beginning on the date of final acceptance.

END OF SECTION

## **DIVISION ONE - GENERAL REQUIREMENTS**

### **SECTION 01110 - SUMMARY OF WORK**

The work to be performed under this project consists of providing all labor, equipment and materials necessary for the construction and renovation of all public restrooms throughout all levels of the Crown Coliseum.

**This project shall be in accordance with all local codes and regulations as well as ADA compliance.**

Scope of work includes:

#### **Arena Level – (1) Men and (1) Women’s Restroom**

- **Entrance Door**
  - Remove any flaking paint and/or rust.
  - Apply 2 coats of Sherwin Williams ProMar 200 Zero VOC Interior Latex Eggshell paint or equivalent over primer. Color to be selected by owner.
- **Partitions**
  - Remove and retain all grab bars, and sanitary napkin receptacles. Remove and dispose of toilet paper dispensers.
  - Demo existing partitions.
  - Repair walls as needed.
  - Install new powder coated, standard privacy, overhead mounted partitions. Partitions to be purchased by contractor. Color to be selected by owner.
  - Reinstall grab bars, and sanitary napkin receptacles.
    - Should grab bars or receptacles be identified as needing replacements, parts are to be purchased by contractor after approval from owner.
- **Fixtures**
  - Remove and dispose of all toilets, urinals and sinks. All water distribution lines to **REMAIN**.
  - Remove and dispose of all tankless water heaters. Provide new plumbing line that shall be tied to nearest hot water supply line. Repair water lines and properly remove/conceal electrical in approved junction box as necessary.
  - Install new porcelain fixtures (to be purchased by contractor):
    - Toilets (19) – Kohler Kingston three bolt, wall mount, top spud toilet in white (K-84434)
    - Urinals (4) – Kohler Bardon urinal in white (K-4991-ET)
    - Sinks (10) – Kohler Greenwich wall mount sink with single center hole only, in white (K-2031)
  - Reset fixtures with new seals, hardware (to include but not limited to seats and mounting hardware) and plumbing (to include but not limited to trap and flush systems). Install or replace all control stops for toilets and urinals and cut off valves for sinks. All parts to be purchased by contractor.
  - Install new touchless flush valves for toilets and urinals and sensor faucets for sinks.
    - Touchless fixtures have been purchased by owner to be installed by contractor.
  - Replace or add adequate pipe insulation for ADA compliance as needed. Insulation to be purchased by contractor.
  - Run proper electrical lines to be hidden within the wall to install automatic hand dryers (5).
    - Hand dryers have been purchased by owner to be installed by contractor.
  - Remove all stainless steel in wall soap dispensers.
    - All CINTAS soap and paper towel dispensers will be removed prior to construction.
  - Repair block walls as needed.
  - Install/replace water isolation valves for restrooms. The valves should be placed in an area to isolate the entire restroom. Valves to be purchased by the contractor.

- **Walls**

- Remove and retain changing stations.
- Remove and dispose of all frames, unmarked air fresheners, door stops, mirrors, light switches and covers, outlets and covers.
- Repair walls as needed.
- Remove any flaking paint and/or rust.
- Apply 2 coats of Sherwin Williams ProMar 200 Zero VOC Interior Latex Eggshell paint or equivalent over primer. Color to be selected by owner.
- Reinstall retained wall attachments in original placement.
  - Replace older changing stations as identified by owner. Stations to be purchased by contractors and installed using ADA guidelines.
- Install GFI outlets and light motion sensors. Outlets and sensors to be purchased by contractor and matched throughout facility. Light sensors should be placed outside restrooms.
- Replace all door stops. Stops to be purchased by contractor and similar to existing door stops.
- Replace all mirrors. Mirrors to be purchased by contractor and similar to existing mirrors. Mirrors must be installed following ADA guidelines.

- **Ceilings**

- Replace existing ceiling grid with Armstrong Prelude 15/16" wide white exposed tee grid. Grid to be purchased by contractor.
- Replace HVAC diffusers. Color to match ceiling grid.
- Replace 2'x4' ceiling tiles with Armstrong #1728, 2'x2'x5/8" square edge lay-in white fissured ceiling tiles or equivalent. Ceiling tiles to be purchased by contractor.

- **Lighting**

- Demo all lighting fixtures.
- Replace with LED fixtures.
  - Light fixtures have been purchased by owner to be installed by contractor.

- **Floor**

- Grind and prep existing floor and reseal with epoxy or resin. Color to be selected by owner.
- Ensure that all floor drains positively drain and are covered during construction to prevent debris from entering drain lines.

### **Concourse Level and Upper Concourse Level – (3) Men, (3) Women's and (1) Family Restrooms**

- **Entrance Door (Family Restroom only)**

- Remove any flaking paint and/or rust.
- Apply 2 coats of Sherwin Williams ProMar 200 Zero VOC Interior Latex Eggshell paint or equivalent over primer. Color to be selected by owner.

- **Partitions**

- Remove and retain all grab bars, and sanitary napkin receptacles. Remove and dispose of toilet paper dispensers.
- Demo existing partitions.
- Repair walls as needed.
- Install new powder coated, standard privacy, overhead mounted partitions. Partitions to be purchased by contractor. Color to be selected by owner.
- Reinstall grab bars, and sanitary napkin receptacles.
  - Should grab bars or receptacles be identified as needing replacements, parts are to be purchased by contractor after approval from owner.

- **Fixtures**

- Remove and dispose of all toilets, urinals and sinks. All water distribution lines to **REMAIN**.
- Remove and dispose of all tankless water heaters. Provide new plumbing line that shall be tied to nearest hot water supply line. Repair water lines and properly remove/conceal electrical in approved junction box as necessary.

- Install new porcelain fixtures (to be purchased by contractor):
  - Toilets (61) – Kohler Kingston three bolt, wall mount, top spud toilet in white (K-84434)
  - Urinals (31) – Kohler Bardon urinal in white (K-4991-ET)
  - Sinks (58) – Kohler Greenwich wall mount sink with single center hole only, in white (K-2031)
- Reset fixtures with new seals, hardware (to include but not limited to seats and mounting hardware) and plumbing (to include but not limited to trap and flush systems). Install or replace all control stops for toilets and urinals and cut off valves for sinks. All parts to be purchased by contractor.
- Install new touchless flush valves for toilets and urinals and sensor faucets for sinks.
  - Touchless fixtures have been purchased by owner to be installed by contractor.
- Replace or add adequate pipe insulation for ADA compliance as needed. Insulation to be purchased by contractor.
- Run proper electrical lines to be hidden within the wall to install automatic hand dryers (17).
  - Hand dryers have been purchased by owner to be installed by contractor.
- Remove all stainless steel in wall soap dispensers.
  - All CINTAS soap and paper towel dispensers will be removed prior to construction.
- Repair block walls as needed.
- Install/replace water isolation valves for restrooms. The valves should be placed in an area to isolate the entire restroom. Valves to be purchased by the contractor.
- **Walls**
  - Remove and retain changing stations.
  - Remove and dispose of all frames, unmarked air fresheners, door stops, mirrors, light switches and covers, outlets and covers.
  - Repair walls as needed.
  - Install four-foot high FRP board continuously behind entire bank of urinals. Color to be selected by owner.
  - Remove any flaking paint and/or rust.
  - Apply 2 coats of Sherwin Williams ProMar 200 Zero VOC Interior Latex Eggshell paint or equivalent over primer. Color to be selected by owner.
  - Reinstall retained wall attachments in original placement.
    - Replace older changing stations as identified by owner. Stations to be purchased by contractors and installed using ADA guidelines.
  - Install GFI outlets and light motion sensors. Outlets and sensors to be purchased by contractor and matched throughout facility. Light sensors should be placed outside restrooms.
  - Replace all door stops. Stops to be purchased by contractor and similar to existing door stops.
  - Replace all mirrors. Mirrors to be purchased by contractor and similar to existing mirrors. Mirrors must be installed following ADA guidelines.
- **Ceilings**
  - Replace existing ceiling grid with Armstrong Prelude 15/16” wide white exposed tee grid. Grid to be purchased by contractor.
  - Replace HVAC diffusers. Color to match ceiling grid.
  - Replace 2’x4’ ceiling tiles with Armstrong #1728, 2’x2’x5/8” square edge lay-in white fissured ceiling tiles or equivalent. Ceiling tiles to be purchased by contractor.
- **Lighting**
  - Demo all lighting fixtures.
  - Replace with LED fixtures.
    - Light fixtures have been purchased by owner to be installed by contractor.
- **Floor**
  - Grind and prep existing floor and reseal with epoxy or resin. Color to be selected by owner.
  - Ensure that all floor drains positively drain and are covered during construction to prevent debris from entering drain lines.

## **Skybox Level – (1) Men and (1) Women’s Restroom**

### **• Partitions**

- Remove and retain all grab bars, and sanitary napkin receptacles. Remove and dispose of toilet paper dispensers.
- Demo existing partitions.
- Repair walls as needed.
- Install new powder coated, standard privacy, overhead mounted partitions. Partitions to be purchased by contractor. Color to be selected by owner.
- Reinstall grab bars, and sanitary napkin receptacles.
  - Should grab bars or receptacles be identified as needing replacements, parts are to be purchased by contractor after approval from owner.

### **• Fixtures**

- Remove and dispose of all toilets, urinals and sinks. All water distribution lines to **REMAIN**.
- Remove and dispose of all tankless water heaters. Provide new plumbing line that shall be tied to nearest hot water supply line. Repair water lines and properly remove/conceal electrical in approved junction box as necessary.
- Install new porcelain fixtures (to be purchased by contractor):
  - Toilets (14) – Kohler Kingston three bolt, wall mount, top spud toilet in white (K-84434)
  - Urinals (4) – Kohler Bardon urinal in white (K-4991-ET)
  - Sinks (8) – Kohler Greenwich wall mount sink with single center hole only, in white (K-2031)
- Reset fixtures with new seals, hardware (to include but not limited to seats and mounting hardware) and plumbing (to include but not limited to trap and flush systems). Install or replace all control stops for toilets and urinals and cut off valves for sinks. All parts to be purchased by contractor.
- Install new touchless flush valves for toilets and urinals and sensor faucets for sinks.
  - Touchless fixtures have been purchased by owner to be installed by contractor.
- Replace or add adequate pipe insulation for ADA compliance as needed. Insulation to be purchased by contractor.
- Run proper electrical lines to be hidden within the wall to install automatic hand dryers (6).
  - Hand dryers have been purchased by owner to be installed by contractor.
- Remove all stainless steel in wall soap dispensers.
  - All CINTAS soap and paper towel dispensers will be removed prior to construction.
- Repair block walls as needed.
- Install/replace water isolation valves for restrooms. The valves should be placed in an area to isolate the entire restroom. Valves to be purchased by the contractor.

### **• Walls**

- Remove and replace existing counter. New counter will only house sinks. Owner to choose laminate color.
- Remove and retain changing stations.
- Remove and dispose of all frames, unmarked air fresheners, door stops, mirrors, light switches and covers, outlets and covers.
- Repair walls as needed.
- Install four-foot high FRP board continuously behind entire bank of urinals. Color to be selected by owner.
- Remove any flaking paint and/or rust.
- Apply 2 coats of Sherwin Williams ProMar 200 Zero VOC Interior Latex Eggshell paint or equivalent over primer. Color to be selected by owner.
- Reinstall retained wall attachments in original placement.
  - Replace older changing stations as identified by owner. Stations to be purchased by contractors and installed using ADA guidelines.

- Install GFI outlets and light motion sensors. Outlets and sensors to be purchased by contractor and matched throughout facility. Light sensors should be placed outside restrooms.
- Replace all door stops. Stops to be purchased by contractor and similar to existing door stops.
- Replace all mirrors. Mirrors to be purchased by contractor and similar to existing mirrors. Mirrors must be installed following ADA guidelines.
- **Ceilings**
  - Replace existing ceiling grid with Armstrong Prelude 15/16" wide white exposed tee grid. Grid to be purchased by contractor.
  - Replace HVAC diffusers. Color to match ceiling grid.
  - Replace 2'x4' ceiling tiles with Armstrong #1728, 2'x2'x5/8" square edge lay-in white fissured ceiling tiles or equivalent. Ceiling tiles to be purchased by contractor.
- **Lighting**
  - Demo all lighting fixtures.
  - Replace with LED fixtures.
    - Light fixtures have been purchased by owner to be installed by contractor.
- **Floor**
  - Grind and prep existing floor and reseal with epoxy or resin. Color to be selected by owner.
  - Ensure that all floor drains positively drain and are covered during construction to prevent debris from entering drain lines.

#### **Hospitality Level – (1) Men and (1) Women's Restroom**

- **Entrance Doors**
  - Remove any flaking paint and/or rust.
  - Apply 2 coats of Sherwin Williams ProMar 200 Zero VOC Interior Latex Eggshell paint or equivalent over primer. Color to be selected by owner.
- **Partitions**
  - Remove and retain all grab bars, and sanitary napkin receptacles. Remove and dispose of toilet paper dispensers.
  - Demo existing partitions.
  - Repair walls as needed.
  - Install new powder coated, standard privacy, overhead mounted partitions. Partitions to be purchased by contractor. Color to be selected by owner.
  - Reinstall grab bars, and sanitary napkin receptacles.
    - Should grab bars or receptacles be identified as needing replacements, parts are to be purchased by contractor after approval from owner.
- **Fixtures**
  - Remove and dispose of all toilets, urinals and sinks. All water distribution lines to **REMAIN**.
  - Remove and dispose of all tankless water heaters. Provide new plumbing line that shall be tied to nearest hot water supply line. Repair water lines and properly remove/conceal electrical in approved junction box as necessary.
  - Install new porcelain fixtures (to be purchased by contractor):
    - Toilets (23) – Kohler Kingston three bolt, wall mount, top spud toilet in white (K-84434)
    - Urinals (6) – Kohler Bardon urinal in white (K-4991-ET)
    - Sinks (12) – Kohler Greenwich wall mount sink with single center hole only, in white (K-2031)
  - Reset fixtures with new seals, hardware (to include but not limited to seats and mounting hardware) and plumbing (to include but not limited to trap and flush systems). Install or replace all control stops for toilets and urinals and cut off valves for sinks. All parts to be purchased by contractor.
  - Install new touchless flush valves for toilets and urinals and sensor faucets for sinks.
    - Touchless fixtures have been purchased by owner to be installed by contractor.

- Replace or add adequate pipe insulation for ADA compliance as needed. Insulation to be purchased by contractor.
- Run proper electrical lines to be hidden within the wall to install automatic hand dryers (8).
  - Hand dryers have been purchased by owner to be installed by contractor.
- Remove all stainless steel in wall soap dispensers.
  - All CINTAS soap and paper towel dispensers will be removed prior to construction.
- Repair block walls as needed.
- Install/replace water isolation valves for restrooms. The valves should be placed in an area to isolate the entire restroom. Valves to be purchased by the contractor.
- **Walls**
  - Remove and replace existing counter. New counter will only house sinks. Owner to choose laminate color.
  - Remove and retain changing stations.
  - Remove and dispose of all frames, unmarked air fresheners, door stops, mirrors, light switches and covers, outlets and covers.
  - Repair walls as needed.
  - Install four-foot high FRP board continuously behind entire bank of urinals. Color to be selected by owner.
  - Remove any flaking paint and/or rust.
  - Apply 2 coats of Sherwin Williams ProMar 200 Zero VOC Interior Latex Eggshell paint or equivalent over primer. Color to be selected by owner.
  - Reinstall retained wall attachments in original placement.
    - Replace older changing stations as identified by owner. Stations to be purchased by contractors and installed using ADA guidelines.
  - Install GFI outlets and light motion sensors. Outlets and sensors to be purchased by contractor and matched throughout facility. Light sensors should be placed outside restrooms.
  - Replace all door stops. Stops to be purchased by contractor and similar to existing door stops.
  - Replace all mirrors. Mirrors to be purchased by contractor and similar to existing mirrors. Mirrors must be installed following ADA guidelines.
- **Ceilings**
  - Replace existing ceiling grid with Armstrong Prelude 15/16" wide white exposed tee grid. Grid to be purchased by contractor.
  - Replace HVAC diffusers. Color to match ceiling grid.
  - Replace 2'x4' ceiling tiles with Armstrong #1728, 2'x2'x5/8" square edge lay-in white fissured ceiling tiles or equivalent. Ceiling tiles to be purchased by contractor.
- **Lighting**
  - Demo all lighting fixtures.
  - Replace with LED fixtures.
    - Light fixtures have been purchased by owner to be installed by contractor.
- **Floor**
  - Grind and prep existing floor and reseal with epoxy or resin. Color to be selected by owner.
  - Ensure that all floor drains positively drain and are covered during construction to prevent debris from entering drain lines.

**All restroom fixtures to be in compliance with current ADA regulations to include partition compartment sizes, height for dispensers, receptacles, mirrors, grab bars, porcelain fixtures and changing stations.**

### **Alternate 1**

Install toilet and urinal flush valves, sensor faucets and hand dryers in all non-public restrooms in the Coliseum and all restrooms in the Expo as shown on plans. This work to include all permits, fees, plumbing, carpentry and

added electrical work. Contractor to use licensed employees to complete project. **All work to meet current ADA regulations.**

- Toilets flush valves – qty 59
- Urinal flush valves – qty 19
- Sensor faucets – qty 64
- Hand Dryers – qty 26

#### SECTION 01140 - WORK SCHEDULE

Work will be completed in phases as determined by Owner.

All work may be performed during normal working hours 8:00am to 4:30pm Monday through Friday, unless noted otherwise.

#### SECTION 01330 - SUBMITTAL PROCEDURE

The Contractor shall, within 20 days after the Notice to Proceed has been issued by the Owner, provide submittals to the Engineer prior to acquiring the materials for this project. The Submittal SHALL include all pertinent information about the product, including but not limited to:

- Product Data
- Samples of the Materials
- Manufacturer's Instructions for Application or Installation

END OF SECTION



**BID**

**TO CUMBERLAND COUNTY  
NORTH CAROLINA**

The undersigned hereby signifies that it is \_\_\_\_\_ (his or her) intention and purpose to enter into a contract to furnish labor, materials, equipment, apparatus, etc., as required and to do all the work necessary for the:

**CROWN COLISEUM RESTROOM RENOVATION**

as described in the specifications and shown in the plans in accordance with the terms in the Invitation for Bid, the foregoing Specifications, and the following form of Contract, and this Bid; and pursuant with the requirements as follows:

THAT: The undersigned carefully examined the Invitation for Bid, the Specifications, Plans, this form of Bid, and the Contract and fully understands them.

THAT: The undersigned carefully examined the site or sites of the project or projects and is familiar with the conditions under which the work, or any part of it, is to be done and the conditions which must be fulfilled in furnishing and/or erection or construction of any or all items of the project, and the furnishing only of any materials, equipment, or apparatus specified in connection therewith.

THAT: The undersigned will provide all necessary tools, machinery apparatus, and all means necessary to complete such Contract as may be entered into, and in the manner prescribed in the Contract and Specifications and according to the Plans and requirements of the Engineer, in the first class manner.

THAT: The right of Cumberland County and the recommendations of the Engineer are not to be questioned in the award of the Contract.

THAT: It is the intention of Cumberland County, North Carolina, subject to the conditions set forth, to award contracts for the project on the basis of bids received at this letting and in such manner as they may decide as being in the best interests of the County.

THAT: The County reserves the right to reject any of all bids.

THAT: A bid made by a corporation must be signed by its proper officers in a legal manner and its official address stated herein.

THAT: A bid made by a firm shall be signed with the name of each member of said firm and the firm name added, with the official address of said firm.

THAT: The undersigned will complete such contract as is hereby proposed to enter into within the time stated in the notice to proceed and stipulated in the Contract.

THAT: The Bidder acknowledges receipt of the following Addendum:

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

THAT: The Contractor agrees to furnish all materials, labor and equipment and to install complete in place the work in accordance with the Plans and Specifications for the lump sum of:

**BASE BID:**

\_\_\_\_\_ Dollars (\$) ).

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

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
(Signature of Person, Firm or Corporation making Bid)

(Seal - If Bid is by a Corporation) Title: \_\_\_\_\_

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

\_\_\_\_\_

Attest: \_\_\_\_\_

License No. \_\_\_\_\_

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

## INSTRUCTIONS ON PROPER SIGNING

NOTE: If Contractor is an individual, sign on first line only and designate trade name below first line, thus:

Trading as [Type Company Name Here]                      John Jones (Seal)

If Contractor is a partnership, sign partnership name on first line; have at least one general (not limited) partner sign on second line, and put his designation as partner on third line, thus:

JONES PAVING COMPANY (Seal)  
By: John Jones (Seal)  
Title: General Contractor

If Contractor is a corporation, sign corporate name on first line (exactly as such name appears on the corporate seal); have the President or Vice-President sign on second line, put his title on third line, have the Secretary or Assistant Secretary sign on the left "ATTEST" line (adding the word "Assistant before the word "Secretary", if the Assistant Secretary is signing), and imprint corporate seal above the word "Attest", thus:

JONES PAVING COMPANY (Seal)  
(Corporate Seal)                      John Jones (Seal)  
Title: President

ATTEST:

Thomas Jones  
Assistant Secretary

## CONTRACT

THIS CONTRACT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the County of Cumberland, a body politic and a subdivision of the State of North Carolina, hereinafter referred to as COUNTY, and \_\_\_\_\_, a business located at \_\_\_\_\_ hereinafter referred to as CONTRACTOR.

### WITNESSETH:

THAT WHEREAS, a contract for the **CROWN COLISEUM RESTROOM RENOVATION** has recently been awarded to CONTRACTOR by the COUNTY, at and for a sum of:

(\$ \_\_\_\_\_ ) as shown in the Bid attached hereto:

AND WHEREAS, it is provided in said award that a formal contract would be executed by and between CONTRACTOR and the COUNTY, evidencing the terms of said award, and that CONTRACTOR would commence the work to be performed under this agreement on a date to be specified in a written order by the COUNTY, and would fully complete all work within **180 calendar days** from the date the Notice to Proceed is issued.

NOW, THEREFORE, CONTRACTOR doth hereby covenant and agree with the COUNTY that it will well and faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus, and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said Specifications and in accordance with the Plans, at and for a sum named therefore in the Bid attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon it by said Plans and Specifications and the terms of said award.

CONTRACTOR shall promptly make payments to all persons supplying materials in the prosecution of the work, and to all laborers and others employed thereon.

CONTRACTOR shall be responsible for all damages to the property of Cumberland County and other utilities that may be consequent upon the normal procedure of its work or that may be caused by or result from the negligence of the CONTRACTOR, its employees or agents, during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. CONTRACTOR must restore all property so injured to a condition as good as it was when CONTRACTOR entered upon the work.

CONTRACTOR shall furthermore be responsible for and required to make good at its expense any and all damages of whatever nature to persons or property, arising during the period of the Contract, caused by carelessness, neglect, or want of due precaution on the part of the CONTRACTOR, its agents, employees or workmen. CONTRACTOR shall also indemnify and save harmless the COUNTY, and the officers and agents thereof from all claims, suits, and proceedings of every name and description which may be brought against the COUNTY, or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, or by or in consequence of any materials used in said work or by or on account of any improper material or workmanship in its construction, or by or on account of any accident, or any other act or omission of CONTRACTOR, its agents, employees, servants, or workmen.

It is agreed and understood that the Invitation for Bid, the General Conditions, the Specifications, the accepted Bid, and any enumerated addenda and drawings are parts and parcels of this Contract, to the same extent as if incorporated herein in full.

It is further mutually agreed that, if at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the COUNTY shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, CONTRACTOR shall at its expense, within five days after the receipt of notice from the COUNTY so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the COUNTY. In such event no further payment to CONTRACTOR shall be deemed to be due under this agreement until new or additional security for the performance of the work shall be furnished in manner and form satisfactory to the COUNTY.

And the COUNTY doth hereby covenant and agree with CONTRACTOR that it will pay to CONTRACTOR, when due and payable under the terms of said Specifications and said award, the above mentioned sum, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Specifications and the terms of said award.

NON-APPROPRIATION CLAUSE: This agreement is subject to and contingent upon appropriation of funds for current and subsequent fiscal years.

E-VERIFY: CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IRAN DIVESTMENT ACT CERTIFICATION: Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN TESTIMONY WHEREOF, CONTRACTOR and the COUNTY have duly signed and sealed this Contract.

(Imprint corporate seal below this line)

ATTEST:

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

\_\_\_\_\_

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

ATTEST:

For the COUNTY OF CUMBERLAND COUNTY, NC

\_\_\_\_\_

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

Glenn Adams, Chairman

This instrument has been Pre-audited in the manner  
Required by the local Government Budget and  
Fiscal Control Act.

Approved for Legal Sufficiency upon formal  
execution by all parties

\_\_\_\_\_

County Finance Office

\_\_\_\_\_

County Attorney's Office  
( ) Renewable ( ) Nonrenewable

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

## INSTRUCTIONS ON PROPER SIGNING

NOTE: If Contractor is an individual, sign on first line only and designate trade name below first line, thus:

\_\_\_\_\_John Jones\_\_\_\_\_(Seal)

Trading as [Type Company Name Here]

If Contractor is a partnership, sign partnership name on first line; have at least one general (not limited) partner sign on second line, and put his designation as partner on third line, thus:

\_\_\_\_\_JONES PAVING COMPANY\_\_\_\_\_(Seal)

By: \_\_\_\_\_John Jones\_\_\_\_\_(Seal)

Title: \_\_\_\_\_General Contractor\_\_\_\_\_

If Contractor is a corporation, sign corporate name on first line (exactly as such name appears on the corporate seal); have the President or Vice-President sign on second line, put his title on third line, have the Secretary or Assistant Secretary sign on the left "ATTEST" line (adding the word "Assistant before the word "Secretary", if the Assistant Secretary is signing), and imprint corporate seal above the word "Attest", thus:

\_\_\_\_\_JONES PAVING COMPANY\_\_\_\_\_(Seal)

\_\_\_\_\_John Jones\_\_\_\_\_(Seal)

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

(Corporate Seal)

ATTEST:

\_\_\_\_\_Thomas Jones\_\_\_\_\_  
Assistant Secretary

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by





These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

Copyright © 2013:

National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

The copyright for this document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at [www.ejcdc.org](http://www.ejcdc.org), or from any of the sponsoring organizations above.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## TABLE OF CONTENTS

	Page
ARTICLE 1 – Definitions and Terminology .....	1
1.01 Defined Terms .....	1
1.02 Terminology .....	5
ARTICLE 2 – Preliminary Matters .....	6
2.01 Delivery of Bonds and Evidence of Insurance .....	6
2.02 Copies of Documents .....	6
2.03 Before Starting Construction .....	7
2.04 Preconstruction Conference; Designation of Authorized Representatives .....	7
2.05 Initial Acceptance of Schedules .....	7
2.06 Electronic Transmittals .....	8
ARTICLE 3 – Documents: Intent, Requirements, Reuse.....	8
3.01 Intent.....	8
3.02 Reference Standards .....	8
3.03 Reporting and Resolving Discrepancies .....	9
3.04 Requirements of the Contract Documents .....	9
3.05 Reuse of Documents.....	10
ARTICLE 4 – Commencement and Progress of the Work .....	10
4.01 Commencement of Contract Times; Notice to Proceed.....	10
4.02 Starting the Work.....	10
4.03 Reference Points.....	11
4.04 Progress Schedule .....	14
4.05 Delays in Contractor's Progress.....	114
ARTICLE 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions .....	12
5.01 Availability of Lands.....	152
5.02 Use of Site and Other Areas .....	152
5.03 Subsurface and Physical Conditions.....	163
5.04 Differing Subsurface or Physical Conditions .....	164

5.05	Underground Facilities .....	185
5.06	Hazardous Environmental Conditions at Site.....	197
<b>ARTICLE 6 – Bonds and Insurance .....</b>		<b>19</b>
6.01	Performance, Payment, and Other Bonds .....	19
6.02	Insurance—General Provisions.....	210
6.03	Contractor’s Insurance .....	221
6.04	Owner’s Liability Insurance .....	24
6.05	Property Insurance .....	24
6.06	Waiver of Rights .....	25
6.07	Receipt and Application of Property Insurance Proceeds.....	26
<b>ARTICLE 7 – Contractor’s Responsibilities .....</b>		<b>27</b>
7.01	Supervision and Superintendence .....	27
7.02	Labor; Working Hours .....	27
7.03	Services, Materials, and Equipment.....	27
7.04	“Or Equals” .....	27
7.05	Substitutes.....	28
7.06	Concerning Subcontractors, Suppliers, and Others.....	30
7.07	Patent Fees and Royalties .....	31
7.08	Permits .....	31
7.09	Taxes.....	31
7.10	Laws and Regulations .....	31
7.11	Record Documents.....	32
7.12	Safety and Protection .....	32
7.13	Safety Representative .....	33
7.14	Hazard Communication Programs .....	33
7.15	Emergencies.....	33
7.16	Shop Drawings, Samples, and Other Submittals .....	33
7.17	Contractor’s General Warranty and Guarantee .....	35
7.18	Indemnification .....	36
7.19	Delegation of Professional Design Services .....	36
<b>ARTICLE 8 – Other Work at the Site.....</b>		<b>37</b>
8.01	Other Work .....	37

8.02	Coordination .....	40
8.03	Legal Relationships .....	40
ARTICLE 9 – Owner’s Responsibilities .....		41
9.01	Communications to Contractor.....	41
9.02	Replacement of Engineer.....	41
9.03	Furnish Data .....	41
9.04	Pay When Due .....	41
9.05	Lands and Easements; Reports, Tests, and Drawings .....	41
9.06	Insurance.....	42
9.07	Change Orders .....	42
9.08	Inspections, Tests, and Approvals .....	42
9.09	Limitations on Owner’s Responsibilities .....	42
9.10	Undisclosed Hazardous Environmental Condition .....	42
9.11	Evidence of Financial Arrangements .....	42
9.12	Safety Programs.....	42
ARTICLE 10 – Engineer’s Status During Construction .....		42
10.01	Owner’s Representative .....	42
10.02	Visits to Site.....	42
10.03	Project Representative .....	43
10.04	Rejecting Defective Work .....	43
10.05	Shop Drawings, Change Orders and Payments .....	43
10.06	Determinations for Unit Price Work.....	43
10.07	Decisions on Requirements of Contract Documents and Acceptability of Work .....	403
10.08	Limitations on Engineer’s Authority and Responsibilities.....	44
10.09	Compliance with Safety Program .....	44
ARTICLE 11 – Amending the Contract Documents; Changes in the Work .....		44
11.01	Amending and Supplementing Contract Documents .....	44
11.02	Owner-Authorized Changes in the Work.....	45
11.03	Unauthorized Changes in the Work .....	45
11.04	Change of Contract Price .....	46
11.05	Change of Contract Times .....	47
11.06	Change Proposals.....	47

11.07	Execution of Change Orders .....	48
11.08	Notification to Surety .....	48
ARTICLE 12 – Claims .....		48
12.01	Claims.....	48
ARTICLE 13 – Cost of the Work; Allowances; Unit Price Work.....		49
13.01	Cost of the Work.....	49
13.02	Allowances .....	52
13.03	Unit Price Work .....	52
ARTICLE 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....		53
14.01	Access to Work .....	53
14.02	Tests, Inspections, and Approvals .....	54
14.03	Defective Work .....	55
14.04	Acceptance of Defective Work .....	55
14.05	Uncovering Work.....	55
14.06	Owner May Stop the Work .....	56
14.07	Owner May Correct Defective Work.....	56
ARTICLE 15 – Payments to Contractor; Set-Offs; Completion; Correction Period.....		56
15.01	Progress Payments .....	59
15.02	Contractor's Warranty of Title.....	60
15.03	Substantial Completion .....	60
15.04	Partial Use or Occupancy.....	61
15.05	Final Inspection .....	61
15.06	Final Payment .....	62
15.07	Waiver of Claims .....	63
15.08	Correction Period .....	64
ARTICLE 16 – Suspension of Work and Termination .....		64
16.01	Owner May Suspend Work .....	64
16.02	Owner May Terminate for Cause .....	65
16.03	Owner May Terminate For Convenience .....	65
16.04	Contractor May Stop Work or Terminate .....	66

ARTICLE 17 – Final Resolution of Disputes.....	66
17.01 Methods and Procedures .....	66
ARTICLE 18 – Miscellaneous .....	66
18.01 Giving Notice .....	66
18.02 Computation of Times .....	66
18.03 Cumulative Remedies .....	66
18.04 Limitation of Damages.....	67
18.05 No Waiver.....	67
18.06 Survival of Obligations.....	67
18.07 Controlling Law.....	67
18.08 Headings .....	67

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.
  11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other

federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.



31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective

information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*:
  1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*:
  1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*:
  1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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

## ARTICLE 2 – PRELIMINARY MATTERS

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

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

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

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### **ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

### 3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

- 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
- 2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
- 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies:*

- 1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

#### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

#### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

#### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

#### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

#### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. abnormal weather conditions;
  - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by

the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

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

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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

#### **A. *Limitation on Use of Site and Other Areas:***

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the



Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

#### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
  - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  - 2. is of such a nature as to require a change in the Drawings or Specifications; or
  - 3. differs materially from that shown or indicated in the Contract Documents; or
  - 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
  - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
    - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
  - 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  - 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

## 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

- b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
  - d. Contractor gave the notice required in Paragraph 5.05.B.
- 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

#### 5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  - 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert

to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6 – BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under

the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

#### 6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
  - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
  - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  - 2. claims for damages insured by reasonably available personal injury liability coverage.
  - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
  - 1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  - 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
  2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.



4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance*

- A. **Builder's Risk:** Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
  5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

#### 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees,

agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

#### **6.07    *Receipt and Application of Property Insurance Proceeds***

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

## ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

### 7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### 7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

### 7.03 *Services, Materials, and Equipment*

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

### 7.04 *“Or Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that:
    - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
    - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
    - 3) it has a proven record of performance and availability of responsive service; and
    - 4) it is not objectionable to Owner.
  - b. Contractor certifies that, if approved and incorporated into the Work:
    - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
    - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
- 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.

- b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from that specified, and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
  - C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
  - D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
  - E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
  - F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

#### 7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

#### 7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

#### 7.09 *Taxes*

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

#### 7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other



professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or

indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

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

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

##### A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in

addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
  - 1. *Shop Drawings:*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
  - 2. *Samples:*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
  - 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
  - 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  - 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
  - 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  - 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
  - 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
  - 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
  - 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings

and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## **ARTICLE 8 – OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

### **8.02 *Coordination***

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

### **8.03 *Legal Relationships***

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor

shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### **9.01    *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02    *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

### **9.03    *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04    *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information



obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

#### 10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

#### 10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

#### 10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

#### 10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

### **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
  - 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in

the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

**11.02 *Owner-Authorized Changes in the Work***

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

**11.03 *Unauthorized Changes in the Work***

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

**11.04 *Change of Contract Price***

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
  - 1. a mutually acceptable fixed fee; or
  - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and

13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
  - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  - 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For

purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 *Notification to Surety*

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

### **ARTICLE 12 – CLAIMS**

#### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct

negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation:*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 Cost of the Work**

A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and

payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
  - 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.



### 13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### 14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

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

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to

Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

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

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### **15.01 *Progress Payments***

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
  - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
    - a. the Work has progressed to the point indicated;
    - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities

and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

**D. *Payment Becomes Due:***

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate

of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the

provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

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

#### 15.06 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

##### B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07.



Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended

for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

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

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate For Convenience*

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

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

### **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

#### 17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

- B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18 – MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### **18.02 *Computation of Times***

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

### **18.03 *Cumulative Remedies***

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

### **18.04 *Limitation of Damages***

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

### **18.05 *No Waiver***

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

### **18.06 *Survival of Obligations***

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

### **18.07 *Controlling Law***

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

# ALTERNATE

## Touchless Fixtures Installation

### Coliseum

Floor Level	Toilet	Urinals	Sink	Hand Dryer	Notes
Womens Locker Room	2		2	2	
Mens Locker Room	1	2	2	1	
Production Office	1		2	1	
Star Dressing Room A	1		1	1	
Star Dressing Room B	1		1	1	
Visitors Locker Room	6		10	4	room has older hand dryers
Marksmen Locker Room	2	2	4	2	room has older hand dryers
Marksmen Coaches Room	1		1	1	
Marksmen Weight Room	4		8	2	room has older hand dryers

Concourse					
Marksmen Office	1		1	1	
Box Office	1		1	1	

Admin					
Mens Restrooms	2	1	3	2	
Womens Restrooms	3		3	2	

Kitchen					
Restrooms	2		2	2	

Coliseum	28	5	41	23
----------	----	---	----	----

### Expo

Lobby	Toilet	Urinals	Sink	Hand Dryer	Notes
Womens Restroom	18		12		
Mens Restroom	10	14	8		

F&B Office	2		2	2	
Old Kitchen	1		1	1	

Expo	31	14	23	3
------	----	----	----	---

Flush Valves	78
Faucets	64
Hand Dryers	26





**Purple - Project**  
**Pink - Alternate**

## A2.1





## Engineering Department

### CROWN COLISEUM RESTROOM RENOVATION

#### ADDENDUM 01

*This Addendum, applicable to the work designed below, shall be understood to be and is an addendum and shall be part of and included in the contract documents for the above reference project. **Please acknowledge receipt of addendum on bid form.** Failure to do so may subject the Bidder to disqualification. All general, supplementary and special conditions, etc. as originally specified or as modified below shall apply to these items.*

#### GENERAL INFORMATION/CLARIFICATIONS

- Pre Pre-bid questions and answers – attached
- Post pre-bid questions and answers – attached
- Specification sheets for owner provided materials and suggested porcelain fixtures: sensor faucets, flush valves, hand dryers, light fixtures, toilets, urinals and sinks
- Light sensors – 1 sensor to control all lights in the restroom
- Connex storage – if space is available at the time of the project a connex container can be placed on site. However, the County nor Oak View Group will not be responsible for the container or its contents.
- Electrical drawings – attached
- Counts per restrooms – attached

**PLEASE NOTE THESE ARE ESTIMATES ONLY!** Per the General Conditions (F) – contractors are responsible for all measurements and quantities.

#### CHANGES TO THE SPECIFICATIONS

- Table of Contents, page 2  
Replace Table of Contents with revised Table of Contents attached.
- Division One – General Requirements, page 10
  - **Arena Level**
    - Entrance Door, page 10  
Add following items:
      - Remove and retain all door hardware. Remove and dispose of all kick plates.
      - Reinstall existing door hardware.
      - Replace kick plates with new stainless steel kick plates.
    - Partitions, page 10





## Engineering Department

- Replace first and second items with following:
  - Remove and dispose of all grab bars, sanitary napkin receptacles and toilet paper dispensers.
  - Demo existing partitions to include sanitary napkin receptacles.
- Add the following to the fourth item:
  - Partitions for women's restrooms should include sanitary napkin receptacles.
- Replace last item with the following:
  - Reinstall new grab bars and any in wall sanitary napkin receptacles. All items to be purchased by contractor.
- Fixtures, page 10
  - Replace the second item with the following:
    - Remove and dispose of all tankless water heaters. If required by building or plumbing code or ADA requirements, provide new plumbing line that shall be tied to nearest hot water line. Repair water line and properly remove/conceal electrical in approved junction box as necessary.
- Walls, page 11
  - Remove the first item in its entirety.
  - Replace the second item with the following:
    - Remove and dispose of all frames, unmarked air fresheners, door stops, mirrors, light switches/sensors and covers, outlets and covers and changing stations.
  - Remove the sixth item in its entirety.
  - Replace the last sentence of the seventh item with the following:
    - Light sensors should be placed in the same location as the existing sensor or switch.
- Concourse Level
  - Entrance Door (Family Restroom Only), page 11
    - Revise the section title to:  
Doors (entrance and interior)
    - Add following items:
      - Remove and retain all door hardware. Remove and dispose of all kick plates.
      - Reinstall existing door hardware.
      - Replace kick plates with new stainless steel kick plates.
  - Partitions, page 11



## Engineering Department

- Replace first and second items with following:
  - Remove and dispose of all grab bars, sanitary napkin receptacles and toilet paper dispensers.
  - Demo existing partitions to include sanitary napkin receptacles.
- Add the following to the fourth item:
  - Partitions for women's restrooms should include sanitary napkin receptacles.
- Replace last item with the following:
  - Reinstall new grab bars and any in wall sanitary napkin receptacles. All items to be purchased by contractor.
- Fixtures, page 11
  - Replace the second item with the following:
    - Remove and dispose of all tankless water heaters. If required by building or plumbing code or ADA requirements, provide new plumbing line that shall be tied to nearest hot water line. Repair water line and properly remove/conceal electrical in approved junction box as necessary.
- Walls, page 12
  - Remove the first item in its entirety.
  - Replace the second item with the following:
    - Remove and dispose of all frames, unmarked air fresheners, door stops, mirrors, light switches/sensors and covers, outlets and covers and changing stations.
  - Replace the third item with the following:
    - Repair walls as needed, to include foyer walls.
  - Replace the fifth item with the following:
    - Remove any flaking paint and/ or rust, to include foyer walls.
  - Replace the sixth item with the following:
    - Apply 2 coats of Sherwin Williams ProMar 200 Zero VOC Interior Latex Eggshell paint or equivalent over primer, to include foyer walls. Color to be selected by owner.
  - Remove the seventh item in its entirety.
  - Replace the last sentence of the eighth item with the following:
    - Light sensors should be placed in the same location as the existing sensor or switch.
- Floor, page 12
  - Add the following:





## Engineering Department

- Floor work to be completed in the Women's and Men's restrooms only. The Family restroom floor is not included in this project.
- **Skybox Level**
  - Partitions, page 13
    - Replace first and second items with following:
      - Remove and dispose of all grab bars, sanitary napkin receptacles and toilet paper dispensers.
      - Demo existing partitions to include sanitary napkin receptacles.
    - Add the following to the fourth item:
      - Partitions for women's restrooms should include sanitary napkin receptacles.
    - Replace last item with the following:
      - Reinstall new grab bars and any in wall sanitary napkin receptacles. All items to be purchased by contractor.
  - Fixtures, page 13
    - Replace the second item with the following:
      - Remove and dispose of all tankless water heaters. If required by building or plumbing code or ADA requirements, provide new plumbing line that shall be tied to nearest hot water line. Repair water line and properly remove/conceal electrical in approved junction box as necessary.
  - Walls, page 13
    - Remove the second item in its entirety.
    - Replace the third item with the following:
      - Remove and dispose of all frames, unmarked air fresheners, door stops, mirrors, light switches/sensors and covers, outlets and covers and changing stations.
    - Remove the eighth item in its entirety.
    - Replace the last sentence of the ninth item (page 14) with the following:
      - Light sensors should be placed in the same location as the existing sensor or switch.
- **Hospitality Level**
  - Entrance Door, page 14
    - Add following items:
      - Remove and retain all door hardware. Remove and dispose of all kick plates.
      - Reinstall existing door hardware.



## Engineering Department

- Replace kick plates with new stainless steel kick plates.
- Partitions, page 14
  - Replace first and second items with following:
    - Remove and dispose of all grab bars, sanitary napkin receptacles and toilet paper dispensers.
    - Demo existing partitions to include sanitary napkin receptacles.
  - Add the following to the fourth item:
    - Partitions for women's restrooms should include sanitary napkin receptacles.
  - Replace last item with the following:
    - Reinstall new grab bars and any in wall sanitary napkin receptacles. All items to be purchased by contractor.
- Fixtures, page 14
  - Replace the second item with the following:
    - Remove and dispose of all tankless water heaters. If required by building or plumbing code or ADA requirements, provide new plumbing line that shall be tied to nearest hot water line. Repair water line and properly remove/conceal electrical in approved junction box as necessary.
- Walls, page 15
  - Remove the second item in its entirety.
  - Replace the third item with the following:
    - Remove and dispose of all frames, unmarked air fresheners, door stops, mirrors, light switches/sensors and covers, outlets and covers and changing stations.
  - Remove the eighth item in its entirety.
  - Replace the last sentence of the ninth item with the following:
    - Light sensors should be placed in the same location as the existing sensor or switch.
- Bid, pages 17 and 18
  - Replace bid form with revised form and included minority business forms, attached.



## **Crown Restroom Renovation Prior to Pre-Bid Questions**

1. I was wondering if the walk thru for January 8, 2025 was for GCs only or can we bring our subs as well?

Yes, all are welcome! The more we can address beforehand the better!

2. I have reviewed the bid documents, and I did not see any construction documents are there any for this project?

This project will be a retrofit. We are looking to directly replace and refresh the restrooms. If there is something specific that would be helpful to you please let me know and I will do my best to have it available at the pre-bid meeting on January 8th.

3. Do you have any documents for the upcoming Crown Restroom Reno?

This project will be a retrofit. We are looking to directly replace and refresh the restrooms. If there is something specific that would be helpful to you please let me know and I will do my best to have it available at the pre-bid meeting on January 8th.

4. We are interesting bidding the above project. Will you send me the bid documents via email?

The file is too large for me to attach to an email. The bid documents are available on both the County and State bid sites.

5. I am reaching out to request the plans, specs, and any other available bid documents that may be available at this time.

All bid documents can be found on the County and State bids sites. The file is too large for me to attach to an email.

6. Is there a project number for the NC EVP website? I looked on the Cumberland County website and was not able to find this project. Is there anything else you could offer to get me in the right direction? Any link you could copy or anything?

Below is a link to the County site. Once you hit "search" the bid number is 645 (last one on the list). Click on the bid number and the spec document is listed under Attachments on the right side of the screen. Hover over the number beside Attachments and a list will populate that you can click on.

<https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx>

I don't know the bid number for the State off hand but if the above doesn't work I can look that up and send it to you.



7. I know we have an alternate for this project and I go and look at the bid form there is no place for the alternative price to go.

Thank you so much for the notification. Once I receive all questions and after the pre-bid, I will make the change to the bid form on the addendum I will be issuing.

8. Will there be space for onsite storage?

It would depend on the type and amount of time needed.

9. Will there be specifications/submittals for owner provided materials before bid?

Yes, those will be provided at the pre-bid with the questions that have been asked thus far.

10. Will there be enough time in the walk-through to inspect job conditions?

The plan is to walk through the entire project. If time allows, we can go back to areas that need inspection or decide on a follow up walk through prior to the bid due date.

11. How many water heaters are contained on the job?

I do not have an exact count, but I believe there is one mini tankless heater per restroom. We will be sure to count these during the pre-bid walk through.

12. Could you get back in contact with me to confirm the location for the mandatory site visit on January 8th? Would that be at the Crown Coliseum, or somewhere else?

Yes, the pre-bid will be on site at the Coliseum.

13. Will the touchless fixtures and toilet flush valves have a 120V transformer we will need to run a circuit for? If so what panel/location with this circuit be fed from?

These will be battery operated.

14. Automatic hand dryers will require dedicated 120v circuits. What panel/location will these circuits be fed from?

As we do not have an electrician on staff our best answer is the nearest available panel. This will be discussed with the bidder that is awarded the project.

15. The general requirements state that light sensors should be placed outside of restrooms. Typically, these sensors are placed inside the rooms to pick up on movement on the inside. Is this correct?

The sensors are to be placed in the foyer outside the main room of the restroom. Some restrooms already have sensors in these areas.

16. Could you give me a little more information on the scope/summary of work? I'm looking for anything regarding general trades or final cleaning.

Is there something specific you are looking for on the general trades and cleaning?

- Page 5, letter c – “all work performed by contractors licensed in respective fields of competence”
- Page 8, Construction Trash & Debris – “Site will be maintained in a clean condition at all times.”

17. I've read through the specifications, but there also isn't anything on the budget numbers.

Unfortunately, we are not permitted to share/post any budget information.



## Crown Restroom Renovation Pre-Bid and

### Post Pre-Bid Questions

1. On the Level Plans, some of the Restrooms are colored Pink (Alternate) while others are Purple (Base Bid). However, on the zoomed-in plans for each level, the Restrooms are highlighted Pink.

That is actually/supposed to be purple, but I do see what you mean. Just for clarification, all the zoomed in plans are for the base project only.

2. Will this project require a bid bond or Payment & Performance bond?

Yes, both bonds are required.

3. The scale on the plans seems to be a little off. Do you have any idea as to what the square footage of the bathrooms are?

The plans included are reduced PDFs of scaled drawings, not printed to scale. I do not have the exact square footage of the restrooms. We are having a second walk through Monday, January 13<sup>th</sup>, at 9am if you would like to come measure.

4. By chance did anyone mention how far each hot water line is from the bathrooms?

As each restroom is different, we do not know the plumbing of each restroom. We are wanting a like for like replacement so if hot water is not available, we do not need to have it.



**SLOAN® SENSOR FAUCET**  
**SF-2350-BAT-BDM-CP-0.5GPM-MLM-FCT**  
(General Model Name: SF2350-BDM CP FCT PED BATTERY)

**CODE NUMBER**

3362118

**DESCRIPTION**

Battery Power Supply, Below Deck Manual Mixing Valve, Polished Chrome Finish, 0.5 gpm, Multi-Laminar Spray, Infrared Sensor, Sloan® Battery-Powered Deck-Mounted Mid Integrated Base Body Faucet.

**DETAILS**

- Flow Rate: 0.5 gpm (1.9 Lpm) (0.5GPM)
- Spray Type: Multi-Laminar (MLM)
- Spout Type: Pedestal
- Sensor Type: Infrared
- Mounting Type: 4" Centerset
- Power Supply: Battery (BAT)
- Temperature Mixer: Below Deck Manual Mixing Valve (BDM)
- Finish: Polished Chrome (CP)
- Factory Default Timeout: 30 seconds
- Factory Default Gallons per Cycle: 0.25

**FEATURES**




Commercial Grade, ADA Compliant, Electronic, Sensor-Activated, Brass 4 Centerset Hand Washing Faucet with the following features:

- Splash-proof Circuit Control Module
- Adjustable Infrared Sensor Range
- 36" (914 mm) Long Sensor Cable
- 24" (610 mm) Long Flex Hose
- Filtered Solenoid Valve with serviceable Strainer Filter
- Includes Four (4) AA-size Batteries
- Includes appropriate Mounting Hardware

**ELECTRICAL SPECIFICATIONS**

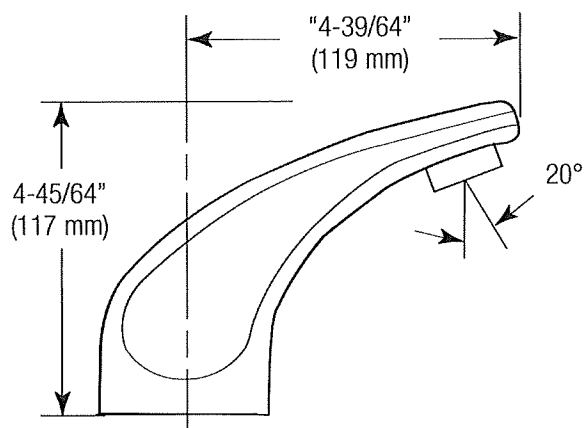
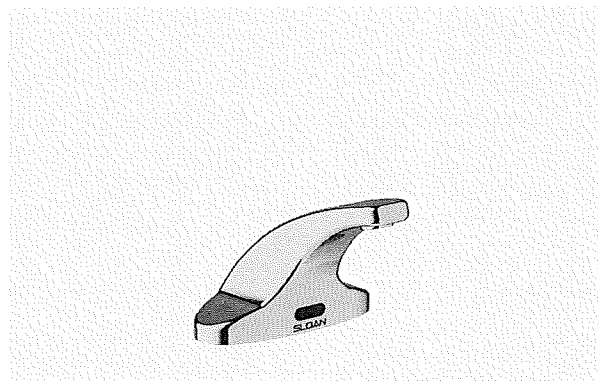
- Battery Life: 2 years 8,000 cycles/month
- Timeout Adjustment Settings: 30s

**VIDEOS**

-  SF-2100/2150/SF-2200/2250/SF-2300/2350/SF-2400/2450 Parts Breakdown
-  SF-2100/2150/SF-2200/2250/SF-2300/2350/SF-2400/2450 Module Replacement
-  SF-2100/2150/SF-2200/2250/SF-2300/2350/SF-2400/2450 Battery Replacement- Sensor Range Adjustment

**DOWNLOADS**

- SF Series Installation Instructions
- SF Series (FR) Installation Instructions
- SF Series (SP) Installation Instructions
- SFP 35-A Installation Instructions
- Trim Plate Guide
- SF-2300/2350 Repair and Maintenance Guide
- Additional Downloads



**COMPLIANCES & CERTIFICATIONS**



(ADA Compliant, ASME A112.18.1 Compliant, CalGreen Compliant, CEC Compliant, cUPC Certified, cUPC Low Lead Compliant, GPC 0.25 or less, IAPMO, NSF-61, NYC604.4, Proposition 65, TAS, UPC Certified, UPC Low Lead Compliant, WaterSense Listed, WELL Building Standard)

**NOTES**

All information contained within this document subject to change without notice.

Looking for other variations of the SF-2350 product? View the general spec sheet with all options.

Find a matching soap dispenser for this faucet.  
Find a compatible sink for this faucet.

Sloan 10500 Seymour Ave, Franklin Park, IL 60131  
Phone: 800.982.5839 • Fax: 800.447.8329 • sloan.com



**SLOAN® SENSOR FAUCET**  
**SF-2350-BAT-BDM-CP-0.5GPM-MLM-FCT**  
(General Model Name: SF2350-BDM CP FCT PED BATTERY)

**WARRANTY**

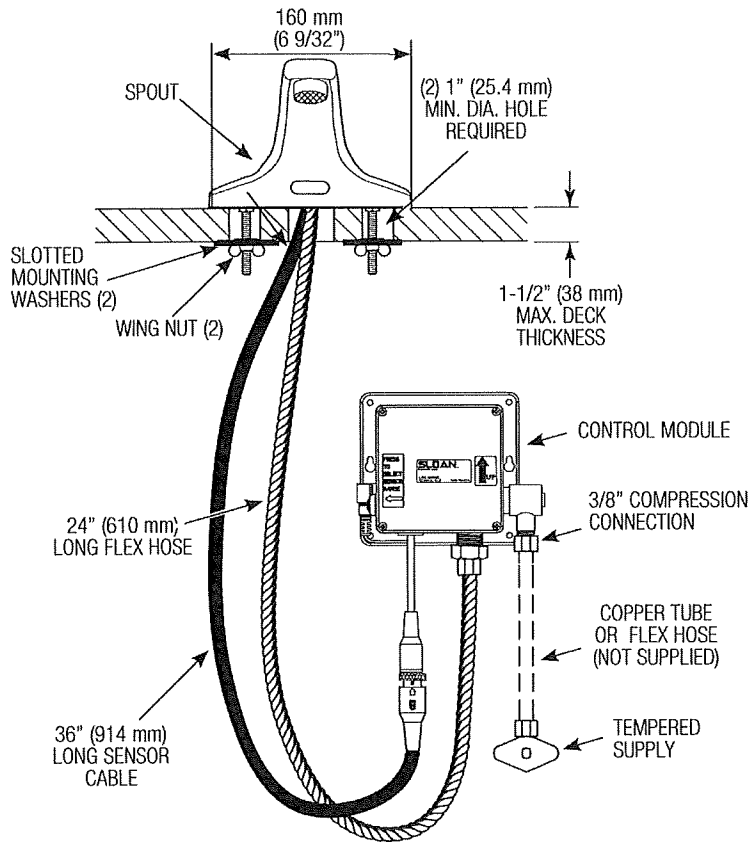
[View Warranty Information](#)

**Sloan 10500 Seymour Ave, Franklin Park, IL 60131**  
Phone: 800.982.5839 • Fax: 800.447.8329 • [sloan.com](http://sloan.com)

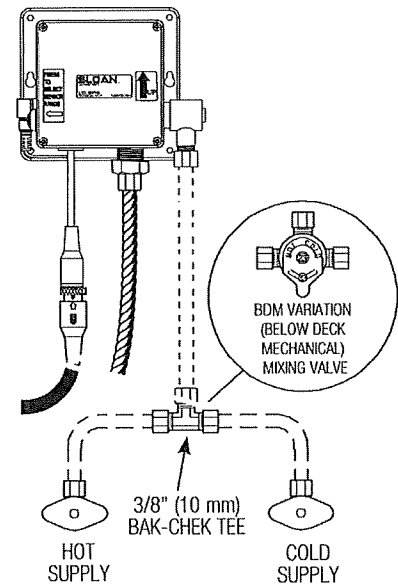


**SLOAN® SENSOR FAUCET**  
**SF-2350-BAT-BDM-CP-0.5GPM-MLM-FCT**  
(General Model Name: SF2350-BDM CP FCT PED BATTERY)

**ROUGH-IN**



**HOT AND COLD WATER  
SUPPLY APPLICATIONS**  
(SPECIFY IN MODEL VARIATION)



Sloan 10500 Seymour Ave, Franklin Park, IL 60131  
Phone: 800.982.5839 • Fax: 800.447.8329 • [sloan.com](http://sloan.com)

**CODE NUMBER**

3325500

**DESCRIPTION**

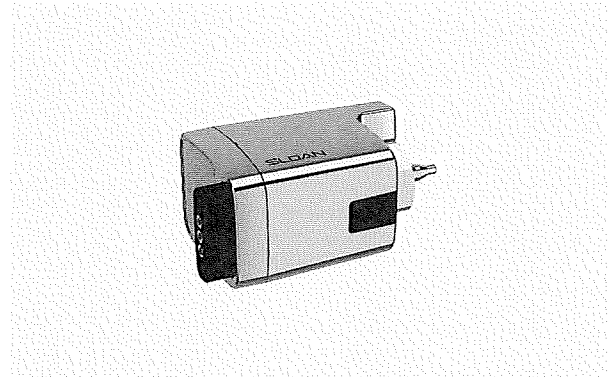
Polished Chrome Finish, Fixture Connection Top Spud, Single Flush, Battery, Infrared, Exposed Sensor Urinal/Water Closet Retrofit Flushometer.

**DETAILS**

- Finish: Polished Chrome (CP)
- Power Type: Battery
- Valve: Diaphragm/Piston
- Fixture Type: Urinal/Water Closet
- Fixture Connection: Top Spud

**FEATURES**

- ADA Compliant Battery powered infrared side mount sensor for automatic "No Hands" operation
- Four (4) size C batteries included
- Non-Hold-Open True Mechanical Override Full Flush Button
- "Low Battery" Flashing LED
- "User in View" Flashing LED
- 72-Hour Sentinel Flush
- Estimated battery life - 3 years at 4000 cycles per month
- Sensor with Automatic Range Adjustment

**COMPLIANCES & CERTIFICATIONS**BREEAM<sup>®</sup>  
WATERGREEN  
GLOBES

(ADA Compliant, BREEAM Water Credit, cUPC Certified, Green Globes Water Credit)

**ELECTRICAL SPECIFICATIONS**

- Arming Delay: 1-3 seconds
- Control Circuit: 6 VDC Input/72 Hour Sentinel Flush/Solid State
- Sensor Range: 22"-42" (559-1,067mm)

**VALVE OPERATING PRESSURE (FLOWING)**

15-80 PSI (103-552 kPa). Specific fixtures may require greater minimum flowing pressure - consult manufacturer requirements.

**DOWNLOADS**

- EBV-500/550-A Installation Instructions
- EBV500/EBV550 Repair and Maintenance Guide
- Additional Downloads

**NOTES**

All information contained within this document subject to change without notice.

Looking for other variations of the EBV500A product? View the general spec sheet with all options.

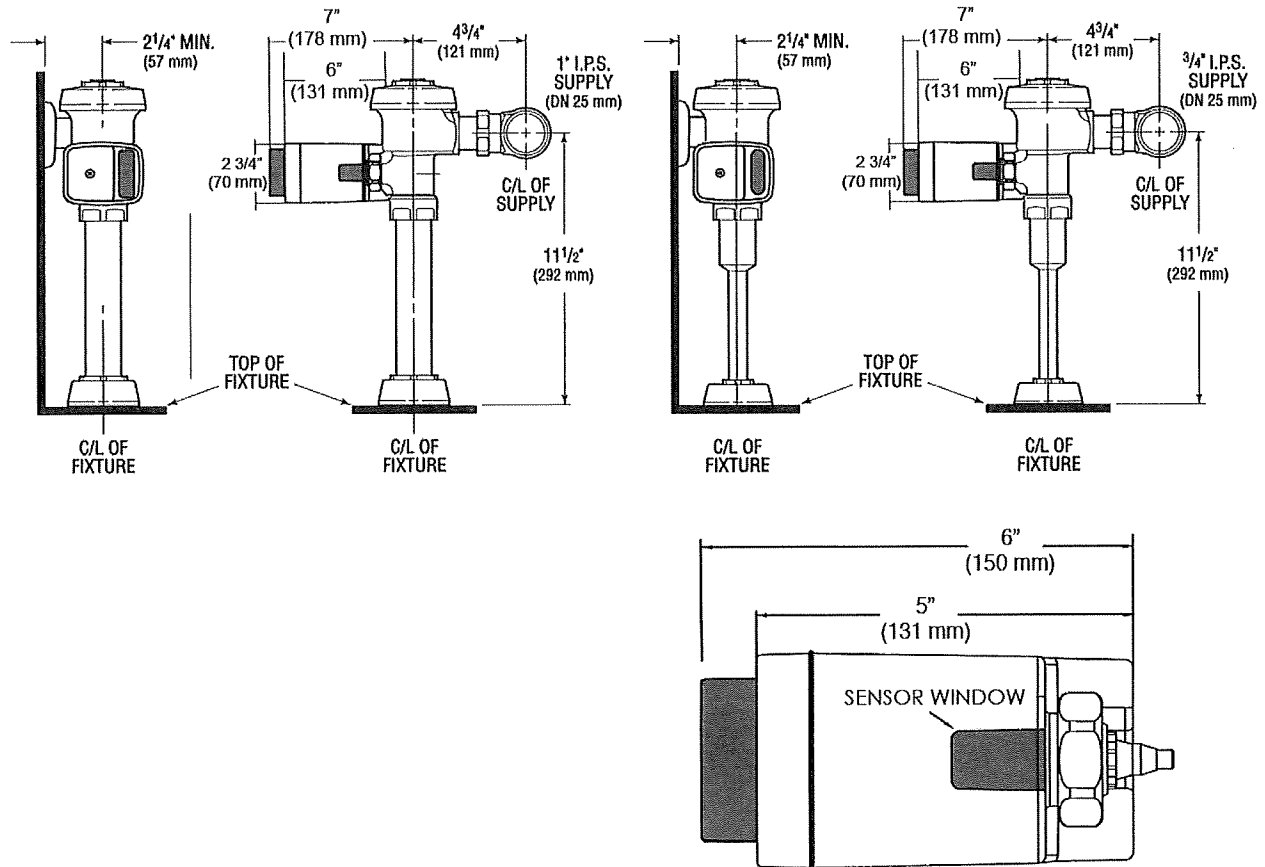
Find a compatible urinal for this flushometer.

Find a compatible water closet for this flushometer.

**WARRANTY**

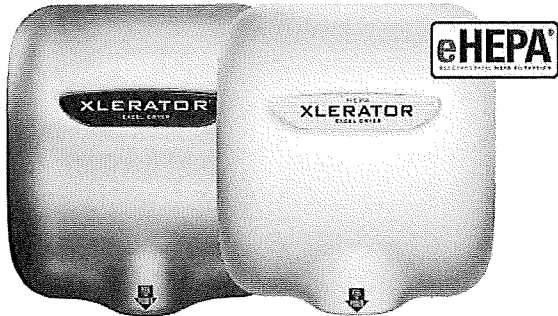
[View Warranty Information](#)

### ROUGH-IN



# XLERATOR® HAND DRYER

MODELS: **XL - BW W GR C SB SI SP** OPTIONS: **-H** (HEPA Filter) **-1.1N** (Noise Reduction Nozzle) **-VOLTAGE** (See Chart)



**XL-SB**  
Brushed Stainless  
Steel

**XL-W-H**  
White Epoxy  
Painted



**XL-W**  
White Epoxy  
Painted



**XL-GR**  
Graphite Textured  
Painted



**XL-SP3**  
Custom Special Paint



**XL-SI4**  
Custom Special  
Image



**XL-C**  
Chrome  
Plated



**XL-SB**  
Brushed Stainless  
Steel



UL Environment published the first global Product Category Rules (PCR) for Hand Dryers. The PCR created evaluation methods through industry consensus that compare products' environmental impact and performance. Third-party testing results then allow for the creation of certified Environmental Product Declarations (EPDs).



An EPD is a comprehensive, internationally-harmonized report documenting a product's environmental impact over its lifecycle. They enable specifiers and buyers to make a true apples-to-apples comparison of products and make more informed product selections. Excel Dryer received the industry's first certified EPDs.

## LIMITED WARRANTY

The dryer shall be guaranteed to be free from defects for a period of **seven (7) years**. Warranty shall include labor performed at factory as well as the repair or exchange of defective parts, at manufacturer's option.

## QUANTITY RECOMMENDATIONS

One dryer for every two washbasins is sufficient for most applications. If restroom traffic is unusually heavy, we suggest one dryer per washbasin in small installations and two dryers for every three washbasins in larger installations. When a 54" washfountain is used, we suggest four to five dryers.

## PERFORMANCE



**DRY TIME: 8 SECONDS<sup>1</sup>**

**ENERGY PER USE: 3.7 Wh<sup>1</sup>**

## DATA BASED ON ALL XL .8 NOZZLE DRYERS INCLUDING eHEPA® MODELS

**SOUND:** 62 - 75 dB(a) Average

**VELOCITY:** 12,000 - 20,000 LFM @ Air Outlet

**FLOWRATE:** 39 - 64 CFM

**MOTOR RPM:** Up to 24,000 RPM

**HEAT RANGE:** OFF to HIGH: 90°F - 145°F Average @ Air Outlet

**WATTAGE:** ~1,450 Watts (Heat On) ~510 Watts (Heat Off)

## CONSTRUCTION

A. All covers will be fastened to a base plate by two chrome plated tamper-proof bolts. Cover shall be one of the following:

**Die-cast zinc alloy** – One-piece, heavy-duty, rib-reinforced, lightweight, unbreakable, rustproof and all exposed surfaces shall be bright chrome plated or finished with chip-proof, electrostatically applied epoxy paint.

**Bulk Molding Compound (BMC)** – White reinforced thermoset resin.

**Stainless Steel** – with a brushed finish.

**Special Image** – Digital image applied to die-cast or stainless steel covers using patented Kolorfusion Sublimation Decoration process.

B. Base plate shall be equipped with (3) 7/8" (22 mm) diameter holes, the bottom one is suitable for use with surface conduit.

C. All internal parts shall be coated according to Underwriters' Laboratories, Inc. requirements.

D. Entire mechanism shall be internally grounded.

E. Options

**Electrostatic HEPA (eHEPA®) Filtration System:** Removes 99.999% of viruses and 99.97% of potentially present bacteria<sup>2</sup> at 0.3 microns from the airstream.

**1.1" Noise Reduction Nozzle:** Reduces the sound level by 9 decibels by significantly decreasing air deflection noise while only increasing dry time by approximately 3 seconds.

F. Accessories (optional)

**Antimicrobial Wall Guards:** 89W (Microban® White), 89B (Microban Black), 89S (Brushed Stainless Steel)

**XChanger Paper Towel Dispenser Retrofit Kit:** 40575, 40576 (ADA Height)

**ADA-Compliant Recess Kit:** 40502

## MECHANISM

A. **New 50% longer life motor** shall be a thermally protected, series commutated, through-flow discharge vacuum motor/blower (5/8 hp / 24,000 rpm) which provides air velocity of up to 20,000 LFM (linear feet per minute). Includes a washable metal mesh filter for more reliable performance.

B. Heating element (970 W) is constructed of Nichrome wire and mounted inside the blower housing, thereby being vandal resistant. It shall be protected by an automatic resetting thermostat, which shall open whenever air flow is cut off and shall close when flow of air is resumed. It shall produce an average air temperature at the outlet of up to 145°F (63°C) at a 72°F (22°C) ambient room temperature.

C. Control assembly is activated by an infrared optical sensor located next to the air outlet. The dryer shall operate as long as hands are under the air outlet. Control includes a speed and sound control mechanism, adjustable heat control with High, Medium, Low and Off settings and a filter sensor which is activated should the filter become clogged. There is a 35-second lockout feature if hands are not removed. Sensor equipped with externally visible red LED that flashes error codes to assist in troubleshooting.

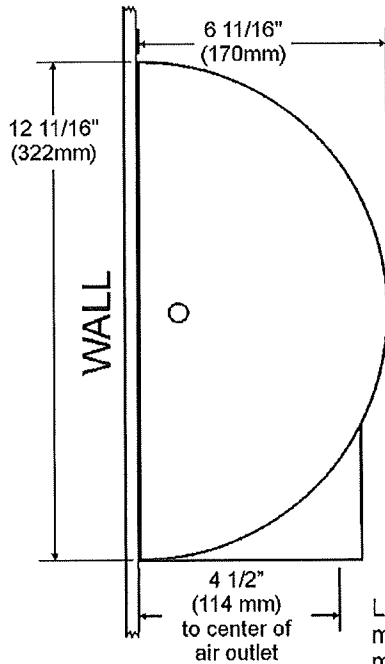


# XLERATOR® HAND DRYER

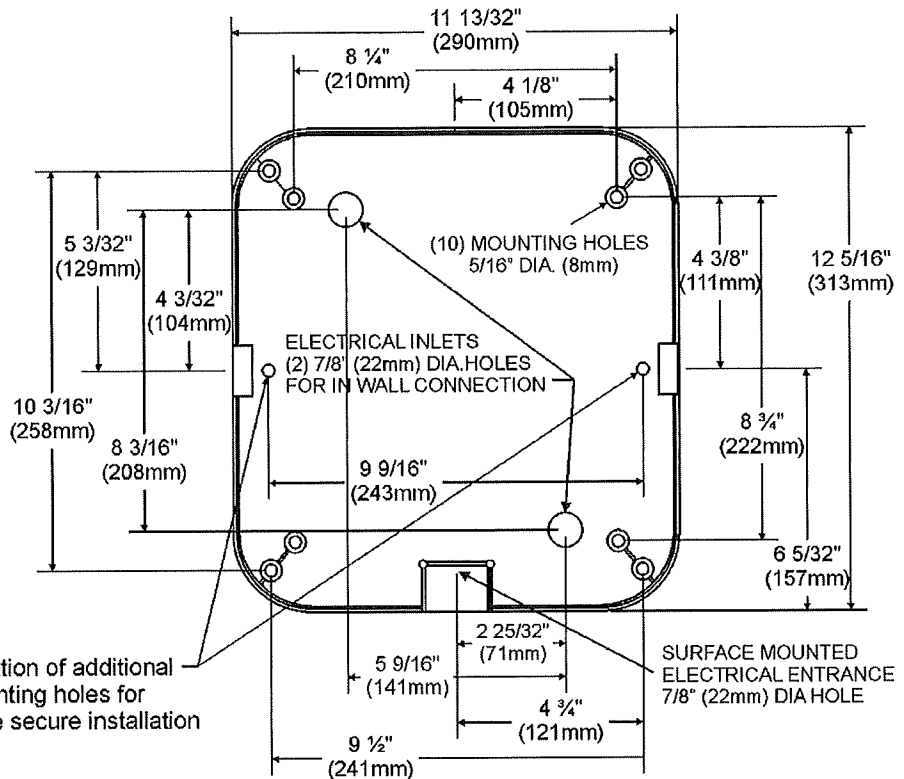


MODELS: **XL - BW W GR C SB SI SP** OPTIONS: **-H** (HEPA Filter) **-1.1N** (Noise Reduction Nozzle) **-VOLTAGE** (See Chart)

## SIDE VIEW



## FRONT VIEW FACING WALL



## DIMENSIONS

Width 11 3/4" (298 mm) Height 12 11/16" (322 mm) Depth 6 11/16" (170 mm)

## WEIGHT

XL-BW: 15 lbs. (6.8 kgs.) XL-SB: 16 lbs. (7.26 kgs.) XL-W, GR, C, SI, SP: 17 lbs. (7.71 kgs.)

## ELECTRICAL

VOLTS	AMPS	WATTS	AMPS (HEAT OFF)	WATTS (HEAT OFF)	HERTZ	LISTING
110-120V	11.3-12.2A	1,213-1,450W	4.3-4.5A	442-513W	50/60 Hz	UL US
208-240V	5.6-6.2A	1,135-1,450W	2.0-2.2A	495W	50/60 Hz	UL US
208-277V	5.6-6.2A	1,135-1,450W	2.0-2.2A	416-495W	50/60 Hz	UL
230V	6.1A	1,400W	2.1A	500W	50-60 Hz	CE

## SUGGESTED MOUNTING HEIGHTS from floor to bottom of dryer:

Men	45" (114 cm)
Women	43" (109 cm)
Teenagers	41" (104 cm)
Small Children	35" (89 cm)
Accessible	37" (94 cm)

## CERTIFICATIONS



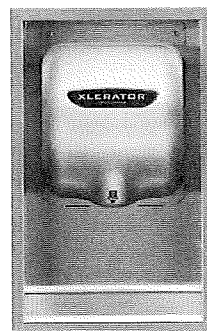
## ACTIVATION

Automatic Sensor Operated

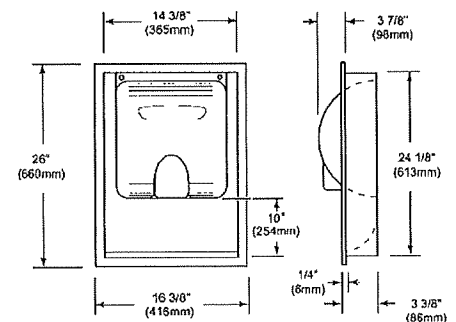
## MOUNTING

Surface-Mounted

## OPTIONAL ADA-COMPLIANT RECESS KIT



Part # 40502

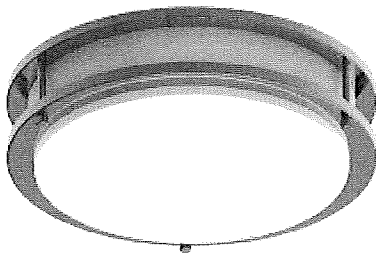


## DIMENSIONS

Width 16 3/8" (416 mm) Height 26" (660 mm) Depth 3 3/8" (86 mm)

Bottom of recessed wall box should be 10" (254 mm) below suggested mounting height for dryer.

<sup>1</sup>Dry time and energy use testing performed by SGS International on standard XLERATOR Hand Dryer with 0.8" nozzle to 0.25g or less of residual moisture, pursuant to the UL Environment Global Product Category Rules (PCR) for Hand Dryers.  
<sup>2</sup>Based on testing performed by LMS Technologies, 2023. <sup>3</sup>Special Paint powder-coated covers are available in many colors and textures. <sup>4</sup>Exclusive digital image technology allows for the addition of company, school or team logos with any color, design or a 'green message'.



Color: Brushed nickel

Weight: 2.0 lbs

Project:

Type:

Prepared By:

Date:

Driver Info

Type	Constant Current
120V	0.15A
208V	N/A
240V	N/A
277V	N/A
Input Watts	16W

LED Info

Watts	16W
Color Temp	2700/3000/3500/4000/5000K
Color Accuracy	90 CRI
L70 Lifespan	50,000 Hours
Lumens	1,100 lm
Efficacy	68.8

Technical Specifications

Performance

Description:

5CCT selectable, low maintenance, decorative back-lit LED retrofit fixture installs on standard junction boxes.

Product Type:

Surface & Flush Mounts

Input Wattage:

16W

Lumens:

1,100lm

Efficacy:

68.8lm/W

L70 Lifespan:

50,000-Hour LED lifespan based on IES LM-70 results

Compliance

UL Listed:

Suitable for wet locations

Energy Star Approved:

ENERGY STAR® Version 2.2 Certified

Energy Star ID:

2389850

Trade Agreements Act Compliant:

This product is a product of Cambodia and a "designated country" end product that complies with the Trade Agreements Act

Construction

Material:

Metal and Plastic

Trim Style:

Smooth Trim

Shape:

Round

Operating Temperature:

-20°C (-4°F) to 40°C (104°F)

Size:

12"

LED Characteristics

Beam Angle:

130°

R9 Value:

High color performance with R9 greater than or equal to 50

Installation

Mounting:

Surface mount

Electrical

THD:

≤20%

Power Factor:

≥0.9

Flicker:

≤30%

Input Voltage:

120V

Operating Frequency:

60Hz

Other

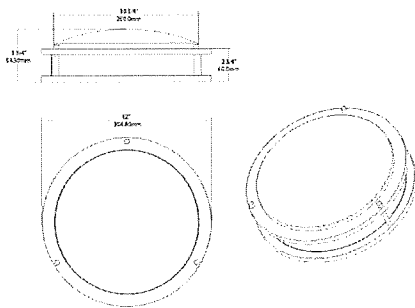
Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at [rablighting.com/warranty](http://rablighting.com/warranty).

Technical Specifications (continued)

**Buy American Act Compliance:**  
RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions

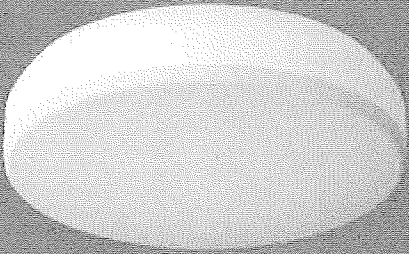


Features

- Surface Mount to ceiling or wall
- Field adjustable "set and forget" color temperature
- Diffused lens provides soft, smooth light
- Ideal for hospitality and multi-family residential applications
- Suitable for wet and damp locations
- 50,000-Hour lifespan

Ordering Matrix

Family	Type	Size	Shape	Wattage	CRI/Color Temp	Driver	Dimming	Finish	Sensor	Options
CRVFA	D	12	R	16	9CCT	120	T	BN		
	D = Decorative S = Smooth	11 = 11" 12 = 12" 14 = 14" 18 = 18" 19 = 19"	R = Round	16 = 16W 20 = 20W 32 = 32W	9CCT = 90 CRI, CCT Adjustable	120 = 120V UNV = 120-277V	Blank = 0-10V Dimming T = Triac Dimming	W = White BN = Brushed Nickel	Blank = No Sensor /MVS = Microwave Occupancy Sensor	Blank = No Option /EM = Battery Backup /EMBB = Battery Backup



Color: White      Weight: 1.8 lbs

Project:

Type:

Prepared By:

Date:

Driver Info

Type	Constant Current
120V	0.15A
208V	N/A
240V	N/A
277V	N/A
Input Watts	16W

LED Info

Watts	16W
Color Temp	2700/3000/3500/4000/5000K
Color Accuracy	90 CRI
L70 Lifespan	50,000 Hours
Lumens	1,150 lm
Efficacy	71.5

Technical Specifications

Performance

**Description:**  
5CCT selectable, low maintenance, standard back-lit LED retrofit fixture installs on standard junction boxes.

**Product Type:**  
Surface & Flush Mounts

**Input Wattage:**  
16W

**Lumens:**  
1,150lm

**Efficacy:**  
71.5lm/W

**L70 Lifespan:**  
50,000-Hour LED lifespan based on IES LM-70 results

Compliance

**UL Listed:**  
Suitable for wet locations

**Energy Star Approved:**  
ENERGY STAR® Version 2.2 Certified

**Energy Star ID:**  
2389554

Trade Agreements Act Compliant:

This product is a product of Cambodia and a "designated country" end product that complies with the Trade Agreements Act

Construction

**Material:**  
Plastic

**Trim Style:**  
Smooth Trim

**Shape:**  
Round

**Operating Temperature:**  
-20°C (-4°F) to 40°C (104°F)

**Size:**  
11"

LED Characteristics

**Beam Angle:**  
120°

**R9 Value:**  
High color performance with R9 greater than or equal to 50

Installation

**Mounting:**  
Surface mount

Electrical

**THD:**  
≤20%

**Power Factor:**  
≥0.9

**Flicker:**  
≤30%

**Input Voltage:**  
120V

**Operating Frequency:**  
60Hz

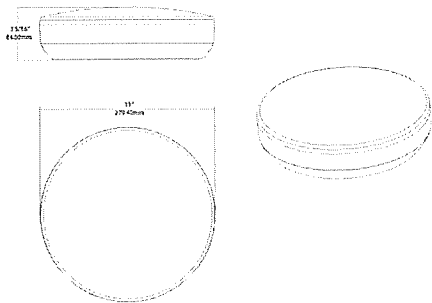
Other

**Warranty:**  
RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at [rablighting.com/warranty](http://rablighting.com/warranty).

Technical Specifications (continued)

**Buy American Act Compliance:**  
RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions

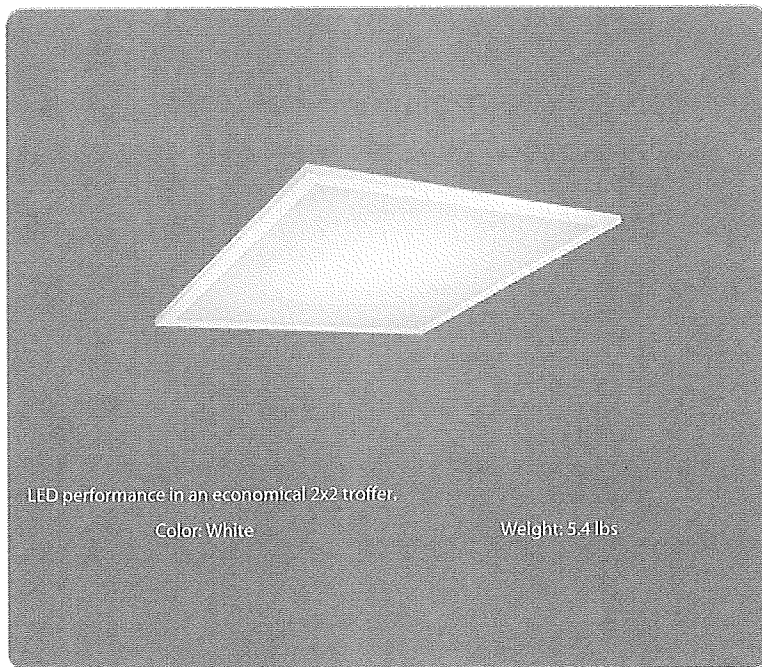


Features

- Surface Mount to ceiling or wall
- Field adjustable "set and forget" color temperature
- Diffused lens provides soft, smooth light
- Ideal for hospitality and multi-family residential applications
- Suitable for wet and damp locations
- 50,000-Hour lifespan

Ordering Matrix

Family	Type		Size	Shape		Wattage		CRI/Color Temp		Driver	Dimming		Finish		Sensor	Options
CRVFA	S	-	11	R	-	16	-	9CCT	-	120	T	-	W	-		
	D = Decorative S = Smooth		11 = 11" 12 = 12" 14 = 14" 18 = 18" 19 = 19"	R = Round		16 = 16W 20 = 20W 32 = 32W		9CCT = 90 CRI, CCT Adjustable		120 = 120V UNV = 120-277V	Blank = 0-10V Dimming T = Triac Dimming		W = White BN = Brushed Nickel		Blank = No Sensor /MVS = Microwave Occupancy Sensor	Blank = No Option /EM = Battery Backup /EMBB = Battery Backup



Project:

Type:

Prepared By:

Date:

**Driver Info**

Type	Constant Current
120V	0.25A
208V	0.15A
240V	0.13A
277V	0.11A
Input Watts	17.5-34.4W

**LED Info**

Watts	30W
Color Temp	3500/4000/5000K
Color Accuracy	81-84 CRI
L70 Lifespan	50,000 Hours
Lumens	2279-4328 lm
Efficacy	118.8-134.1 lm/W

**Technical Specifications****Field Adjustability****Field Adjustable:**

Field Adjustable Light Output:  
40W/30W/20W (factory default 30W)  
Color temperature (selectable by 3500K, 4000K and 5000K)

**Compliance****UL Listed:**

Suitable for damp locations

**CCEA Compliant:**

Luminaire Requirements used in Environmental Air Space per the electrical code specification of the City of Chicago

**IESNA LM-79 & LM-80 Testing:**

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

**Trade Agreements Act Compliant:**

This product is a product of Cambodia and a "designated country" end product that complies with the Trade Agreements Act

**DLC Listed:**

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.  
DLC Product Code: S-40P1IZ

**Construction****IC Rated:**

Suitable for direct contact with insulation

**Cold Weather Starting:**

The minimum starting temperature is -20°C (-4°F)

**Maximum Ambient Temperature:**

Suitable for use in up to 40°C (104°F)

**Lens:**

Frosted polystyrene

**Housing:**

Plastic frame & galvanized steel back housing

**Finish:**

White

**Green Technology:**

Mercury and UV free. RoHS-compliant components.

**LED Characteristics****LEDs:**

Long-life, high-efficacy, discrete, surface-mount LEDs

**Performance****Lifespan:**

50,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

**Wattage Equivalency:**

Equivalent to (2) F32T8 or (5) F17T8 or (4) F14T5

**Electrical****Drivers:**

20W: Constant Current, Class 2, 120-277V, 50/60 Hz, 120V: 0.17A, 208V: 0.10A, 240V: 0.09A, 277V: 0.08A  
30W: Constant Current, Class 2, 120-277V, 50/60 Hz, 120V: 0.25A, 208V: 0.15A, 240V: 0.13A, 277V: 0.11A  
40W: Constant Current, Class 2, 120-277V, 50/60 Hz, 120V: 0.34A, 208V: 0.20A, 240V: 0.17A, 277V: 0.15A

**Dimming Driver:**

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

**THD:**

5.44% at 120V, 8.25% at 277V

**Power Factor:**

99.7% at 120V, 95% at 277V

## Technical Specifications (continued)

### Installation

#### Mounting:

Recessed into T-grid ceiling. Surface and recessed mounting kits available for drywall ceilings.

### Other

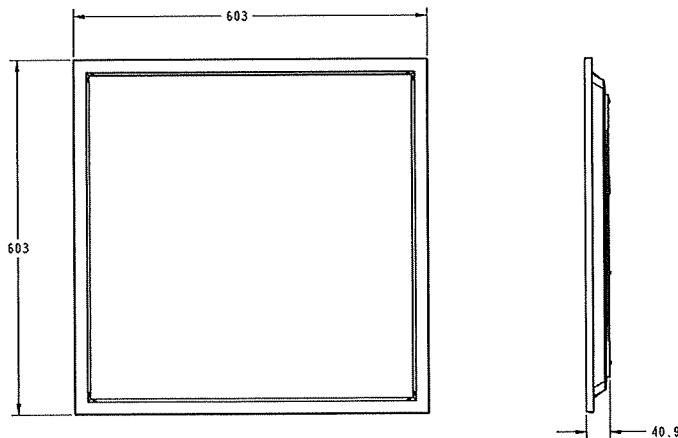
#### 5 Yr Limited Warranty:

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at [rablighting.com/warranty](http://rablighting.com/warranty).

#### Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

## Dimensions



## Features

- 0-10V dimming
- 50,000-Hour LED lifespan
- 5-Year, limited warranty
- 4 per case, must order in case quantity increments



Ordering Matrix

Family		Size/Wattage	Color Temp	Finish	Driver	Options
T34FA	-	2X2				
		1X4 = 1' x 4' 40/30/20W 2X4 = 2' x 4' 50/40/30W 2X2 = 2' x 2' 40/30/20W	Blank = 3500/4000/5000K Blank = Tunable White 3000K-6500K	Blank = White	Blank = 0-10V Dimming, 120-277V	/LCBS/MVS/E = Lightcloud Blue Enabled MVS Sensor w/Battery Backup /LCBS/E = Lightcloud Blue Enabled PIR Sensor w/Battery Backup /LCB/E = Lightcloud Blue Enabled w/ Battery Backup /LCBS/MVS = Lightcloud Blue Enabled w/ MVS Sensor /LCBS = Lightcloud Blue Enabled w/ PIR Sensor /E = Battery Backup /MVS = Microwave Occupancy Sensor /LCB = Lightcloud Blue Enabled /LC = Lightcloud Controller Blank = No Option



Project:

Type:

Prepared By:

Date:

## Driver Info

Type	Constant Current
120V	0.25A
208V	0.15A
240V	0.13A
277V	0.11A
Input Watts	17.2-34.3W

## LED Info

Watts	30W
Color Temp	3500/4000/5000K
Color Accuracy	82-84 CRI
L70 Lifespan	50,000 Hours
Lumens	2137-4089 lm
Efficacy	113.2-127.8 lm/W

## Technical Specifications

## Field Adjustability

## Field Adjustable:

Field Adjustable Light Output:  
40W/30W/20W (factory default 30W)  
Color temperature (selectable by 3500K, 4000K and 5000K)

## Compliance

## UL Listed:

Suitable for damp locations

## CCEA Compliant:

Luminaire Requirements used in Environmental Air Space per the electrical code specification of the City of Chicago

## IESNA LM-79 &amp; LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

## Trade Agreements Act Compliant:

This product is a product of Cambodia and a "designated country" end product that complies with the Trade Agreements Act

## DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.  
DLC Product Code: S-4H7PK2

## Construction

## IC Rated:

Suitable for direct contact with insulation

## Cold Weather Starting:

The minimum starting temperature is -20°C (-4°F)

## Maximum Ambient Temperature:

Suitable for use in up to 40°C (104°F)

## Lens:

Frosted polystyrene

## Housing:

Plastic frame & galvanized steel back housing

## Finish:

White

## Green Technology:

Mercury and UV free. RoHS-compliant components.

## LED Characteristics

## LEDs:

Long-life, high-efficacy, discrete, surface-mount LEDs

## Performance

## Lifespan:

50,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

## Wattage Equivalency:

Equivalent to (2) F32T8 or (2) F28T5

## Electrical

## Drivers:

20W: Constant Current, Class 2, 120-277V, 50/60 Hz, 120V: 0.17A, 208V: 0.10A, 240V: 0.09A, 277V: 0.08A  
30W: Constant Current, Class 2, 120-277V, 50/60 Hz, 120V: 0.25A, 208V: 0.15A, 240V: 0.13A, 277V: 0.11A  
40W: Constant Current, Class 2, 120-277V, 50/60 Hz, 120V: 0.34A, 208V: 0.20A, 240V: 0.17A, 277V: 0.15A

## Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

## THD:

6.87% at 120V, 9.66% at 277V

## Power Factor:

99.54% at 120V, 94.8% at 277V

**Technical Specifications (continued)****Installation****Mounting:**

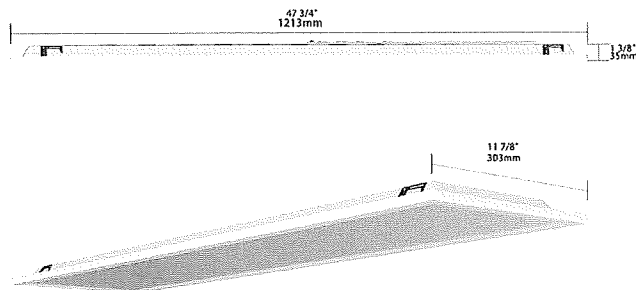
Recessed into T-grid ceiling. Surface and recessed mounting kits available for drywall ceilings.

**Other****5 Yr Limited Warranty:**

The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at [rablighting.com/warranty](http://rablighting.com/warranty).

**Buy American Act Compliance:**

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

**Dimensions****Features**

- 0-10V dimming
- 50,000-Hour LED lifespan
- 5-Year, limited warranty
- 4 per case, must order in case quantity increments

Ordering Matrix

Family		Size/Wattage	Color Temp	Finish	Driver	Options
T34FA	-	1X4				
		1X4 = 1' x 4' 40/30/20W	Blank = 3500/4000/5000K	Blank = White	Blank = 0-10V Dimming, 120-277V	/LCBS/MVS/E = Lightcloud Blue Enabled MVS Sensor w/Battery Backup
		2X4 = 2' x 4' 50/40/30W	Blank = Tunable White 3000K-6500K			/LCBS/E = Lightcloud Blue Enabled PIR Sensor w/Battery Backup
		2X2 = 2' x 2' 40/30/20W				/LCB/E = Lightcloud Blue Enabled w/ Battery Backup
						/LCBS/MVS = Lightcloud Blue Enabled w/ MVS Sensor
						/LCBS = Lightcloud Blue Enabled w/ PIR Sensor
						/E = Battery Backup
						/MVS = Microwave Occupancy Sensor
						/LCB = Lightcloud Blue Enabled
						/LC = Lightcloud Controller
						Blank = No Option



**Kingston™**  
Wall-mount top-spud toilet bowl, 1.28 or 1.6 gpf  
**K-84434**

### Features

- Elongated bowl offers added room and comfort
- Siphon jet
- 1.28 or 1.6 gpf (4.8 or 6.0 lpf) depending on flushometer specified
- 10-1/2" x 7-7/8" (267 x 200 mm) water surface
- 1-1/2" (38 mm) top spud

### Material

- Vitreous china

### Technology

- Cast-on putty plate resists breakage
- New design eliminates gas leaks, splashing and paper shredding

### Installation

- Three-bolt wall-mount
- This product is not designed or intended for bariatric use
- This product replaces Stratton™ K-4450-C



### Codes/Standards



ASME A112.19.2/CSA B45.1  
DOE - Energy Policy Act 1992  
EPA WaterSense®  
California Energy Commission (CEC)  
ADA  
ICC/ANSI A117.1  
CSA B651  
OBC

### KOHLER® One-Year Limited Warranty

See website for detailed warranty information.

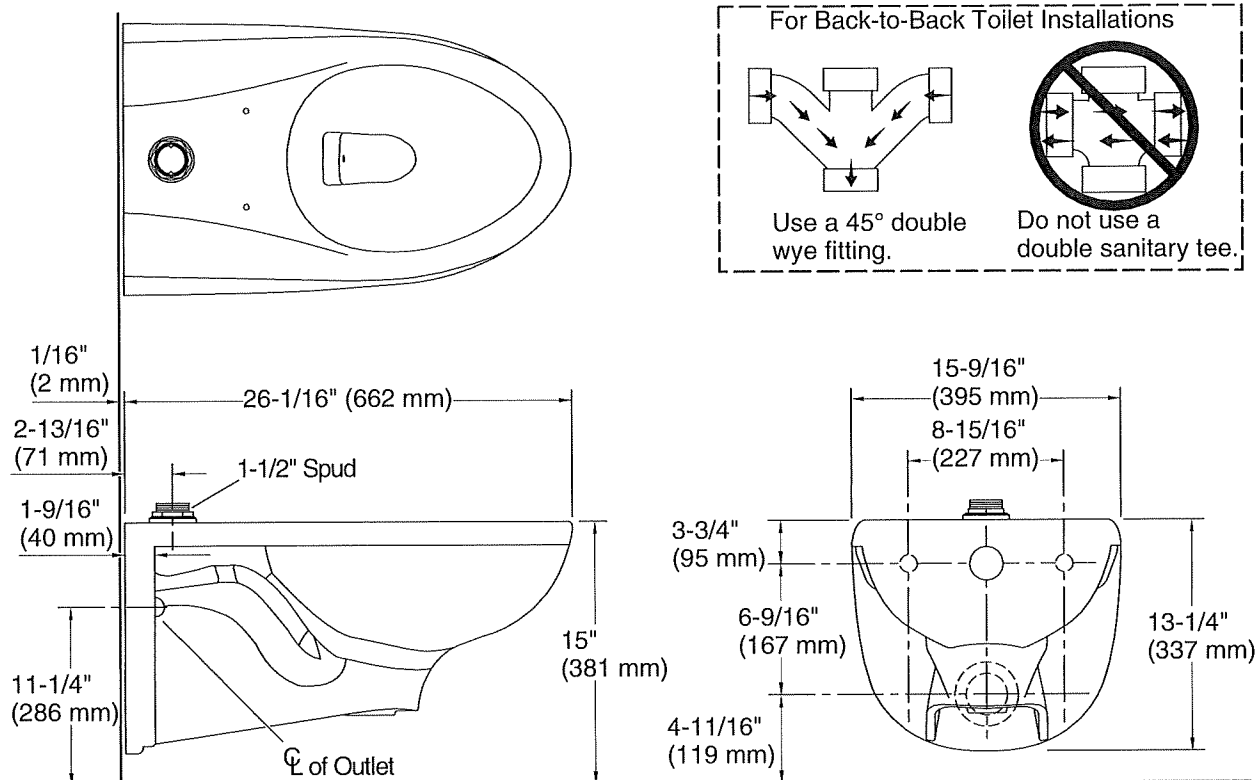
### Available Colors/Finishes

*Color tiles intended for reference only.*

Color	Code	Description
	0	White
	7	Black Black™

# KOHLER®

**Kingston™**  
Wall-mount top-spud toilet bowl, 1.28 or 1.6 gpf  
**K-84434**



## Technical Information

All product dimensions are nominal.

Toilet type:	Wall-hung
Waste Outlet:	Wall
Trap passageway:	2-5/16" (59 mm)
Rim to water surface:	4-15/16" (125 mm)
Rough-in:	11-1/4" (286 mm)

## Notes

Install this product according to the installation instructions.

ADA, OBC, CSA B651 compliant when installed to the specific requirements of these regulations.

Plumbing codes may require elongated toilets and elongated, open-front seats in public bathrooms.

Accessibility standards may require controls to be located on the open side of the toilet.

1-800-4KOHLER (1-800-456-4537)

Kohler Co. reserves the right to make revisions without notice to product specifications.

For the most current Specification Sheet, go to [www.kohler.com](http://www.kohler.com) USA or [www.kohler.ca](http://www.kohler.ca) Canada

10-29-2024 20:27 - US

THE BOLD LOOK  
OF **KOHLER®**



**Bardon™**  
High-Efficiency Urinal  
**K-4991-ET**

**Features**

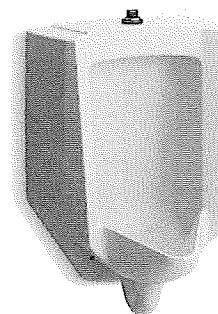
- Washout urinal
- 3/4" (19 mm) top spud
- 0.125 - 1.0 gpf (0.47 - 3.8 lpf)
- Will replace K-4904-ET

**Material**

- Vitreous china

**Installation**

- 14" (356 mm) extended rim



**ADA**

**CSA B651**

**Codes/Standards**




ASME A112.19.2/CSA B45.1  
DOE - Energy Policy Act 1992  
EPA WaterSense®  
California Energy Commission (CEC)  
ADA  
ICC/ANSI A117.1  
CSA B651  
IAPMO Certification

**KOHLER® One-Year Limited  
Warranty**

See website for detailed warranty information.

**Available Colors/Finishes**

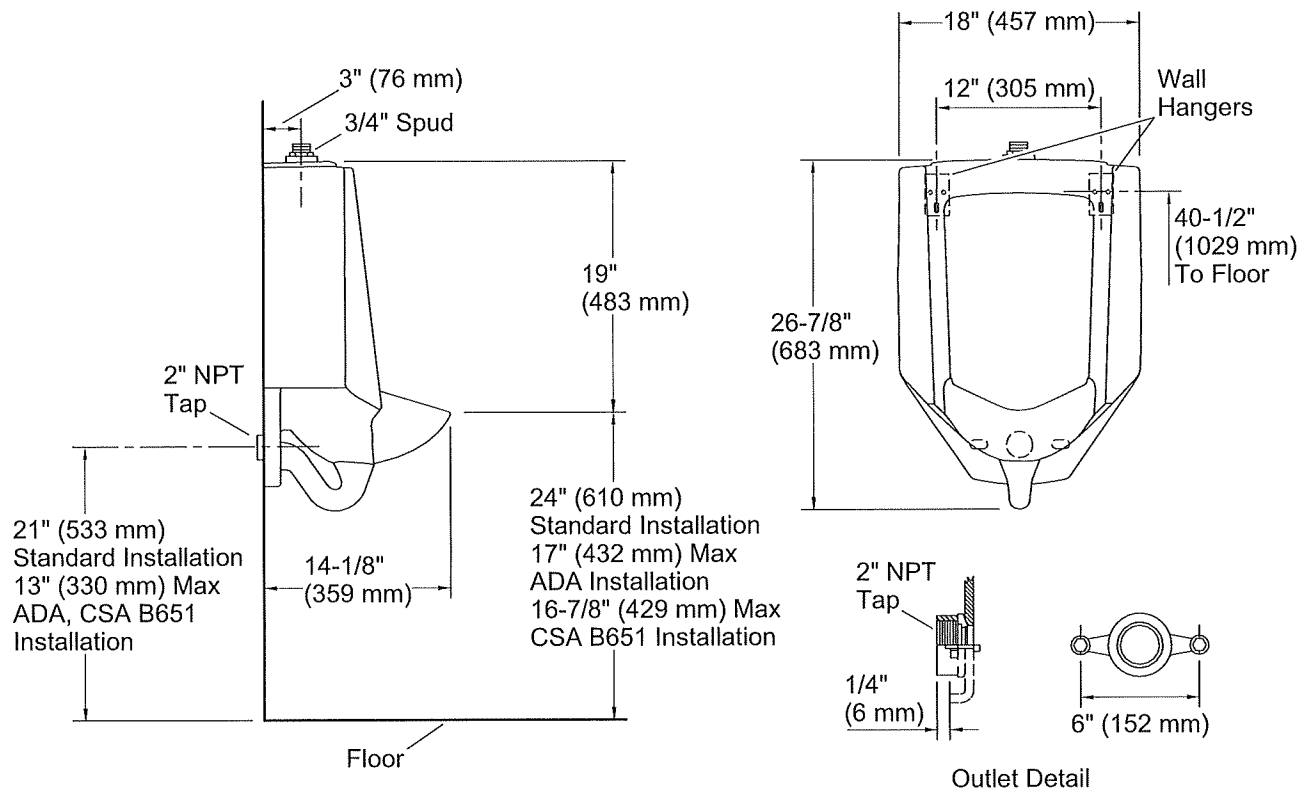
*Color tiles intended for reference only.*

Color	Code	Description
	0	White
	96	Biscuit
	7	Black Black™



# KOHLER®

## Bardon™ High-Efficiency Urinal K-4991-ET



### Technical Information

All product dimensions are nominal.

Spud size:	3/4", Inlet, Top
Min. Water per Flush:	0.125 gpf (0.5 lpf)
Max. Water per Flush:	1 gpf (3.8 lpf)

Designed for the above water use when installed with a water-saving flushometer.

### Notes

Install this product according to the installation guide.

Refer to manufacturer's instructions and local codes for flushometer requirements.

Recommended ADA outlet spud height will account for normal product variation.

For ADA compliance, measurement must be 17" (432 mm) or less from the floor to the top of the lip. For CSA B651 compliance, measurement must be 16-7/8" (429 mm) or less from the floor to the top of the lip.

ADA, CSA B651 compliant when installed to the specific requirements of these regulations.

1-800-4KOHLER (1-800-456-4537)

Kohler Co. reserves the right to make revisions without notice to product specifications.

For the most current Specification Sheet, go to [www.kohler.com](http://www.kohler.com) USA or [www.kohler.ca](http://www.kohler.ca) Canada

12-10-2024 20:54 - US/CA

THE BOLD LOOK  
OF **KOHLER**®



**Greenwich™**  
Wall-Mount Bathroom Sink  
**K-2031**

**Features**

- Made from premium materials that withstand high-volume usage
- 20-3/4"L x 18-1/4"W
- Faucet sold separately
- Includes wall hanger

**Material**

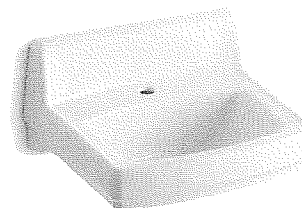
- Vitreous china

**Installation**

- Wall-mount
- Drilled for concealed arm carrier installation

**Recommended Products/Accessories**

K-8998 P-Trap  
K-1808-P Wall-Mount Sink Brackets  
K-23726 Drain treatment  
K-23725 Cast iron cleaner



**ADA**

**Codes/Standards**

ASME A112.19.2/CSA B45.1  
ADA  
ICC/ANSI A117.1  
IAPMO Certification


**KOHLER® Vitreous China Bathroom Sink Lifetime Limited Warranty**

See website for detailed warranty information.

**Available Colors/Finishes**

*Color tiles intended for reference only.*

**Color Code Description**

	0	White
---	---	-------

1-800-4KOHLER (1-800-456-4537)

Kohler Co. reserves the right to make revisions without notice to product specifications.

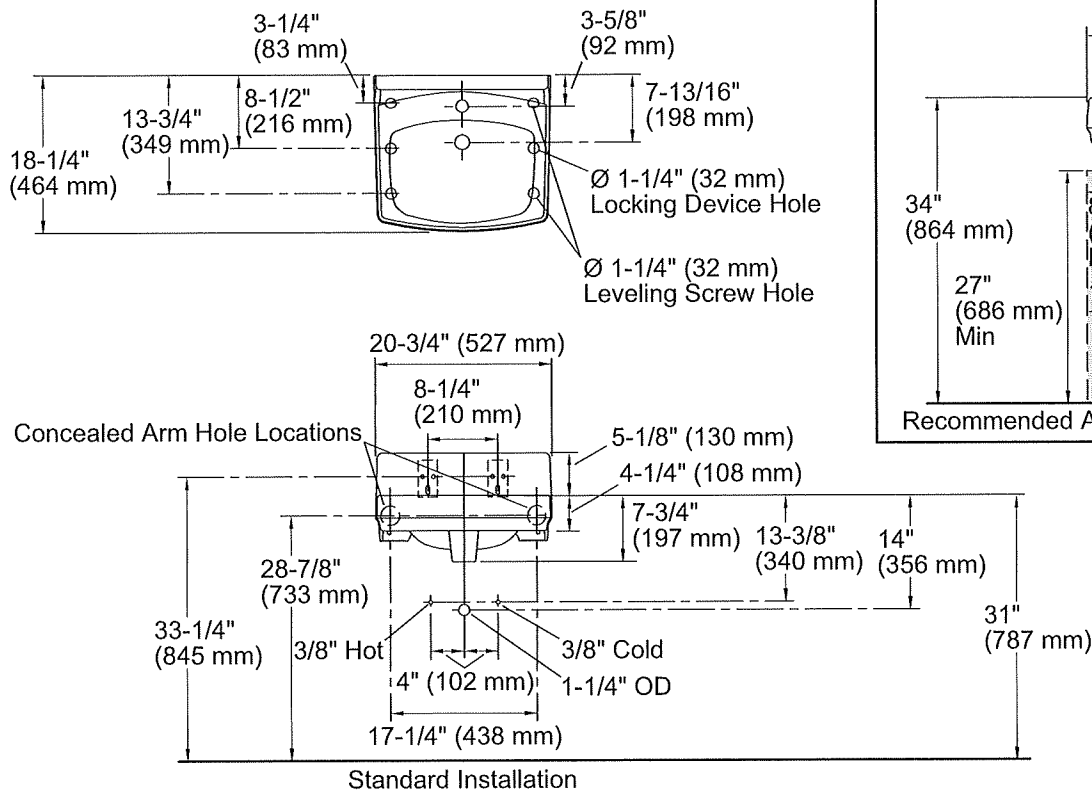
For the most current Specification Sheet, go to [www.kohler.com](http://www.kohler.com) USA or [www.kohler.ca](http://www.kohler.ca) Canada

12-9-2024 21:42 - US/CA

THE BOLD LOOK  
OF **KOHLER®**

# KOHLER®

## Greenwich™ Wall-Mount Bathroom Sink K-2031



### Technical Information

All product dimensions are nominal.

Basin configuration:	Single Bowl
Bowl area (Basin #1):	Length: 10" (254 mm) Width: 15" (381 mm) Water depth: 3-1/4" (83 mm)
With overflow:	Yes
Number of deck holes:	1
Faucet hole(s):	1-3/8" (35 mm)
Soap/Lotion hole:	1-1/4" (32 mm)
Drain hole:	1-3/4" (44 mm)

### Notes

Install this product according to the installation instructions.

ADA compliant when installed to the specific requirements of these regulations.

1-800-4KOHLER (1-800-456-4537)

Kohler Co. reserves the right to make revisions without notice to product specifications.

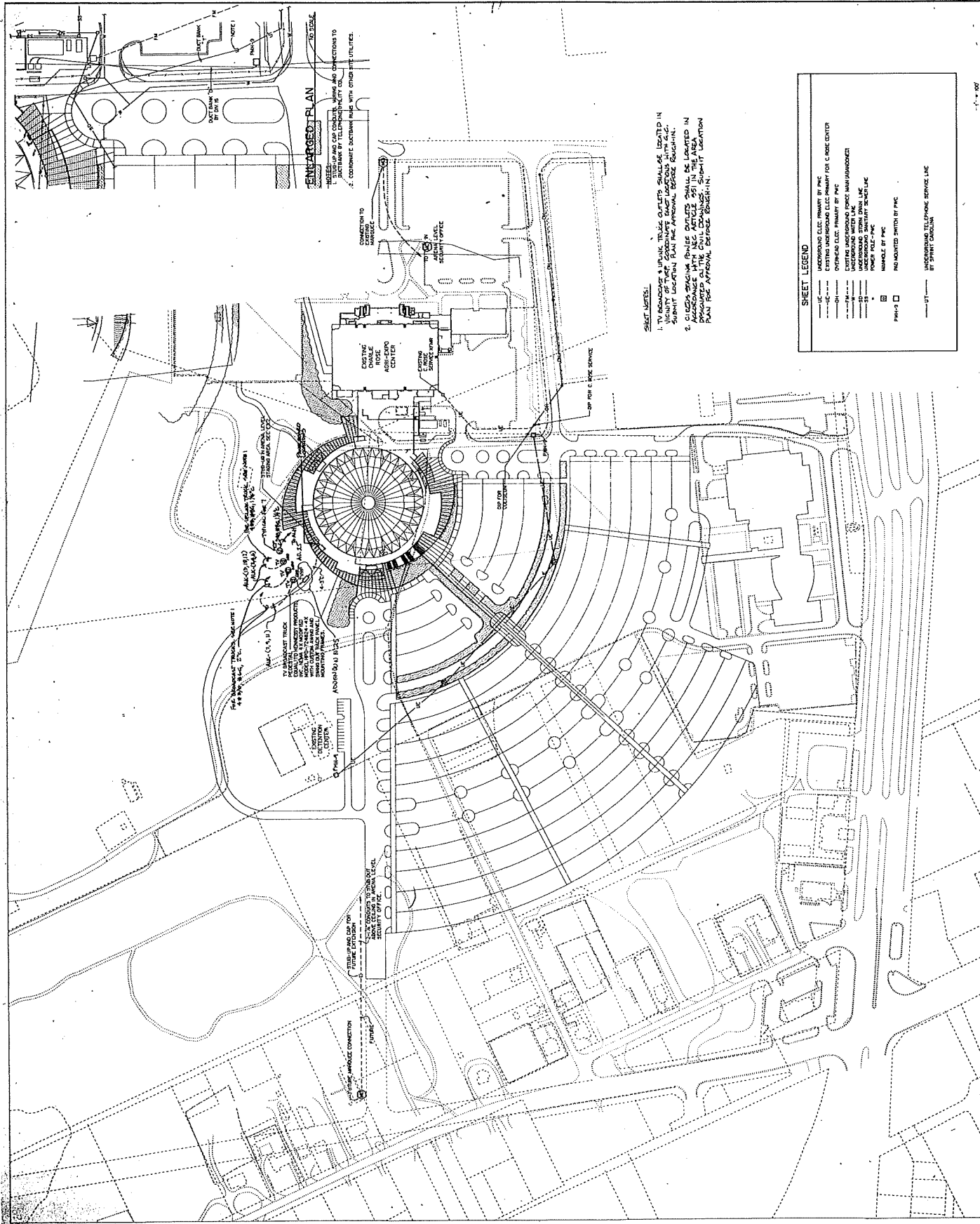
For the most current Specification Sheet, go to [www.kohler.com](http://www.kohler.com) USA or [www.kohler.ca](http://www.kohler.ca) Canada

12-9-2024 21:42 - US/CA

THE BOLD LOOK  
OF **KOHLER®**









DESIGN TEAM  
PAUL M. WOODEN, CEM, H. DANGERFIELD  
PATRICIA M. PARSONS, P.E., M. VANDER  
BOSCH, LAMBERT

OWNER: CUMBERLAND COUNTY  
ODCELL ASSOCIATES, INC., CHARLOTTE, NC  
1991 Copyright

ARCHITECT:

■ Ocell Associates, Inc.  
Charlotte, NC 28203-2400

ASSOCIATE ARCHITECT:

■ F. J. J. J. J.  
Charlotte, NC 28203

CONSULTANTS:

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

■ Ocell Associates, Inc.  
Charlotte, NC 28203

RECEIVED

NOV 20 1981

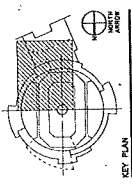
CLERK OF SUPERIOR COURT

NO. 87 DATE DESCRIPTION

Coliseum



CUMBERLAND COUNTY  
COLISEUM COMPLEX



KEY PLAN

SHEET TITLE

ARENA LEVEL

QUADRANT ONE -

LIGHTING

PROJECT NUMBER

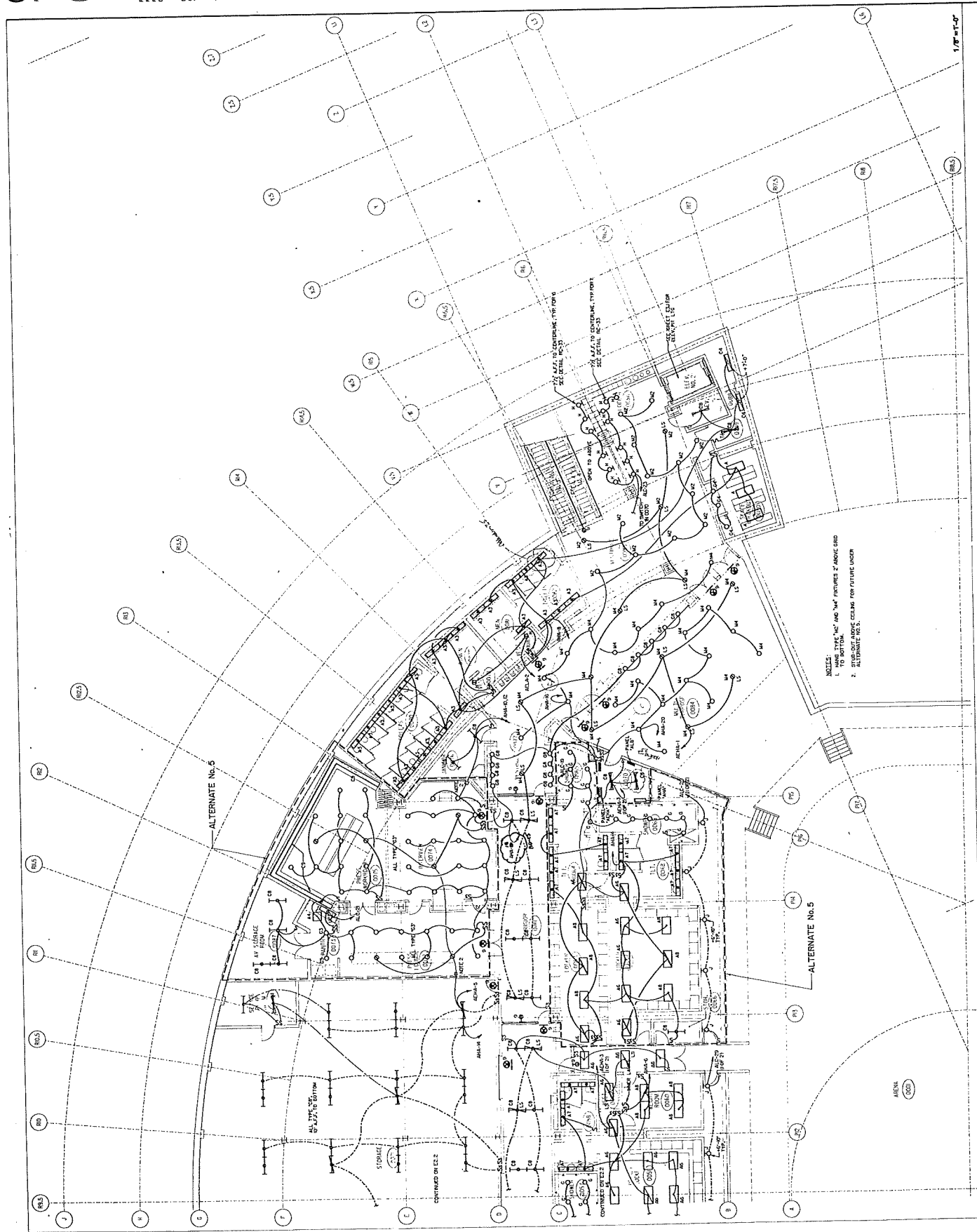
2275.009

DATE

8.28.85

SHEET NUMBER

E2.1



ARENA LEVEL QUADRANT ONE - LIGHTING

1

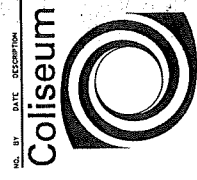




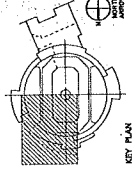
DESIGN TEAM  
PAUL M. WOOLLEN, P.E., P.E.  
JAMES L. WOODS, P.E.  
JAMES L. WOODS, P.E.  
JAMES L. WOODS, P.E.  
JAMES L. WOODS, P.E.

ARCHITECT:  
STANLEY, CRANE & ASSOCIATES, INC.  
ASSOCIATE ARCHITECT:  
LITTON, INC.  
CONSULTANTS:  
STRUCTURAL ENGINEER:  
MECHANICAL ENGINEER:  
ELECTRICAL ENGINEER:  
PLUMBING ENGINEER:  
HVAC ENGINEER:  
ACoustical, THERMAL & LIGHTING ENGINEER:  
SCAFFOLDING ENGINEER:  
GENERAL CONTRACTOR:  
GENERAL CONTRACTOR:  
GENERAL CONTRACTOR:

STANLEY, CRANE & ASSOCIATES, INC.  
10000 W. 10TH AVE.  
DENVER, CO 80202  
LITTON, INC.  
10000 W. 10TH AVE.  
DENVER, CO 80202  
STRUCTURAL ENGINEER:  
MECHANICAL ENGINEER:  
ELECTRICAL ENGINEER:  
PLUMBING ENGINEER:  
HVAC ENGINEER:  
ACoustical, THERMAL & LIGHTING ENGINEER:  
SCAFFOLDING ENGINEER:  
GENERAL CONTRACTOR:  
GENERAL CONTRACTOR:  
GENERAL CONTRACTOR:

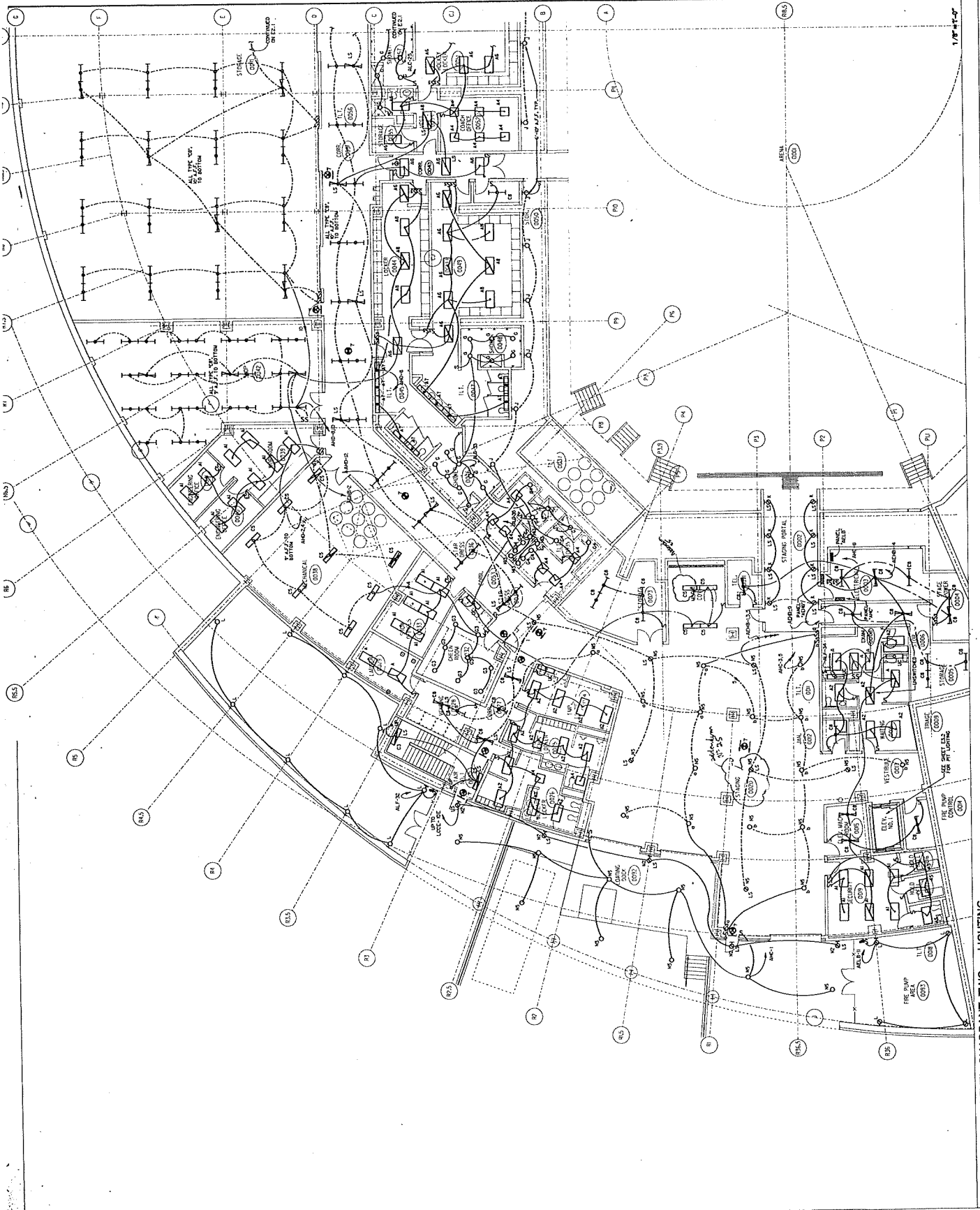


CUMBERLAND COUNTY  
COLISEUM COMPLEX



KEY PLAN  
SHEET TITLE  
ARENA LEVEL  
QUADRANT TWO -  
LIGHTING  
PROJECT NUMBER  
DATE  
SHEET NUMBER

E2.2



1 ARENA LEVEL QUADRANT TWO - LIGHTING



DESIGN TEAM

J.L.C. M. WOOLLEN  
ASSOC. I. VINGOE L.P.M. H. DANGERFIELD  
ARCH. M. PARSONS P.E. M. VRANECH  
J. MORAN

BRAUN C. KIEFER TRAN  
SHELL ASSOCIATES INC.  
CHARLOTTE, NC

**ARCHITECT:**  
 Odell Associates Inc.  
 128 West Trade Street  
 Charlotte, NC 28203-7743

**ASSOCIATE ARCHITECT:**

**CONSULTANTS:**

**STRUCTURAL ENGINEERS**

Geiger Engineers, Inc.  
10000 Highway 100  
2 Executive Boulevard  
Suffern, NY 10987-0904

**Planning and Architecture**

1714 Railroad Road  
Fayetteville, NC 28506

**ENV. ENGINEERS**

The Rose Group, Inc.  
104 Fayetteville Street  
Fayetteville, NC 28504

**WATER SERVICE**

**ACQUISITION, THEATRE AND LIGHTING**

**1** **Carver & Associates, Inc.**  
17111 E. 1st Avenue  
Englewood, CO 80155

**2** **Prison March Events**  
Suite 200  
10000 Brookpark Drive  
Dallas, TX 75247-4851

**GRAPHIC DESIGN**

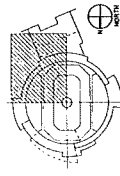
**3** **James Winkley Design**  
Suite 350  
3052 Piedmont Road, NE  
Atlanta, GA 30306

NO.	BY	DATE	DESCRIPTION
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			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			
69			
70			
71			
72			
73			
74			
75			
76			
77			
78			
79			
80			
81			
82			
83			
84			
85			
86			
87			
88			
89			
90			
91			
92			
93			
94			
95			
96			
97			
98			
99			
100			

## Coliseum



CUMBERLAND COUNTY  
COLISEUM COMPLEX

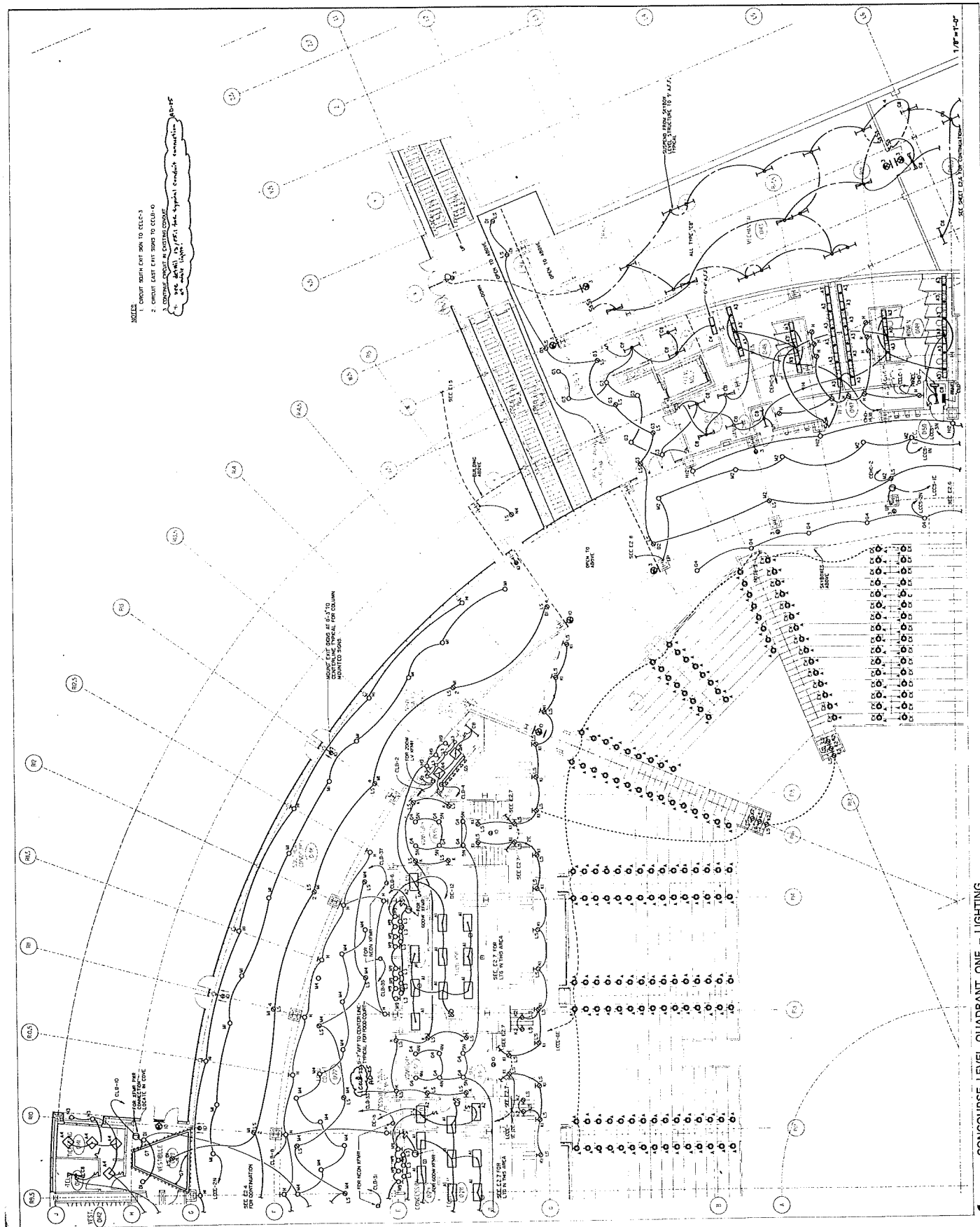


KEY PLAN

CONCOURSE LEVEL  
QUADRANT ONE --  
LIGHTING

PROJECT NUMBER  
2273.009  
DATE  
9.28.95  
SHEET NUMBER

## E2.3









DESIGN TEAM  
PAUL M. WILSON, P.E., L.P.A., N. DANGERFIELD  
PAUL M. WILSON, P.E., L.P.A., N. DANGERFIELD  
PAUL M. WILSON, P.E., L.P.A., N. DANGERFIELD  
PAUL M. WILSON, P.E., L.P.A., N. DANGERFIELD

OWNER: CUMBERLAND COUNTY  
CUMBERLAND COUNTY  
CUMBERLAND COUNTY  
CUMBERLAND COUNTY

ARCHITECT:  
Gardner Architects, Inc.  
Gardner Architects, Inc.  
Gardner Architects, Inc.  
Gardner Architects, Inc.

ASSOCIATE ARCHITECT:  
Gardner Architects, Inc.  
Gardner Architects, Inc.  
Gardner Architects, Inc.  
Gardner Architects, Inc.

CONSULTANTS:  
Gardner Architects, Inc.  
Gardner Architects, Inc.  
Gardner Architects, Inc.  
Gardner Architects, Inc.

ENGINEERING:  
Gardner Architects, Inc.  
Gardner Architects, Inc.  
Gardner Architects, Inc.  
Gardner Architects, Inc.

LANDSCAPE ARCHITECTURE:  
Gardner Architects, Inc.  
Gardner Architects, Inc.  
Gardner Architects, Inc.  
Gardner Architects, Inc.

STRUCTURAL ENGINEERING:  
Gardner Architects, Inc.  
Gardner Architects, Inc.  
Gardner Architects, Inc.  
Gardner Architects, Inc.

ELECTRICAL ENGINEERING:  
Gardner Architects, Inc.  
Gardner Architects, Inc.  
Gardner Architects, Inc.  
Gardner Architects, Inc.

Mechanical Engineering:  
Gardner Architects, Inc.  
Gardner Architects, Inc.  
Gardner Architects, Inc.  
Gardner Architects, Inc.

RECEIVED  
DATE: 10/20/15  
PROJECT: 2015-001

PROJECT: 2015-001  
DATE: 10/20/15  
PROJECT: 2015-001

PROJECT: 2015-001  
DATE: 10/20/15  
PROJECT: 2015-001

PROJECT: 2015-001  
DATE: 10/20/15  
PROJECT: 2015-001

PROJECT: 2015-001  
DATE: 10/20/15  
PROJECT: 2015-001

PROJECT: 2015-001  
DATE: 10/20/15  
PROJECT: 2015-001

PROJECT: 2015-001  
DATE: 10/20/15  
PROJECT: 2015-001

PROJECT: 2015-001  
DATE: 10/20/15  
PROJECT: 2015-001

PROJECT: 2015-001  
DATE: 10/20/15  
PROJECT: 2015-001

PROJECT: 2015-001  
DATE: 10/20/15  
PROJECT: 2015-001

PROJECT: 2015-001  
DATE: 10/20/15  
PROJECT: 2015-001

PROJECT: 2015-001  
DATE: 10/20/15  
PROJECT: 2015-001

PROJECT: 2015-001  
DATE: 10/20/15  
PROJECT: 2015-001

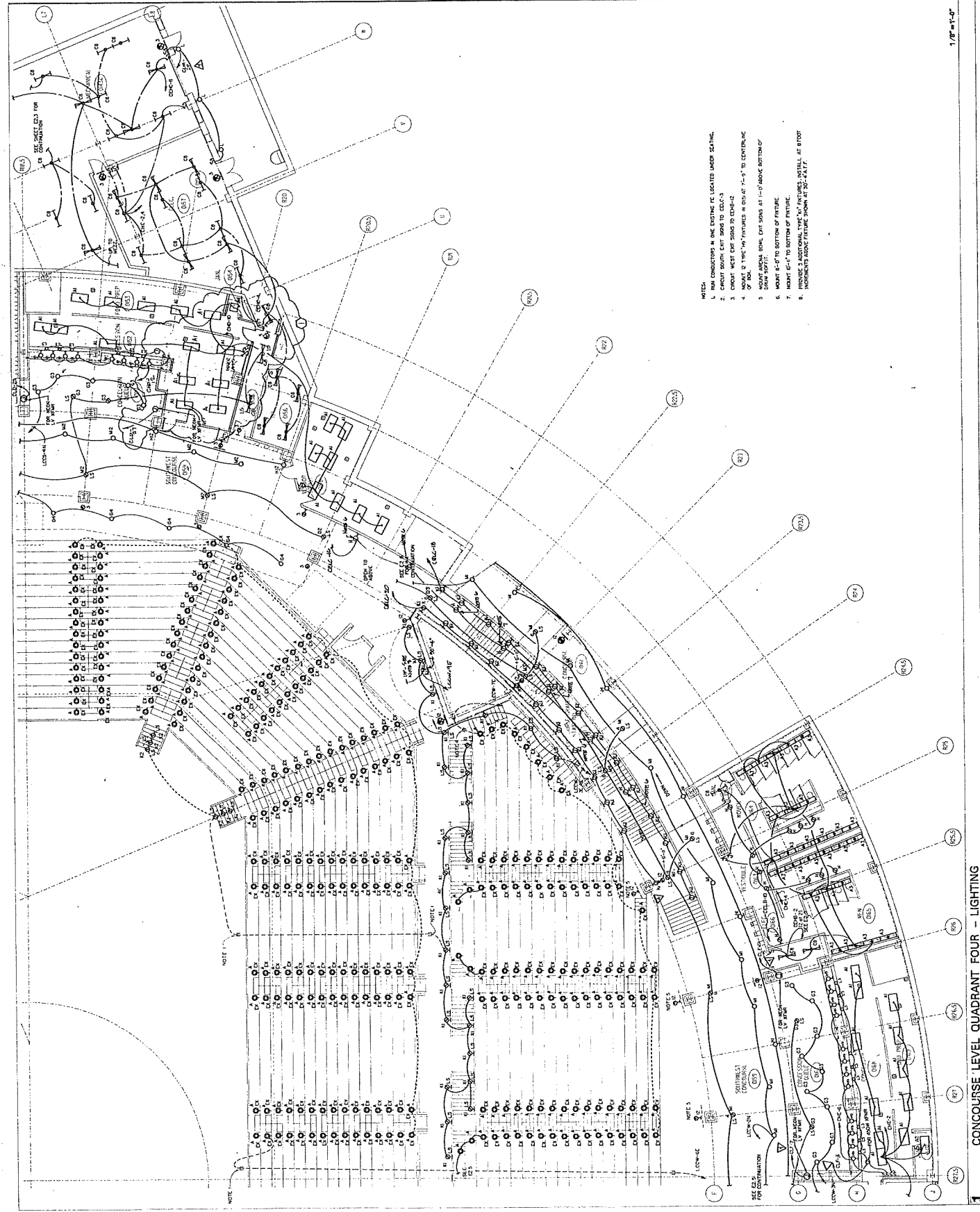
PROJECT: 2015-001  
DATE: 10/20/15  
PROJECT: 2015-001

PROJECT: 2015-001  
DATE: 10/20/15  
PROJECT: 2015-001

PROJECT: 2015-001  
DATE: 10/20/15  
PROJECT: 2015-001

PROJECT: 2015-001  
DATE: 10/20/15  
PROJECT: 2015-001

PROJECT: 2015-001  
DATE: 10/20/15  
PROJECT: 2015-001



CONCOURSE LEVEL QUADRANT FOUR - LIGHTING

E2.6





**DESIGN TEAM**  
P.L.C. M. WOOLLEN  
P.L.C. L. VINGE  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN

**ARCHITECT**  
C. KIMBLE, TRAN  
ODELL ASSOCIATES, INC.  
CHARLOTTE, NC  
701.333.1000

**ASSOCIATE ARCHITECT**  
C. KIMBLE, TRAN  
ODELL ASSOCIATES, INC.  
CHARLOTTE, NC  
701.333.1000

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

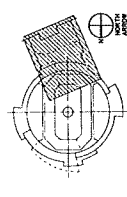
**CONSULTANTS:**  
PRACTICAL ENGINEERS  
P.L.C. J. HARRIS  
P.L.C. L. MORGAN  
P.L.C. L. VINGE  
P.L.C. M. WOOLLEN

**RECEIVED**  
11/10/99

**Coliseum**



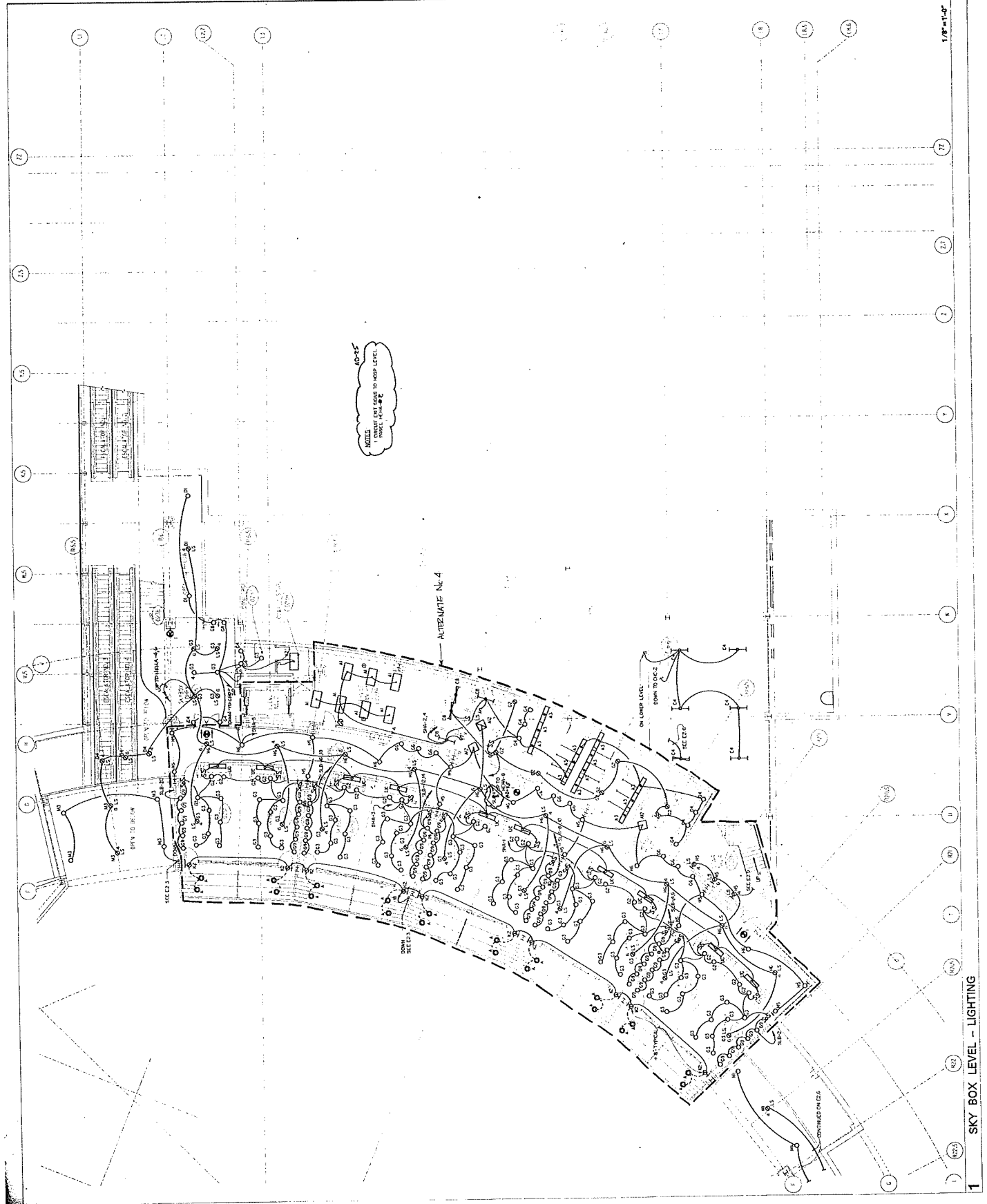
**CUMBERLAND COUNTY  
COLISEUM COMPLEX**



**KEY PLAN  
SHEET TITLE**

**SKY BOX LEVEL -  
LIGHTING**

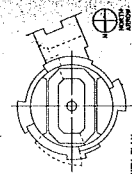
**PROJECT NUMBER**  
9273.009  
**DATE**  
8.28.99  
**SHEET NUMBER**  
E2.8







RECEIVED  
MAY 20 1975  
K. L. HARRISON, JR.

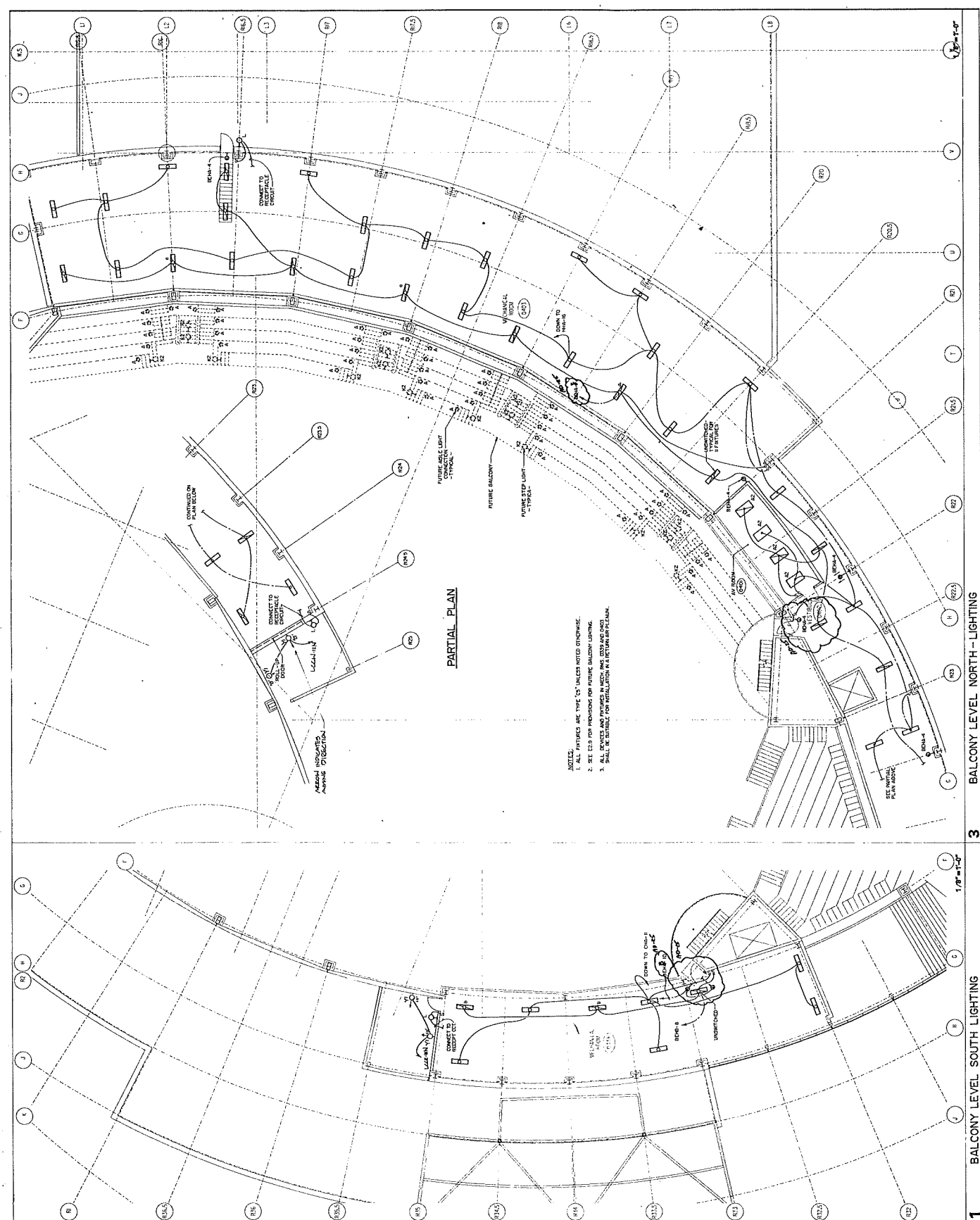


### KEY PLAN

BALCONY LEVEL -  
LIGHTING

PROJECT NUMBER  
2273.009  
DATE 9-28-95  
PROJECT NUMBER

## E2.10



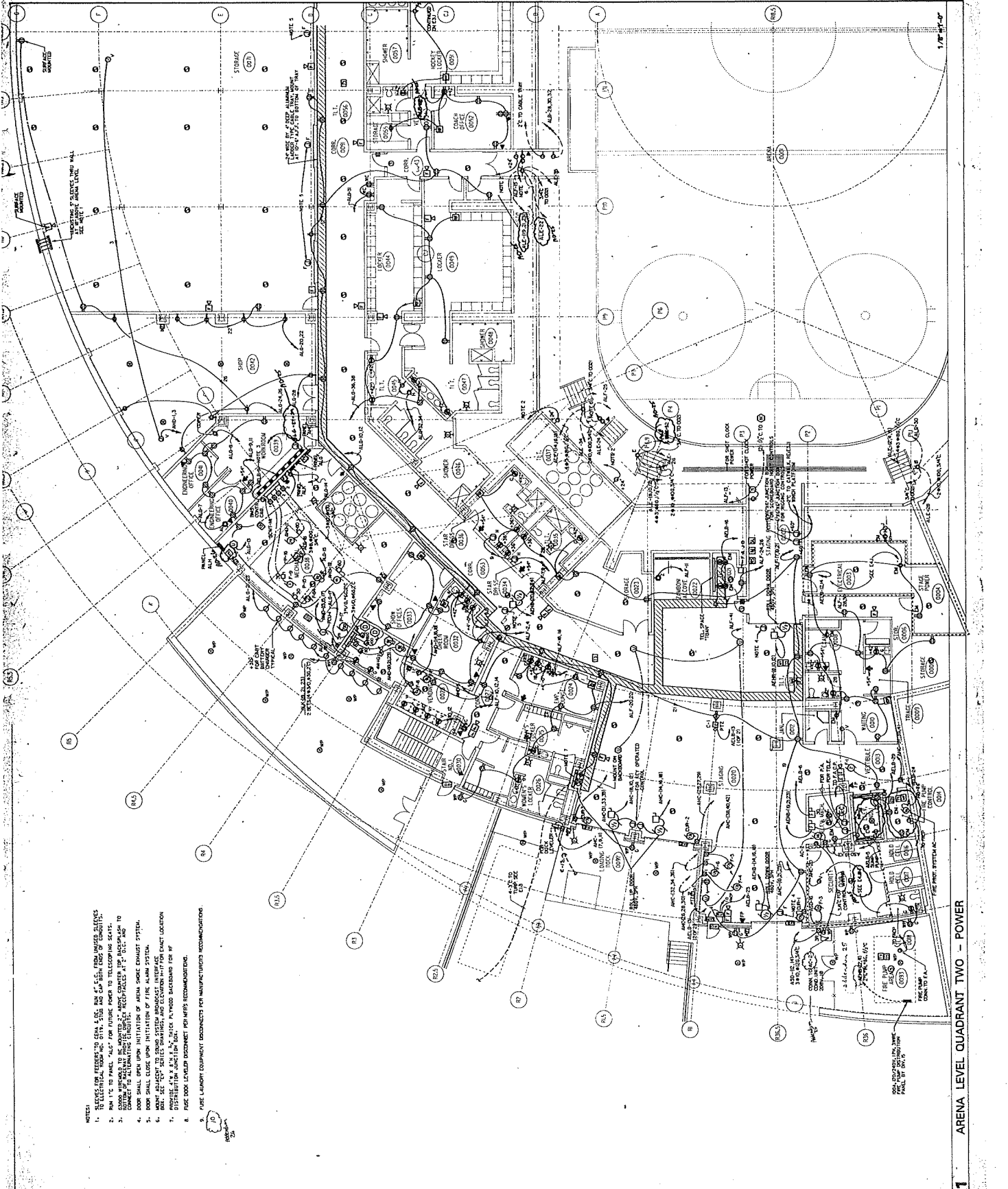
BALCONY LEVEL NORTH - LIGHTING

1 BALCONY LEVEL SOUTH LIGHTING





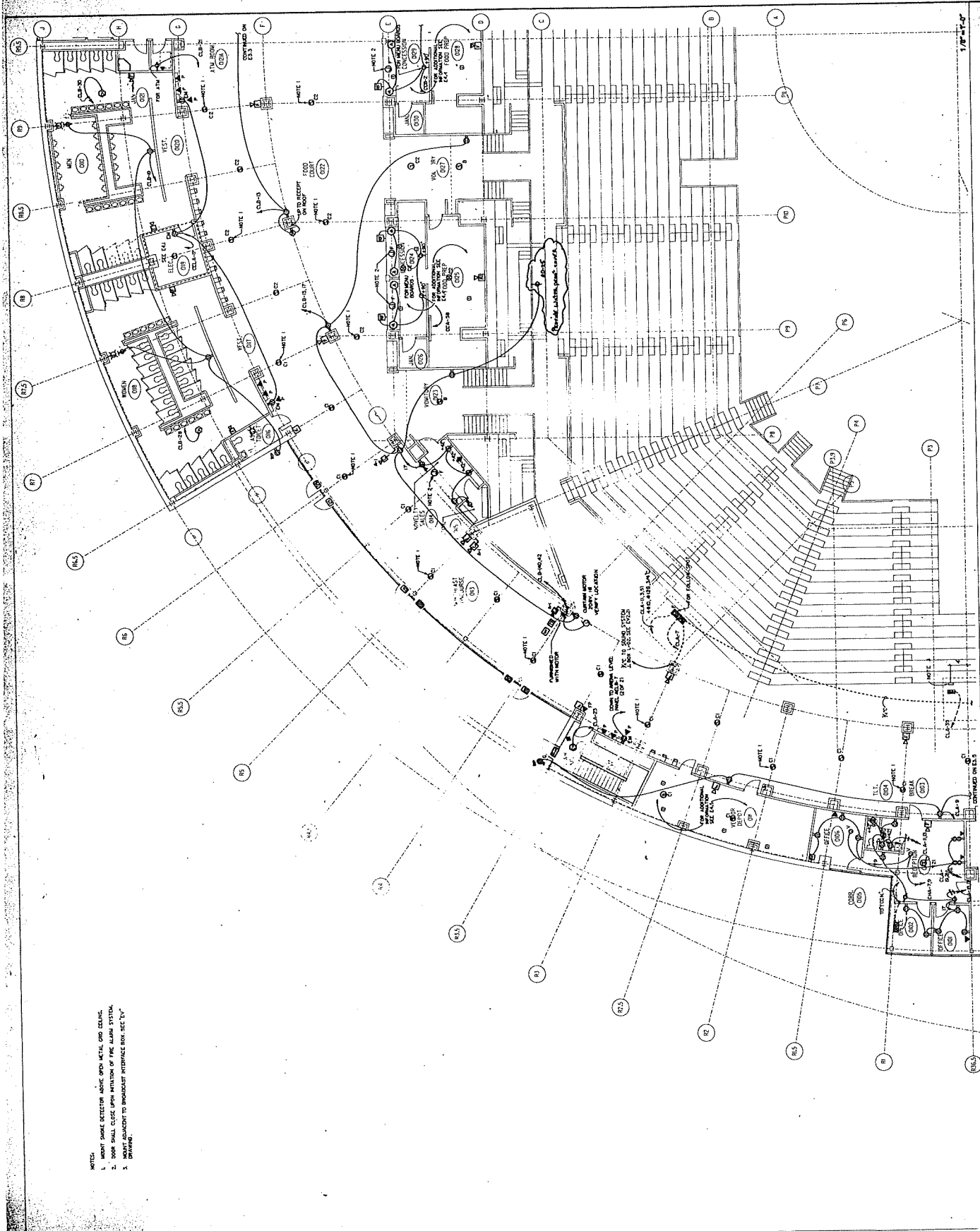
E3.2



1. SERVOES FOR TENDERS TO GEN 4 & 5, RUN 4" C.S. FROM UNIONS SLICES TO ELECTRICAL ROOM 0100. 1"000. 1"000. AND CAN BEIN USED OF CONDITON.
2. RUN 1" C.S. IN PANEL "A" FOR FUTURE POWER TO TELECOMPARISON SYSTEM.
3. RUN 1" C.S. IN PANEL "A" FOR FUTURE POWER TO TELECOMPARISON SYSTEM.
4. RUN 1" C.S. IN PANEL "A" FOR FUTURE POWER TO TELECOMPARISON SYSTEM.
5. RUN 1" C.S. IN PANEL "A" FOR FUTURE POWER TO TELECOMPARISON SYSTEM.
6. RUN 1" C.S. IN PANEL "A" FOR FUTURE POWER TO TELECOMPARISON SYSTEM.
7. RUN 1" C.S. IN PANEL "A" FOR FUTURE POWER TO TELECOMPARISON SYSTEM.
8. RUN 1" C.S. IN PANEL "A" FOR FUTURE POWER TO TELECOMPARISON SYSTEM.
9. RUN 1" C.S. IN PANEL "A" FOR FUTURE POWER TO TELECOMPARISON SYSTEM.
10. RUN 1" C.S. IN PANEL "A" FOR FUTURE POWER TO TELECOMPARISON SYSTEM.

ARENA LEVEL QUADRANT TWO - POWER





NOTES

1. MOUNT SMOKE DETECTOR ABOVE OPEN METAL GIRD CEILING.
2. DOOR SHALL CLOSE UPON INITIATION OF FIRE ALARM SYSTEM.
3. MOUNT ADJACENT TO BROADCAST INTERFACE BOX. SEE "EV" DRAWING.

CONCOURSE LEVEL QUADRANT TWO - POWER



DESIGN TEAM  
P.L.C. M. WOLLIN  
P.L.C. M. WOLLIN  
P.L.C. M. WOLLIN  
P.L.C. M. WOLLIN

ARCHITECT:  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.

ASSOCIATE ARCHITECT:  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.

CONSULTANTS:  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.

STRUCTURAL:  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.

ELECTRICAL:  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.

Mechanical:  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.

Plumbing:  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.

Fire Protection:  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.

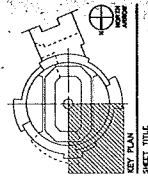
Security:  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.

Other:  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.  
CHILL ASSOCIATES INC.

NO. BY DATE DESCRIPTION  
Coliseum



CUMBERLAND COUNTY  
COLISEUM COMPLEX

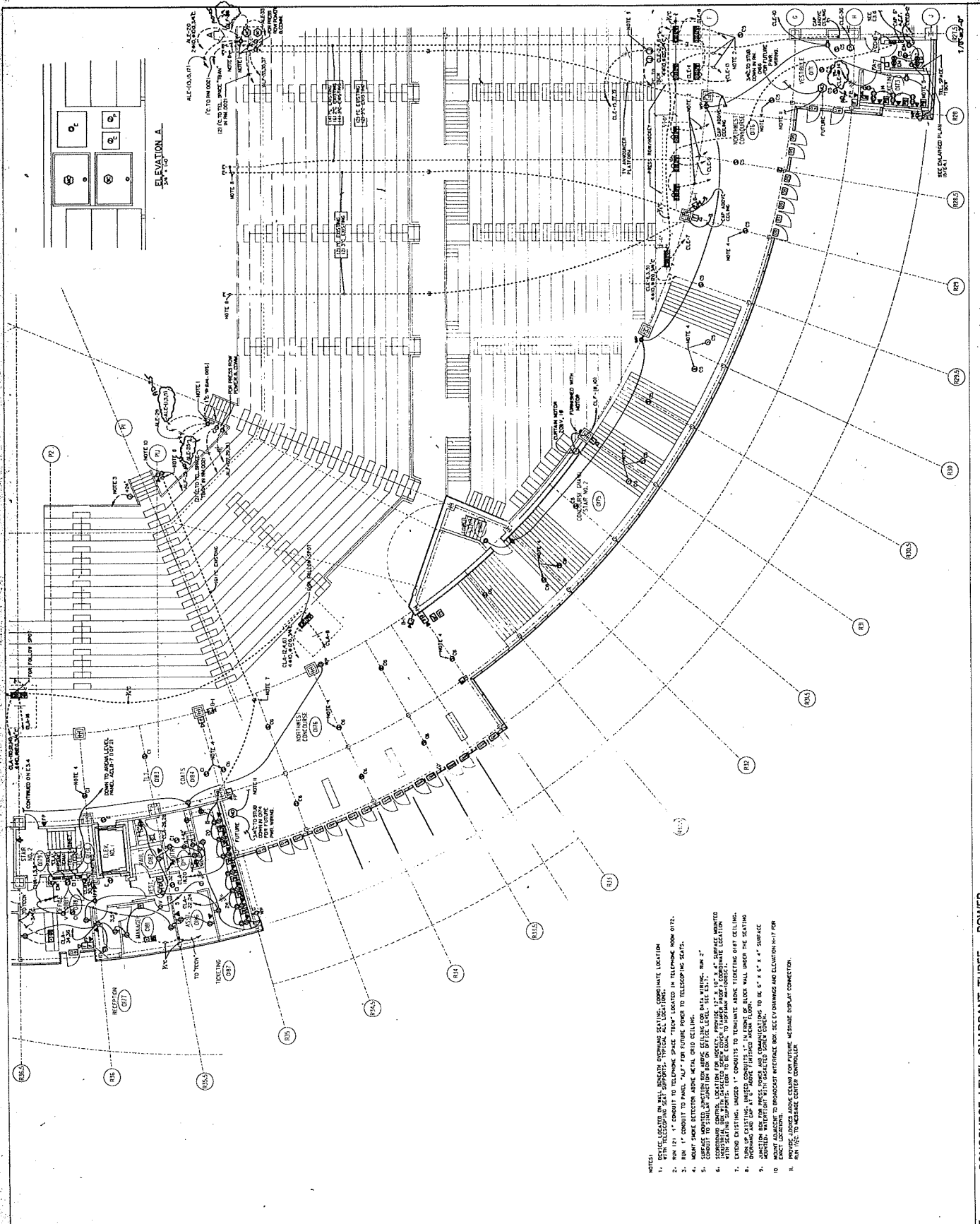


CONCOURSE LEVEL  
QUADRANT THREE -  
POWER

PROJECT NUMBER  
2272.003

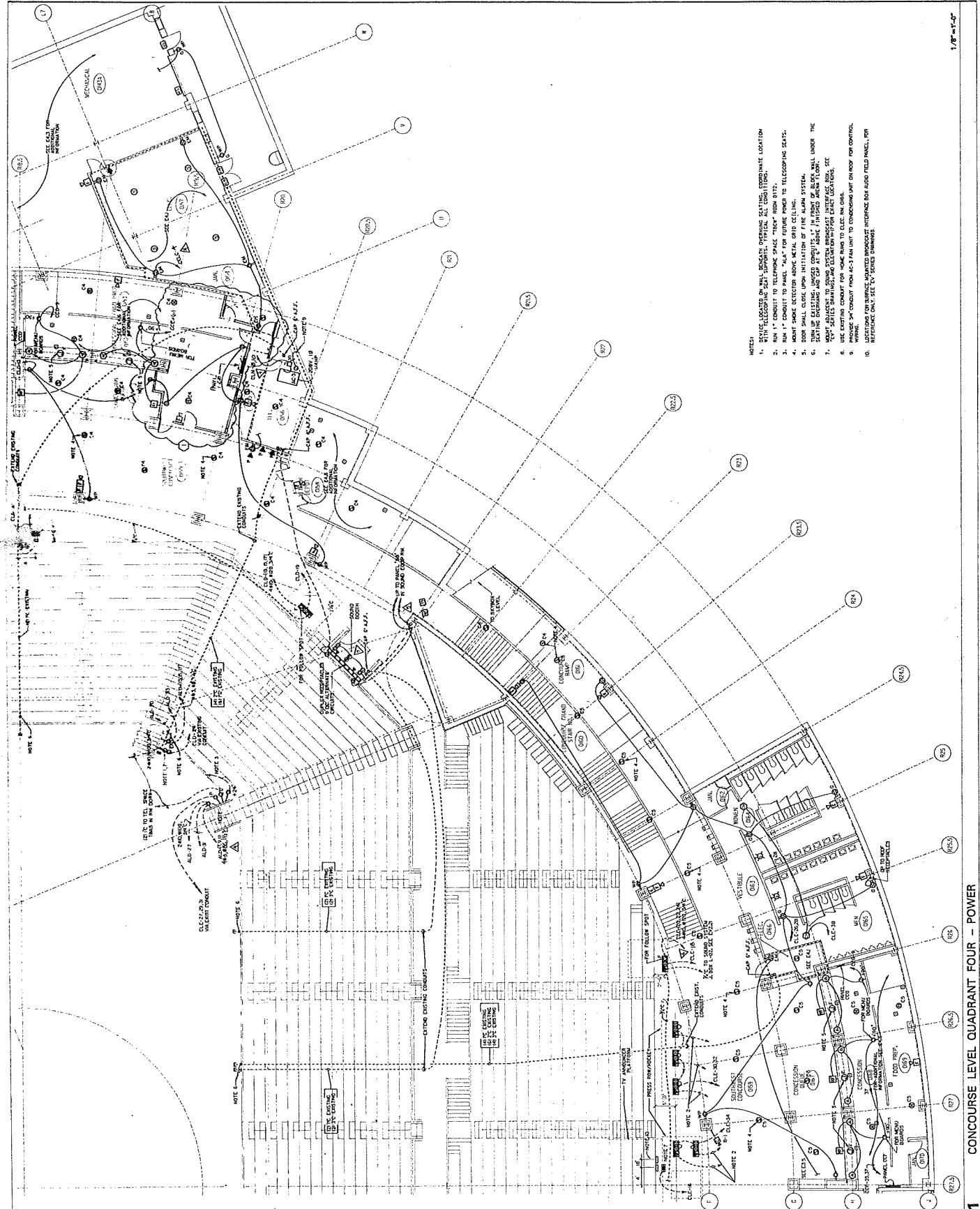
DATE  
10/1/99

E3.5



- NOTES:
1. DEVICE LOCATED BY THE DESIGNER, VISIBLE TO THE USER, LOCATED IN THE TELEPHONE ROOM 012.
  2. RUN 1" CONDUIT TO TELEPHONE SPACE "TECH" LOCATED IN TELEPHONE ROOM 012.
  3. RUN 1" CONDUIT TO PANEL "ALP" FOR FUTURE POWER TO TELESCOPIC SEATS.
  4. MOUNT POWER DETECTOR ABOVE WITH GRID CEILING.
  5. CONDUIT TO TELEPHONE ROOM 012, SEE ELEVATION 012.
  6. CONDUIT TO TELEPHONE ROOM 012, SEE ELEVATION 012.
  7. EXTEND EXISTING, UNLESS 1" CONDUIT TO TERMINATE ABOVE EXISTING 6" X 6" CEILING.
  8. EXTEND EXISTING, UNLESS 1" CONDUIT TO TERMINATE ABOVE EXISTING 6" X 6" CEILING.
  9. EXTEND EXISTING, UNLESS 1" CONDUIT TO TERMINATE ABOVE EXISTING 6" X 6" CEILING.
  10. MOUNT ADJACENT TO BROADCAST INTERFERENCE BOX, SEE ELEVATION 012 FOR EXACT LOCATION.
  11. RUN 1" TO MESSAGE CENTER CONTROL.





- NOTES:**
1. DETAIL LOCATED BY WALL, INDICATES OVERLAPPING EXISTING STRUCTURE LOCATION.
  2. RUN 1" CONDUIT TO TELEPHONE SPACE "HOLE" ROOM 012.
  3. RUN 1" CONDUIT TO PANEL "HOLE" FOR FUTURE POWER TO TELEPHONE SEATS.
  4. MOUNT SHOCK DETECTOR ABOVE METAL GRID CEILING.
  5. DOOR SHALL CLOSE UPON INITIATION OF FIRE ALARM SYSTEM.
  6. DETAIL LOCATED BY WALL, INDICATES OVERLAPPING EXISTING STRUCTURE LOCATION.
  7. MOUNT SHOCK DETECTOR ABOVE METAL GRID CEILING.
  8. DETAIL LOCATED BY WALL, INDICATES OVERLAPPING EXISTING STRUCTURE LOCATION.
  9. PROVIDE 3/4" CONDUIT FROM 40-3 FAN UNIT TO CONDENSING UNIT ON ROOF FOR CONTROL.
  10. DETAIL LOCATED BY WALL, INDICATES OVERLAPPING EXISTING STRUCTURE LOCATION.



**DESIGN TEAM**  
P.E. M. VOGLER  
P.E. J. H. HARRIS  
P.E. J. H. HARRIS  
P.E. J. H. HARRIS  
P.E. J. H. HARRIS

**ARCHITECT**  
CLIMB, INC.  
CLIMB, INC.  
CLIMB, INC.  
CLIMB, INC.  
CLIMB, INC.

**ASSOCIATE ARCHITECT**  
CLIMB, INC.  
CLIMB, INC.  
CLIMB, INC.  
CLIMB, INC.  
CLIMB, INC.

**CONSULTANTS**  
CLIMB, INC.  
CLIMB, INC.  
CLIMB, INC.  
CLIMB, INC.  
CLIMB, INC.

**ENGINEERS**  
CLIMB, INC.  
CLIMB, INC.  
CLIMB, INC.  
CLIMB, INC.  
CLIMB, INC.

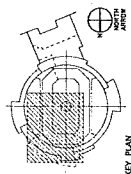
**ADDITIONAL PROFESSIONAL STAFF**  
CLIMB, INC.  
CLIMB, INC.  
CLIMB, INC.  
CLIMB, INC.  
CLIMB, INC.

**CLIMB, INC.**  
CLIMB, INC.  
CLIMB, INC.  
CLIMB, INC.  
CLIMB, INC.

**Coliseum**



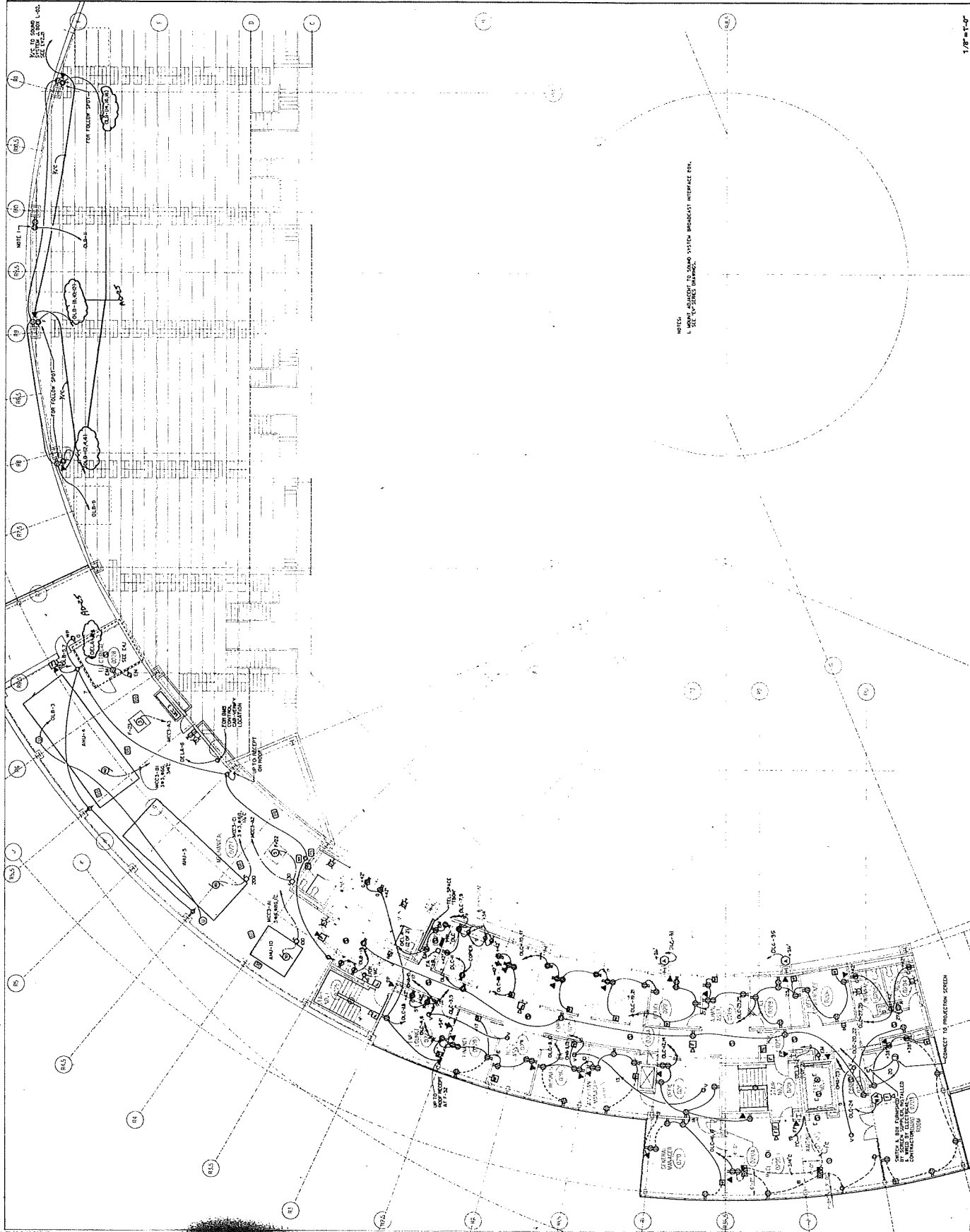
**CUMBERLAND COUNTY  
COLISEUM COMPLEX**



**KEY PLAN**  
SHEET TITLE

**PROJECT NUMBER**  
2273.008  
**DATE**  
8/18/95  
**SHEET NUMBER**

**E3.7**



**1 OFFICE LEVEL - POWER & COMMUNICATIONS**



DESIGN TEAM  
PAC M. VOIGTEN  
LISA M. DANFELD  
JASON M. HARRISON, P.E.  
ROGER L. HUNTER

OWNER: CUMBERLAND COUNTY  
SHELL ASSOCIATES, INC.  
DUMFRIES, VA

ARCHITECT:  
D&H Associates, Inc.  
DUMFRIES, VA

ASSOCIATE ARCHITECT:  
D&H Associates, Inc.  
DUMFRIES, VA

CONSULTANTS:  
The Power Design, Inc.  
DUMFRIES, VA

THE POWER DESIGN, INC.  
DUMFRIES, VA

THE POWER DESIGN, INC.  
DUMFRIES, VA

THE POWER DESIGN, INC.  
DUMFRIES, VA

THE POWER DESIGN, INC.  
DUMFRIES, VA

THE POWER DESIGN, INC.  
DUMFRIES, VA

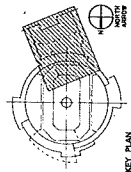
THE POWER DESIGN, INC.  
DUMFRIES, VA

THE POWER DESIGN, INC.  
DUMFRIES, VA

DATE: DESCRIPTION:  
**Coliseum**



CUMBERLAND COUNTY  
COLISEUM COMPLEX



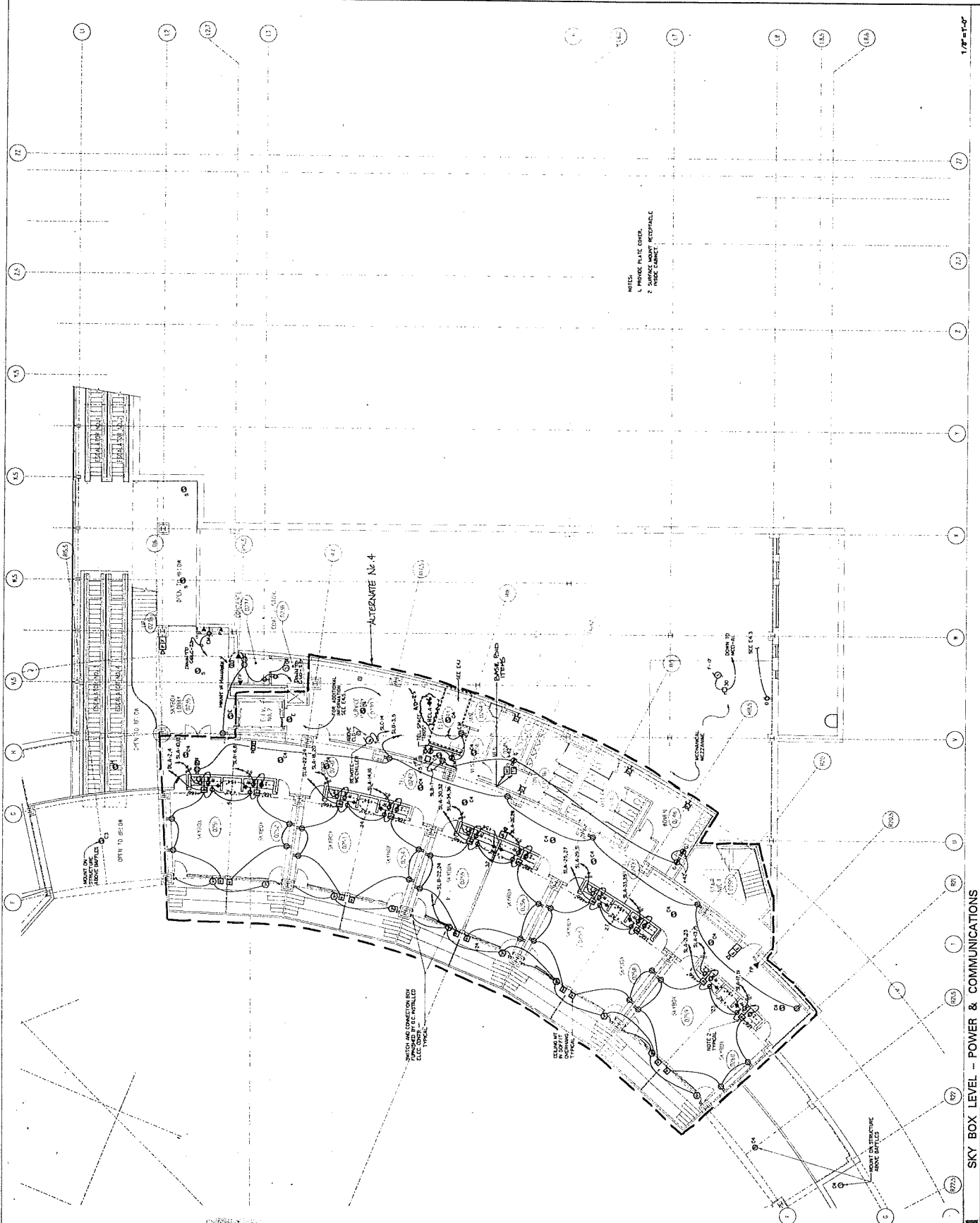
KEY PLAN  
SHEET TITLE

SKY BOX LEVEL -  
POWER & COMMUNICATIONS

PROJECT NUMBER  
2273.009

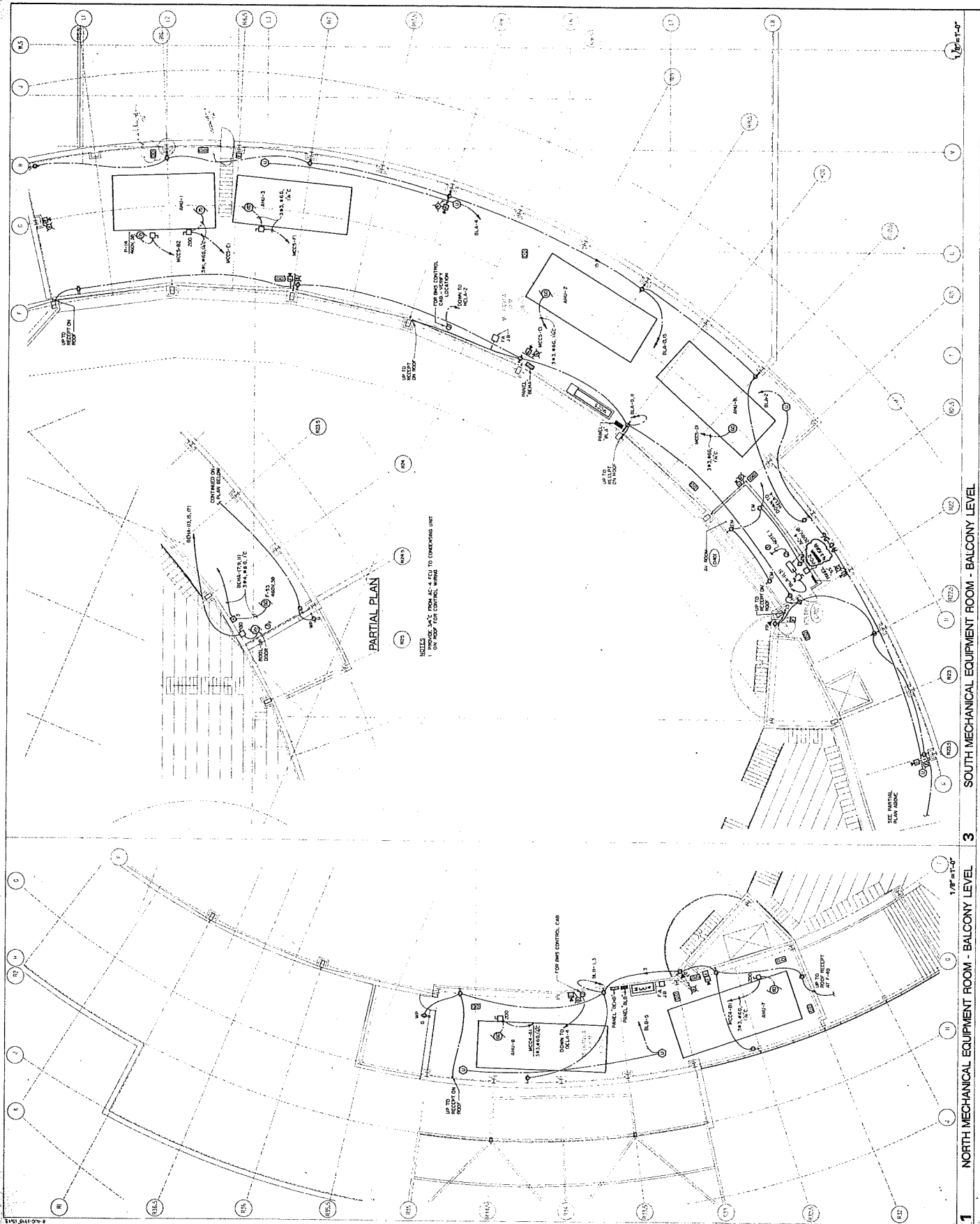
SHEET NUMBER  
E3.8

1/8" = 1'-0"

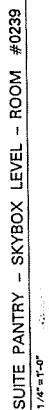
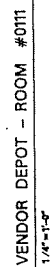


SKY BOX LEVEL - POWER & COMMUNICATIONS









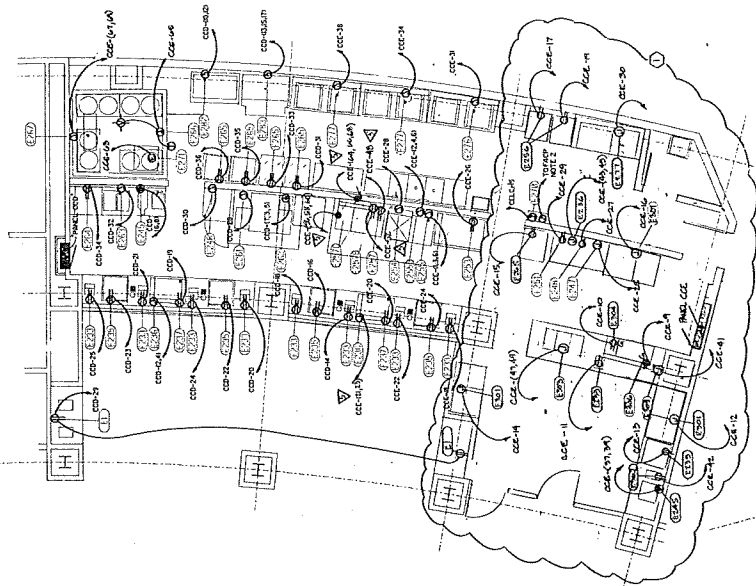
EQUIPMENT SCHEDULE		
ITEM NO.	DESCRIPTION	BRAND GROUP
E001	REFRIGERATOR 2000 L/PM	240V, 60 HZ, 5 PC
E002	REFRIGERATOR 2000 L/PM	240V, 60 HZ, 5 PC
E003	WALK-IN COOLER 2000 L/PM	240V, 60 HZ, 5 PC
E004	EXHAUSTOR COOL 2000 L/PM	240V, 60 HZ, 5 PC
E005	EXHAUSTOR COOL 2000 L/PM	240V, 60 HZ, 5 PC
E006	UNDERCOUNTER REFRIGERATOR 2000 L/PM	240V, 60 HZ, 5 PC
E007	TEA BOILER 2000 L/PM	240V, 60 HZ, 5 PC
E008	COFFEE MAK 2000 L/PM	240V, 60 HZ, 5 PC
E009	WATER DISPENSER 2000 L/PM	240V, 60 HZ, 5 PC
E010	WATER DISPENSER 2000 L/PM	240V, 60 HZ, 5 PC
E011	SOUS VIDE 2000 L/PM	240V, 60 HZ, 5 PC
E012	ICE MAKER 2000 L/PM	240V, 60 HZ, 5 PC
E013	PASTEURIZER 2000 L/PM	240V, 60 HZ, 5 PC
E014	WALK-IN COOLER 2000 L/PM	240V, 60 HZ, 5 PC
E015	ICE CREAM MAKER 2000 L/PM	240V, 60 HZ, 5 PC
E016	ICE CREAM MAKER 2000 L/PM	240V, 60 HZ, 5 PC
E017	ICE CREAM MAKER 2000 L/PM	240V, 60 HZ, 5 PC
E018	EXHAUSTOR COOL 2000 L/PM	240V, 60 HZ, 5 PC
E019	EXHAUSTOR COOL 2000 L/PM	240V, 60 HZ, 5 PC



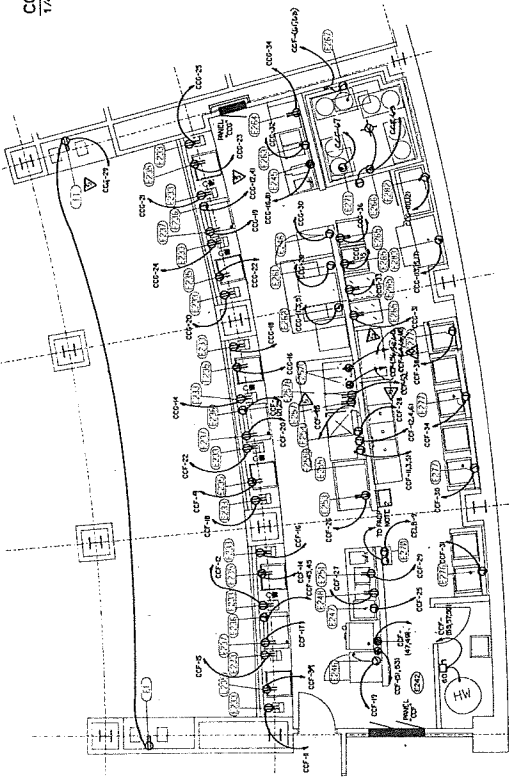
[illegible]

NOTES:

SEE ROAD SERVICE DRAWINGS FOR ROUGH-IN INFORMATION, AND  
STANDARD SCHEDULE  
PROVIDE THE ALUMINUM CONNECTION TO PRE SUPPRESSION CABINET.  
MOUNT TRIP BREAKERS FOR UNITS 23A, 23B, 23C, 23D, 23E, 23F, 23G, 23H, 23I, 23J, 23K, 23L, 23M, 23N, 23O, 23P, 23Q, 23R, 23S, 23T, 23U, 23V, 23W, 23X, 23Y, 23Z, 23AA, 23AB, 23AC, 23AD, 23AE, 23AF, 23AG, 23AH, 23AI, 23AJ, 23AK, 23AL, 23AM, 23AN, 23AO, 23AP, 23AQ, 23AR, 23AS, 23AT, 23AU, 23AV, 23AW, 23AX, 23AY, 23AZ, 23BA, 23BB, 23BC, 23BD, 23BE, 23BF, 23BG, 23BH, 23BI, 23BJ, 23BK, 23BL, 23BM, 23BN, 23BO, 23BP, 23BQ, 23BR, 23BS, 23BT, 23BU, 23BV, 23BW, 23BX, 23BY, 23BZ, 23CA, 23CB, 23CC, 23CD, 23CE, 23CF, 23CG, 23CH, 23CI, 23CJ, 23CK, 23CL, 23CM, 23CN, 23CO, 23CP, 23CQ, 23CR, 23CS, 23CT, 23CU, 23CV, 23CW, 23CX, 23CY, 23CZ, 23DA, 23DB, 23DC, 23DD, 23DE, 23DF, 23DG, 23DH, 23DI, 23DJ, 23DK, 23DL, 23DM, 23DN, 23DO, 23DP, 23DQ, 23DR, 23DS, 23DT, 23DU, 23DV, 23DW, 23DX, 23DY, 23DZ, 23EA, 23EB, 23EC, 23ED, 23EE, 23EF, 23EG, 23EH, 23EI, 23EJ, 23EK, 23EL, 23EM, 23EN, 23EO, 23EP, 23EQ, 23ER, 23ES, 23ET, 23EU, 23EV, 23EW, 23EX, 23EY, 23EZ, 23FA, 23FB, 23FC, 23FD, 23FE, 23FF, 23FG, 23FH, 23FI, 23FJ, 23FK, 23FL, 23FM, 23FN, 23FO, 23FP, 23FQ, 23FR, 23FS, 23FT, 23FU, 23FV, 23FW, 23FX, 23FY, 23FZ, 23GA, 23GB, 23GC, 23GD, 23GE, 23GF, 23GG, 23GH, 23GI, 23GJ, 23GK, 23GL, 23GM, 23GN, 23GO, 23GP, 23GQ, 23GR, 23GS, 23GT, 23GU, 23GV, 23GW, 23GX, 23GY, 23GZ, 23HA, 23HB, 23HC, 23HD, 23HE, 23HF, 23HG, 23HH, 23HI, 23HJ, 23HK, 23HL, 23HM, 23HN, 23HO, 23HP, 23HQ, 23HR, 23HS, 23HT, 23HU, 23HV, 23HW, 23HX, 23HY, 23HZ, 23IA, 23IB, 23IC, 23ID, 23IE, 23IF, 23IG, 23IH, 23II, 23IJ, 23IK, 23IL, 23IM, 23IN, 23IO, 23IP, 23IQ, 23IR, 23IS, 23IT, 23IU, 23IV, 23IW, 23IX, 23IY, 23IZ, 23JA, 23JB, 23JC, 23JD, 23JE, 23JF, 23JG, 23JH, 23JI, 23JJ, 23JK, 23JL, 23JM, 23JN, 23JO, 23JP, 23JQ, 23JR, 23JS, 23JT, 23JU, 23JV, 23JW, 23JX, 23JY, 23JZ, 23KA, 23KB, 23KC, 23KD, 23KE, 23KF, 23KG, 23KH, 23KI, 23KJ, 23KK, 23KL, 23KM, 23KN, 23KO, 23KP, 23KQ, 23KR, 23KS, 23KT, 23KU, 23KV, 23KW, 23KX, 23KY, 23KZ, 23LA, 23LB, 23LC, 23LD, 23LE, 23LF, 23LG, 23LH, 23LI, 23LJ, 23LK, 23LL, 23LM, 23LN, 23LO, 23LP, 23LQ, 23LR, 23LS, 23LT, 23LU, 23LV, 23LW, 23LX, 23LY, 23LZ, 23MA, 23MB, 23MC, 23MD, 23ME, 23MF, 23MG, 23MH, 23MI, 23MJ, 23MK, 23ML, 23MN, 23MO, 23MP, 23MQ, 23MR, 23MS, 23MT, 23MU, 23MV, 23MW, 23MX, 23MY, 23MZ, 23NA, 23NB, 23NC, 23ND, 23NE, 23NF, 23NG, 23NH, 23NI, 23NJ, 23NK, 23NL, 23NM, 23NN, 23NO, 23NP, 23NQ, 23NR, 23NS, 23NT, 23NU, 23NV, 23NW, 23NX, 23NY, 23NZ, 23OA, 23OB, 23OC, 23OD, 23OE, 23OF, 23OG, 23OH, 23OI, 23OJ, 23OK, 23OL, 23OM, 23ON, 23OO, 23OP, 23OQ, 23OR, 23OS, 23OT, 23OU, 23OV, 23OW, 23OX, 23OY, 23OZ, 23PA, 23PB, 23PC, 23PD, 23PE, 23PF, 23PG, 23PH, 23PI, 23PJ, 23PK, 23PL, 23PM, 23PN, 23PO, 23PP, 23PQ, 23PR, 23PS, 23PT, 23PU, 23PV, 23PW, 23PX, 23PY, 23PZ, 23QA, 23QB, 23QC, 23QD, 23QE, 23QF, 23QG, 23QH, 23QI, 23QJ, 23QK, 23QL, 23QM, 23QN, 23QO, 23QP, 23QQ, 23QR, 23QS, 23QT, 23QU, 23QV, 23QW, 23QX, 23QY, 23QZ, 23RA, 23RB, 23RC, 23RD, 23RE, 23RF, 23RG, 23RH, 23RI, 23RJ, 23RK, 23RL, 23RM, 23RN, 23RO, 23RP, 23RQ, 23RR, 23RS, 23RT, 23RU, 23RV, 23RW, 23RX, 23RY, 23RZ, 23SA, 23SB, 23SC, 23SD, 23SE, 23SF, 23SG, 23SH, 23SI, 23SJ, 23SK, 23SL, 23SM, 23SN, 23SO, 23SP, 23SQ, 23SR, 23SS, 23ST, 23SU, 23SV, 23SW, 23SX, 23SY, 23SZ, 23TA, 23TB, 23TC, 23TD, 23TE, 23TF, 23TG, 23TH, 23TI, 23TJ, 23TK, 23TL, 23TM, 23TN, 23TO, 23TP, 23TQ, 23TR, 23TS, 23TT, 23TU, 23TV, 23TW, 23TX, 23TY, 23TZ, 23UA, 23UB, 23UC, 23UD, 23UE, 23UF, 23UG, 23UH, 23UI, 23UJ, 23UK, 23UL, 23UM, 23UN, 23UO, 23UP, 23UQ, 23UR, 23US, 23UT, 23UU, 23UV, 23UW, 23UX, 23UY, 23UZ, 23VA, 23VB, 23VC, 23VD, 23VE, 23VF, 23VG, 23VH, 23VI, 23VJ, 23VK, 23VL, 23VM, 23VN, 23VO, 23VP, 23VQ, 23VR, 23VS, 23VT, 23VU, 23VV, 23VW, 23VX, 23VY, 23VZ, 23WA, 23WB, 23WC, 23WD, 23WE, 23WF, 23WG, 23WH, 23WI, 23WJ, 23WK, 23WL, 23WM, 23WN, 23WO, 23WP, 23WQ, 23WR, 23WS, 23WT, 23WU, 23WV, 23WW, 23WX, 23WY, 23WZ, 23XA, 23XB, 23XC, 23XD, 23XE, 23XF, 23XG, 23XH, 23XI, 23XJ, 23XK, 23XL, 23XM, 23XN, 23XO, 23XP, 23XQ, 23XR, 23XS, 23XT, 23XU, 23XV, 23XW, 23XX, 23XY, 23XZ, 23YA, 23YB, 23YC, 23YD, 23YE, 23YF, 23YG, 23YH, 23YI, 23YJ, 23YK, 23YL, 23YM, 23YN, 23YO, 23YP, 23YQ, 23YR, 23YS, 23YT, 23YU, 23YV, 23YW, 23YX, 23YY, 23YZ, 23ZA, 23ZB, 23ZC, 23ZD, 23ZE, 23ZF, 23ZG, 23ZH, 23ZI, 23ZJ, 23ZK, 23ZL, 23ZM, 23ZN, 23ZO, 23ZP, 23ZQ, 23ZR, 23ZS, 23ZT, 23ZU, 23ZV, 23ZW, 23ZX, 23ZY, 23ZZ, 23AA, 23AB, 23AC, 23AD, 23AE, 23AF, 23AG, 23AH, 23AI, 23AJ, 23AK, 23AL, 23AM, 23AN, 23AO, 23AP, 23AQ, 23AR, 23AS, 23AT, 23AU, 23AV, 23AW, 23AX, 23AY, 23AZ, 23BA, 23BB, 23BC, 23BD, 23BE, 23BF, 23BG, 23BH, 23BI, 23BJ, 23BK, 23BL, 23BM, 23BN, 23BO, 23BP, 23BQ, 23BR, 23BS, 23BT, 23BU, 23BV, 23BW, 23BX, 23BY, 23BZ, 23CA, 23CB, 23CC, 23CD, 23CE, 23CF, 23CG, 23CH, 23CI, 23CJ, 23CK, 23CL, 23CM, 23CN, 23CO, 23CP, 23CQ, 23CR, 23CS, 23CT, 23CU, 23CV, 23CW, 23CX, 23CY, 23CZ, 23DA, 23DB, 23DC, 23DD, 23DE,



CONCESSIONS #0152  
1/4" = 1'-0"



1/4"=1'-0"

CONCESSIONS #0168

[illegible]





Floor	M/W/F	Room #
Arena	M	5

**Quantities are estimates.  
Contractors responsible for all  
measurments and quantites.**

Item	#	Notes
Doors	1	metal w/vent
<b><u>Floor</u></b>		
Drains	2	1 drain; 1 cap
Toilets	4	1 ADA
Urinals	4	1 ADA
TP	4	double roll
Sanitary		none
Grab Bar sets	1	set of 3
Trash	1	plastic
<b><u>Walls</u></b>		block
Sinks	4	1 ADA; wall mounted
Dryer	2	to be installed
Ppr Twl	2	wall mounted
New Soap	2	wall mounted
Old Soap	2	built in wall
Counters		none
Mirrors	1	
Changing	1	
Outlets	1	GFI
Air Fresh	2	
Fire Alarm	1	
Light Switch	1	double
Door Stops	1	wall mounted

Floor	M/W/F	Room #
Arena	W	7

**Quantities are estimates.  
Contractors responsible for all  
measurments and quantites.**

Item	#	Notes
Doors	1	metal w/vent
<b><u>Floor</u></b>		
Drains	1	
Toilets	15	1 ADA
Urinals		none
TP	15	double roll
Sanitary	9	3 single; 6 dual sided
Grab Bar sets	2	set of 3; set of 2
Trash	1	stainless on floor
<b><u>Walls</u></b>		block frame
Sinks	6	1 ADA; wall mounted
Dryer	3	to be installed
Ppr Twl	3	wall mounted
New Soap	3	wall mounted
Old Soap	3	built in wall
Counters		none
Mirrors	2	
Changing	1	
Outlets	1	GFI
Air Fresh	2	
Fire Alarm	1	
Light Switch	1	double

Floor	M/W/F	Room #
Concourse	Foyer-M&F	113/11 5

**Quantities are estimates.  
Contractors responsible for  
all measurements and  
quantities.**

Item	#	Notes
Doors		
<b><u>Floor</u></b>		concrete
Drains		
Toilets		
Urinals		
TP		
Sanitary		
Grab Bar sets		
Trash		
<b><u>Walls</u></b>		painted wall covering
Sinks		
Dryer		
Ppr Twl		
New Soap		
Old Soap		
Counters		
Mirrors		
Changing		
Outlets	2	
Air Fresh		
Fire Alarm		
Light Switch	1	double sensor outside restroom



Floor	M/W/F	Room #
Concourse	M	113

**Quantities are estimates.  
Contractors responsible for all  
measurments and quantites.**

Item	#	Notes
Doors		none
<b><u>Floor</u></b>		
Drains	1	
Toilets	4	1 ADA
Urinals	6	1 ADA
TP	4	double roll
Sanitary		none
Grab Bar sets	1	set of 3
Trash	1	plastic
<b><u>Walls</u></b>		drywall & painted wall covering thermostat
Sinks	8	1 ADA; wall mounted
Dryer	4	to be installed
Ppr Twl	6	wall mounted
New Soap	4	wall mounted
Old Soap	4	built in wall
Counters		none
Mirrors	3	
Changing	1	
Outlets	1	
Air Fresh	1	
Fire Alarm	2	
Light Switch		none

Floor	M/W/F	Room #
Concourse	W	115

**Quantities are estimates.  
Contractors responsible for all  
measurments and quantites.**

Item	#	Notes
Doors		none
<b><u>Floor</u></b>		
Drains	3	
Toilets	11	1 ADA
Urinals		none
TP	11	double roll
Sanitary	5	1 single; 4 dual sided
Grab Bar sets	2	sets of 3
Trash	1	plastic
<b><u>Walls</u></b>		drywall & painted wall covering thermostat
Sinks	7	1 ADA; wall mounted
Dryer	4	to be installed
Ppr Twl	6	wall mounted
New Soap	4	wall mounted
Old Soap	4	built in wall
Counters		none
Mirrors	3	
Changing	1	
Outlets	1	
Air Fresh	2	
Fire Alarm	2	
Light Switch		none

Floor	M/W/F	Room #
Concourse	Foyer-M	141

**Quantities are estimates.  
Contractors responsible for all  
measurments and quantites.**

Item	#	Notes
Doors	1	metal
<b><u>Floor</u></b>		concrete
Drains		
Toilets		
Urinals		
TP		
Sanitary		
Grab Bar sets		
Trash		
<b><u>Walls</u></b>		painted wall covering
Sinks		
Dryer		
Ppr Twl		
New Soap		
Old Soap		
Counters		
Mirrors		
Changing		
Outlets		
Air Fresh		
Fire Alarm		
Light Switch	1	double sensor
Door Stops		

Floor	M/W/F	Room #
Concourse	M	141

**Quantities are estimates.**  
**Contractors responsible for all**  
**measurments and quantites.**

Item	#	Notes
Doors		none
<b><u>Floor</u></b>		
Drains	5	
Toilets	7	1 ADA
Urinals	12	1 ADA
TP	7	double roll
Sanitary		none
Grab Bar sets	2	set of 3; set of 2
Trash	1	plastic
<b><u>Walls</u></b>		drywall & painted wall covering thermostat
Sinks	14	1 ADA; wall mounted
Dryer	4	to be replaced
Ppr Twl		none
New Soap	6	wall mounted
Old Soap	7	built in wall
Counters		none
Mirrors	4	
Changing	2	
Outlets	2	GFI
Air Fresh	3	
Fire Alarm	3	
Light Switch		none

Floor	M/W/F	Room #
Concourse	Foyer-F	145

**Quantities are estimates.  
Contractors responsible for all  
measurments and quantites.**

Item	#	Notes
Doors		
<b><u>Floor</u></b>		concrete
Drains		
Toilets		
Urinals		
TP		
Sanitary		
Grab Bar sets		
Trash		
<b><u>Walls</u></b>		painting wall covering
Sinks		
Dryer		
Ppr Twl		
New Soap		
Old Soap		
Counters		
Mirrors		
Changing		
Outlets		
Air Fresh		
Fire Alarm		
Light Switch		double sensor outside restroom
Door Stops		

Floor	M/W/F	Room #
Concourse	W	145

**Quantities are estimates.  
Contractors responsible for all  
measurments and quantites.**

Item	#	Notes
Doors		none
<b><u>Floor</u></b>		
Drains	5	4 drains; 1 cap
Toilets	23	1 ADA
Urinals		none
TP	23	double roll
Sanitary	12	10 single; 2 dual sided
Grab Bar sets	2	set of 3; set of 2
Trash	1	plastic
<b><u>Walls</u></b>		drywall & painted wall covering thermostat
Sinks	12	1 ADA; wall mounted
Dryer	4	to be replaced
Ppr Twl		none
New Soap	6	wall mounted
Old Soap	5	built in wall
Counters		none
Mirrors	7	
Changing	2	
Outlets	2	GFI
Air Fresh	4	
Fire Alarm	2	
Light Switch		none

Floor	M/W/F	Room #
Concourse	F	147

**Quantities are estimates.  
Contractors responsible for all  
measurments and quantites.**

Item	#	Notes
Doors	1	metal with vent
<b><u>Floor</u></b>		
Drains		none
Toilets	1	
Urinals		none
TP	1	double roll
Sanitary		none
Grab Bar sets	1	set of 3
Trash	1	stainless on floor
<b><u>Walls</u></b>		drywall
Sinks	1	wall mounted
Dryer	1	to be installed
Ppr Twl	1	wall mounted
New Soap	1	wall mounted
Old Soap		none
Counters		none
Mirrors	1	
Changing	1	
Outlets		none
Air Fresh	1	
Fire Alarm	1	
Light Switch	1	single sensor
Door Stops		none



Floor	M/W/F	Room #
Upper Concourse	Foyer-M&F	189&191

Quantities are estimates.  
Contractors responsible for all  
measurments and quantites.

Item	#	Notes
Doors		
<b>Floor</b>		concrete
Drains		
Toilets		
Urinals		
TP		
Sanitary		
Grab Bar sets		
Trash		
<b>Walls</b>		wall covering - to be painted
Sinks		
Dryer		
Ppr Twl		
New Soap		
Old Soap		
Counters		
Mirrors		
Changing		
Outlets		
Air Fresh		
Fire Alarm		
Light Switch		double sensor outside restroom
Door Stops		

Floor	M/W/F	Room #
Upper Concourse	M	189

**Quantities are estimates.**

**Contractors responsible for all measurments and quantites.**

Item	#	Notes
Doors		none
<b><u>Floor</u></b>		
Drains	2	
Toilets	4	1 ADA
Urinals	8	1 ADA
TP	4	double roll
Sanitary		none
Grab Bar sets	1	set of 3
Trash	1	plastic
<b><u>Walls</u></b>		drywall & painted wall covering thermostat
Sinks	9	1 ADA; wall mounted
Dryer	4	to be installed
Ppr Twl	5	wall mounted
New Soap	5	wall mounted
Old Soap	5	built in wall
Counters		none
Mirrors	3	
Changing	1	
Outlets	2	GFI
Air Fresh	2	
Fire Alarm	2	

Floor	M/W/F	Room #
Upper Concourse	W	191

**Quantities are estimates.**

**Contractors responsible for all measurments and quantites.**

Item	#	Notes
Doors	1	metal
<b><u>Floor</u></b>		
Drains	2	
Toilets	11	1 ADA
Urinals		none
TP	11	double roll
Sanitary	5	1 single; 4 dual sided
Grab Bar sets	2	set of 3; set of 2
Trash	1	plastic
<b><u>Walls</u></b>		drywall & speckled wall covering thermostat
Sinks	7	1 ADA; wall mounted
Dryer	4	to be installed
Ppr Twl	5	wall mounted
New Soap	5	wall mounted
Old Soap	5	built in wall
Counters		none
Mirrors	3	
Changing	1	
Outlets	2	GFI
Air Fresh	2	
Fire Alarm	2	

Floor	M/W/F	Room #
Skybox	W	209

**Quantities are estimates.  
Contractors responsible for all  
measurments and quantites.**

Item	#	Notes
Doors	1	wood
<b><u>Floor</u></b>		tile furniture - 2 chairs and dresser
Drains		
Toilets	9	1 ADA
Urinals		none
TP	9	double roll
Sanitary	6	1 single; 4 dual sided; 1 dispenser in wall
Grab Bar sets	2	set of 3; set of 2
Trash	2	stainless on floor
<b><u>Walls</u></b>		tile and wallpaper thermostat frame
Sinks	4	in counter
Dryer	3	to be installed
Ppr Twl	3	2 automatic - wall mounted; 1 built in wall
New Soap	2	wall mounted
Old Soap	4	built in counter
Counters	2	sink & changing area
Mirrors	2	1 length of sink counter; 1 decorative over changing area

Floor	M/W/F	Room #
Skybox	M	211

**Quantities are estimates.**  
**Contractors responsible for all**  
**measurments and quantites.**

Item	#	Notes
Doors	1	wood
<b><u>Floor</u></b>		tile
Drains	2	
Toilets	5	1 ADA
Urinals	4	1 ADA
TP	5	double roll
Sanitary		none
Grab Bar sets	1	set of 3
Trash	1	stainless on floor
<b><u>Walls</u></b>		tile & wallpaper thermostat
Sinks	4	in counter
Dryer	3	to be installed
Ppr Twl	3	2 automatic; 1 built in
New Soap	2	wall mounted
Old Soap	4	built in counter
Counters	1	
Mirrors	1	length of counter
Changing	1	
Outlets	1	GFI

Floor	M/W/F	Room #
Hospitality	Foyer-M	304

Quantities are estimates.

Contractors responsible for all  
measurments and quantites.

Item	#	Notes
Doors	1	metal
<b><u>Floor</u></b>		
Drains		
Toilets		
Urinals		
TP		
Sanitary		
Grab Bar sets		
Trash		
<b><u>Walls</u></b>		drywall
Sinks		
Dryer		
Ppr Twl		
New Soap		
Old Soap		
Counters		
Mirrors		
Changing		
Outlets		
Air Fresh		
Fire Alarm		
Light Switch	1	single sensor
Door Stops	1	wall mounted

Floor	M/W/F	Room #
Hospitality	M	304

**Quantities are estimates.**  
**Contractors responsible for all**  
**measurments and quantites.**

Item	#	Notes
Doors	1	metal
<b><u>Floor</u></b>		
Drains	4	
Toilets	6	1 ADA
Urinals	6	1 ADA
TP	6	double roll
Sanitary		none
Grab Bar sets	2	set of 3; set of 2
Trash	1	stainless on floor
<b><u>Walls</u></b>		drywall thermostat
Sinks	6	1 ADA; in counter
Dryer	4	to be installed
Ppr Twl	4	3 automatic; 1 built in wall
New Soap	4	3 wall mounted; 1 mirror mounted
Old Soap	6	in counter
Counters	2	1 ADA
Mirrors	1	length of counter
Changing		none
Outlets	2	
Air Fresh	1	
Fire Alarm	2	
Light Switch	1	sensor



Floor	M/W/F	Room #
Hospitality	F	305

**Quantities are estimates.**  
**Contractors responsible for all**  
**measurments and quantites.**

Item	#	Notes
Doors	1	metal
<b><u>Floor</u></b>		
Drains	5	
Toilets	17	1 ADA
Urinals		none
TP	17	double roll
Sanitary	9	1 single; 8 dual sided
Grab Bar sets	2	set of 3; set of 2
Trash	4	stainless; 2 built in; 1 attached to wall
<b><u>Walls</u></b>		drywall frame thermostat
Sinks	6	1 ADA; in counter
Dryer	4	to be installed
Ppr Twl	5	3 automatic - wall mounted; 2 built in w/trash in wall
New Soap	3	wall mounted
Old Soap	5	in counter
Counters	2	1 ADA
Mirrors	1	length of counter
Changing		none
Outlets	2	
Air Fresh	3	

## **CONTENTS**

Invitation for Bid.....	3
General Conditions of the Contract for Construction.....	4
Supplementary General Conditions.....	5
Division 1 – General Requirements.....	9
Bid .....	11
Contract .....	14
EJCDC General Conditions .....	18
Alternate Information .....	86
Drawings .....	87

**BID**

**TO CUMBERLAND COUNTY  
NORTH CAROLINA**

The undersigned hereby signifies that it is \_\_\_\_\_ (his or her) intention and purpose to enter into a contract to furnish labor, materials, equipment, apparatus, etc., as required and to do all the work necessary for the:

**CROWN COLISEUM RESTROOM RENOVATION**

as described in the specifications and shown in the plans in accordance with the terms in the Invitation for Bid, the foregoing Specifications, and the following form of Contract, and this Bid; and pursuant with the requirements as follows:

THAT: The undersigned carefully examined the Invitation for Bid, the Specifications, Plans, this form of Bid, and the Contract and fully understands them.

THAT: The undersigned carefully examined the site or sites of the project or projects and is familiar with the conditions under which the work, or any part of it, is to be done and the conditions which must be fulfilled in furnishing and/or erection or construction of any or all items of the project, and the furnishing only of any materials, equipment, or apparatus specified in connection therewith.

THAT: The undersigned will provide all necessary tools, machinery apparatus, and all means necessary to complete such Contract as may be entered into, and in the manner prescribed in the Contract and Specifications and according to the Plans and requirements of the Engineer, in the first class manner.

THAT: The right of Cumberland County and the recommendations of the Engineer are not to be questioned in the award of the Contract.

THAT: It is the intention of Cumberland County, North Carolina, subject to the conditions set forth, to award contracts for the project on the basis of bids received at this letting and in such manner as they may decide as being in the best interests of the County.

THAT: The County reserves the right to reject any of all bids.

THAT: A bid made by a corporation must be signed by its proper officers in a legal manner and its official address stated herein.

THAT: A bid made by a firm shall be signed with the name of each member of said firm and the firm name added, with the official address of said firm.

THAT: The undersigned will complete such contract as is hereby proposed to enter into within the time stated in the notice to proceed and stipulated in the Contract.

THAT: The Bidder acknowledges receipt of the following Addendum:

Addendum 01 \_\_\_\_\_

THAT: The Contractor agrees to furnish all materials, labor and equipment and to install complete in place the work in accordance with the Plans and Specifications for the lump sum of:

**BASE BID:** \_\_\_\_\_ Dollars (\$) ).

**ALTERNATE:** \_\_\_\_\_ Dollars (\$) ).

**TOTAL BID:** \_\_\_\_\_ Dollars (\$) ).

Submitted, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
(Signature of Person, Firm or Corporation making Bid)

(Seal - If Bid is by a Corporation) Title: \_\_\_\_\_

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

\_\_\_\_\_

Attest: \_\_\_\_\_

License No. \_\_\_\_\_

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



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

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

(Name of Bidder)

Affidavit of \_\_\_\_\_

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

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

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

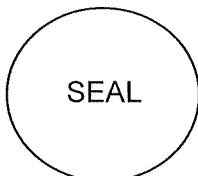
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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

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

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

Signature: \_\_\_\_\_

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



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

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

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

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

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

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

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

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

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.  
(Name of Project)

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

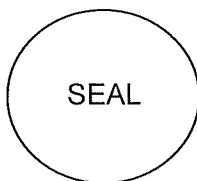
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

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

Signature: \_\_\_\_\_

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



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

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

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

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



CUMBERLAND COUNTY  
Crown Coliseum Restroom Renovation  
BID OPENING - January 15, 2025 11:00am

BIDDER	ADDENDUM	BOND	HUB	BASE	ALT	TOTAL
Group III Management	X	X	X	\$1,076,000.00	\$35,000.00	\$1,111,000.00
Shepherd Response	X	X	X	\$1,455,000.00	\$42,940.00	\$1,497,940.00
L&L Drywall & Construction	X	X	X	\$808,449.00	\$26,914.00	\$835,363.00