

PROJECT MANUAL for

Wayne County Public Schools

**Rosewood Middle School
Addition & Renovation
Early Site Demolition Package**

541 NC 581 S
Goldsboro, NC 27530

Bid Documents

August 9, 2024

DKA Project Number 2401



DAVIS KANE
ARCHITECTS, PA

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Wayne County Public Schools

**Rosewood Middle School
Addition & Renovation**

Early Site Demolition Package
August 9, 2024

Design consultants affix signed seals below

OWNER

WAYNE COUNTY PUBLIC SCHOOLS
Goldsboro, North Carolina

ARCHITECT

DAVIS KANE ARCHITECTS, PA
Raleigh, North Carolina



LANDSCAPE ARCHITECT/
CIVIL ENGINEER

CLH DESIGN, PA
Cary, North Carolina



Digitally signed by Steven J. Miller
Date: 2024.08.07 13:34:17-04'00'

TABLE OF CONTENTS

PROJECT: Wayne County Public Schools
Rosewood Middle School Addition & Renovation
Goldsboro, North Carolina

DKA Project No. 2401

Early Site Demolition Package – August 9, 2024

DOCUMENTS:	Pages
Credits	1 page
Table of Contents	TOC – 1 through 2
General Conditions of the Contract for Construction	39 pages
Hazardous Materials Survey, dated January 2, 2024	7 pages
Geotechnical Engineering Report, dated May 17, 2024	67 pages

SPECIFICATIONS:

DIVISION 01 GENERAL REQUIREMENTS

Section

012100 Allowances	012100 – 1 through 3
012200 Unit Prices	012200 – 1 through 4
013200 Construction Progress Documentation	013200 – 1 through 6
013233 Photographic Documentation	013233 – 1 through 2

DIVISION 02 EXISTING CONDITIONS

Section

024116 Structure Demolition	024116 – 1 through 6
-----------------------------	----------------------

DIVISION 31 EARTHWORK

Section

311001 Site Preparation	311001 – 1 through 5
312001 Earth Moving	312001 – 1 through 13
312501 Erosion & Sediment Controls	312501 – 1 through 6



DIVISION 32 EXTERIOR IMPROVEMENTS

Section

321314	Concrete Paving	321314 – 1 through 8
323114	Chain Link Fences and Gates	323114 – 1 through 4
329011	Seeding	329011 – 1 through 7

DIVISION 33 UTILITIES

Section

333001	Site Sanitary Sewerage Utilities	333001 – 1 through 6
334001	Site Storm Drainage Utilities	334001 – 1 through 4

END OF TABLE OF CONTENTS

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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Rosewood Middle School Additions and Renovations
581 NC Hwy 581 South
Goldsboro, NC 27530

THE OWNER:

(Name, legal status and address)

Wayne County Public Schools 2001 East Royall Ave
Goldsboro, NC 27534

THE ARCHITECT:

(Name, legal status and address)

Davis Kane Architects 503 Oberlin Road Suite 300
Raleigh, NC 27605

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 OWNER**
- 3 CONTRACTOR**
- 4 ARCHITECT**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY**
- 11 INSURANCE AND BONDS**
- 12 UNCOVERING AND CORRECTION OF WORK**
- 13 MISCELLANEOUS PROVISIONS**
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT**
- 15 CLAIMS AND DISPUTES**

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INDEX

(Topics and numbers in bold are Section headings.)

- Acceptance of Nonconforming Work
 - 9.6.6, 9.9.3, 12.3
- Acceptance of Work
 - 9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
- Access to Work
 - 3.16, 6.2.1, 12.1
- Accident Prevention
 - 10
- Acts and Omissions
 - 3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
- Addenda
 - 1.1.1
- Additional Costs, Claims for
 - 3.7.4, 3.7.5, 10.3.2, 15.1.5
- Additional Inspections and Testing
 - 9.4.2, 9.8.3, 12.2.1, 13.4
- Additional Time, Claims for
 - 3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6
- Administration of the Contract
 - 3.1.3, 4.2, 9.4, 9.5
- Advertisement or Invitation to Bid
 - 1.1.1
- Aesthetic Effect
 - 4.2.13
- Allowances
 - 3.8
- Applications for Payment
 - 4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
- Approvals
 - 2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
- Arbitration
 - 8.3.1, 15.3.2, 15.4
- ARCHITECT
 - 4
- Architect, Definition of
 - 4.1.1
- Architect, Extent of Authority
 - 2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
- Architect, Limitations of Authority and Responsibility
 - 2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
- Architect's Additional Services and Expenses
 - 2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
- Architect's Administration of the Contract
 - 3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
- Architect's Approvals
 - 2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
- Architect's Authority to Reject Work
 - 3.5, 4.2.6, 12.1.2, 12.2.1
- Architect's Copyright
 - 1.1.7, 1.5
- Architect's Decisions
 - 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
- Architect's Inspections
 - 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
- Architect's Instructions
 - 3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
- Architect's Interpretations
 - 4.2.11, 4.2.12
- Architect's Project Representative
 - 4.2.10
- Architect's Relationship with Contractor
 - 1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
- Architect's Relationship with Subcontractors
 - 1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
- Architect's Representations
 - 9.4.2, 9.5.1, 9.10.1
- Architect's Site Visits
 - 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
- Asbestos
 - 10.3.1
- Attorneys' Fees
 - 3.18.1, 9.6.8, 9.10.2, 10.3.3
- Award of Separate Contracts
 - 6.1.1, 6.1.2
- Award of Subcontracts and Other Contracts for Portions of the Work
 - 5.2
- Basic Definitions
 - 1.1
- Bidding Requirements
 - 1.1.1
- Binding Dispute Resolution
 - 8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
- Bonds, Lien
 - 7.3.4.4, 9.6.8, 9.10.2, 9.10.3
- Bonds, Performance, and Payment
 - 7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5
- Building Information Models Use and Reliance
 - 1.8
- Building Permit
 - 3.7.1
- Capitalization
 - 1.3
- Certificate of Substantial Completion
 - 9.8.3, 9.8.4, 9.8.5

Init.

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Certificates for Payment
 4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7,
 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
 Certificates of Inspection, Testing or Approval
 13.4.4
 Certificates of Insurance
 9.10.2
 Change Orders
 1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3,
 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1,
 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
 Change Orders, Definition of
 7.2.1
CHANGES IN THE WORK
 2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,
 11.5
 Claims, Definition of
 15.1.1
 Claims, Notice of
 1.6.2, 15.1.3
CLAIMS AND DISPUTES
 3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
 Claims and Timely Assertion of Claims
 15.4.1
 Claims for Additional Cost
 3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5
 Claims for Additional Time
 3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6
 Concealed or Unknown Conditions, Claims for
 3.7.4
 Claims for Damages
 3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,
 11.3.2, 14.2.4, 15.1.7
 Claims Subject to Arbitration
 15.4.1
 Cleaning Up
 3.15, 6.3
 Commencement of the Work, Conditions Relating to
 2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,
 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5
 Commencement of the Work, Definition of
 8.1.2
 Communications
 3.9.1, 4.2.4
 Completion, Conditions Relating to
 3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,
 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
 Completion, Substantial
 3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,
 9.10.3, 12.2, 15.1.2
 Compliance with Laws
 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2,
 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3,
 15.2.8, 15.4.2, 15.4.3
 Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3
 Conditions of the Contract
 1.1.1, 6.1.1, 6.1.4
 Consent, Written
 3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,
 15.4.4.2
 Consolidation or Joinder
 15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
 1.1.4, 6
 Construction Change Directive, Definition of
 7.3.1
 Construction Change Directives
 1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3,
 7.3, 9.3.1.1
 Construction Schedules, Contractor's
 3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
 Contingent Assignment of Subcontracts
 5.4, 14.2.2.2
 Continuing Contract Performance
 15.1.4
 Contract, Definition of
 1.1.2
CONTRACT, TERMINATION OR SUSPENSION
OF THE
 5.4.1.1, 5.4.2, 11.5, 14
 Contract Administration
 3.1.3, 4, 9.4, 9.5
 Contract Award and Execution, Conditions Relating
 to
 3.7.1, 3.10, 5.2, 6.1
 Contract Documents, Copies Furnished and Use of
 1.5.2, 2.3.6, 5.3
 Contract Documents, Definition of
 1.1.1
 Contract Sum
 2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4,
 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,
 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5
 Contract Sum, Definition of
 9.1
 Contract Time
 1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,
 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,
 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,
 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
 Contract Time, Definition of
 8.1.1
CONTRACTOR
3
Contractor, Definition of
 3.1, 6.1.2
 Contractor's Construction and Submittal Schedules
 3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
 Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6,
10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1

Contractor's Relationship with Separate Contractors
and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2,
9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2,
6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6,
10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the
Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents
3.2

Contractor's Right to Stop the Work
2.2.2, 9.7

Contractor's Right to Terminate the Contract
14.1

Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent
3.9, 10.2.6

Contractor's Supervision and Construction
Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11

Copyrights
1.5, 3.17

Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3,
15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents
1.2

Cost, Definition of
7.3.4

Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6,
11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate
Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,
11.3, 14.2.4, 15.1.7

Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2

Date of Substantial Completion, Definition of
8.1.3

Day, Definition of
8.1.4

Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,
14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance,
Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
9.10.4, 12.2.1

Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Digital Data Use and Transmission
1.7

Disputes
6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site
3.11

Drawings, Definition of
1.1.5

Drawings and Specifications, Use and Ownership of
3.11

Effective Date of Insurance
8.2.2

Emergencies
10.4, 14.1.1.2, 15.1.5

Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, 15.2.5

Failure of Payment
 9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
 Faulty Work
 (See Defective or Nonconforming Work)
 Final Completion and Final Payment
 4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3
 Financial Arrangements, Owner's
 2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
 1
 Governing Law
 13.1
 Guarantees (See Warranty)
 Hazardous Materials and Substances
 10.2.4, 10.3
 Identification of Subcontractors and Suppliers
 5.2.1
 Indemnification
 3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3
 Information and Services Required of the Owner
 2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
 14.1.1.4, 14.1.4, 15.1.4
 Initial Decision
 15.2
 Initial Decision Maker, Definition of
 1.1.8
 Initial Decision Maker, Decisions
 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
 Initial Decision Maker, Extent of Authority
 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
 Injury or Damage to Person or Property
 10.2.8, 10.4
 Inspections
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
 9.9.2, 9.10.1, 12.2.1, 13.4
 Instructions to Bidders
 1.1.1
 Instructions to the Contractor
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
 Instruments of Service, Definition of
 1.1.7
 Insurance
 6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,
 11
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
 Insurance, Contractor's Liability
 11.1
 Insurance, Effective Date of
 8.2.2, 14.4.2
 Insurance, Owner's Liability
 11.2
 Insurance, Property
 10.2.5, 11.2, 11.4, 11.5
 Insurance, Stored Materials
 9.3.2

INSURANCE AND BONDS
 11
 Insurance Companies, Consent to Partial Occupancy
 9.9.1
 Insured loss, Adjustment and Settlement of
 11.5
 Intent of the Contract Documents
 1.2.1, 4.2.7, 4.2.12, 4.2.13
 Interest
 13.5
 Interpretation
 1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
 Interpretations, Written
 4.2.11, 4.2.12
 Judgment on Final Award
 15.4.2
 Labor and Materials, Equipment
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
 10.2.4, 14.2.1.1, 14.2.1.2
 Labor Disputes
 8.3.1
 Laws and Regulations
 1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
 15.4
 Liens
 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
 Limitations, Statutes of
 12.2.5, 15.1.2, 15.4.1.1
 Limitations of Liability
 3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
 11.3, 12.2.5, 13.3.1
 Limitations of Time
 2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
 15.1.2, 15.1.3, 15.1.5
 Materials, Hazardous
 10.2.4, 10.3
 Materials, Labor, Equipment and
 1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
 Means, Methods, Techniques, Sequences and
 Procedures of Construction
 3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
 Mechanic's Lien
 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
 Mediation
 8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1,
 15.4.1.1
 Minor Changes in the Work
 1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
 13

Init.

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Modifications, Definition of
 1.1.1
 Modifications to the Contract
 1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,
 10.3.2
 Mutual Responsibility
 6.2
 Nonconforming Work, Acceptance of
 9.6.6, 9.9.3, 12.3
 Nonconforming Work, Rejection and Correction of
 2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,
 12.2
 Notice
 1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4,
 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,
 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,
 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,
 15.1.6, 15.4.1
 Notice of Cancellation or Expiration of Insurance
 11.1.4, 11.2.3
 Notice of Claims
 1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5,
 15.1.6, 15.2.8, 15.3.2, 15.4.1
 Notice of Testing and Inspections
 13.4.1, 13.4.2
 Observations, Contractor's
 3.2, 3.7.4
 Occupancy
 2.3.1, 9.6.6, 9.8
 Orders, Written
 1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,
 14.3.1
 OWNER
 2
 Owner, Definition of
 2.1.1
 Owner, Evidence of Financial Arrangements
 2.2, 13.2.2, 14.1.1.4
 Owner, Information and Services Required of the
 2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1,
 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
 Owner's Authority
 1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,
 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2,
 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,
 15.2.7
 Owner's Insurance
 11.2
 Owner's Relationship with Subcontractors
 1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
 Owner's Right to Carry Out the Work
 2.5, 14.2.2
 Owner's Right to Clean Up
 6.3
 Owner's Right to Perform Construction and to Award

Separate Contracts
 6.1
 Owner's Right to Stop the Work
 2.4
 Owner's Right to Suspend the Work
 14.3
 Owner's Right to Terminate the Contract
 14.2, 14.4
 Ownership and Use of Drawings, Specifications and
 Other Instruments of Service
 1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,
 5.3
 Partial Occupancy or Use
 9.6.6, 9.9
 Patching, Cutting and
 3.14, 6.2.5
 Patents
 3.17
 Payment, Applications for
 4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
 14.2.3, 14.2.4, 14.4.3
 Payment, Certificates for
 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
 9.10.3, 14.1.1.3, 14.2.4
 Payment, Failure of
 9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
 Payment, Final
 4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3
 Payment Bond, Performance Bond and
 7.3.4.4, 9.6.7, 9.10.3, 11.1.2
 Payments, Progress
 9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
 PAYMENTS AND COMPLETION
 9
 Payments to Subcontractors
 5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
 PCB
 10.3.1
 Performance Bond and Payment Bond
 7.3.4.4, 9.6.7, 9.10.3, 11.1.2
 Permits, Fees, Notices and Compliance with Laws
 2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2
 PERSONS AND PROPERTY, PROTECTION OF
 10
 Polychlorinated Biphenyl
 10.3.1
 Product Data, Definition of
 3.12.2
 Product Data and Samples, Shop Drawings
 3.11, 3.12, 4.2.7
 Progress and Completion
 4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4
 Progress Payments
 9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
 Project, Definition of
 1.1.4
 Project Representatives

4.2.10
 Property Insurance
 10.2.5, 11.2
 Proposal Requirements
 1.1.1
 PROTECTION OF PERSONS AND PROPERTY
 10
 Regulations and Laws
 1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8,
 15.4
 Rejection of Work
 4.2.6, 12.2.1
 Releases and Waivers of Liens
 9.3.1, 9.10.2
 Representations
 3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
 Representatives
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
 Responsibility for Those Performing the Work
 3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
 Retainage
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
 Review of Contract Documents and Field Conditions
 by Contractor
 3.2, 3.12.7, 6.1.3
 Review of Contractor's Submittals by Owner and
 Architect
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
 Review of Shop Drawings, Product Data and
 Samples by Contractor
 3.12
 Rights and Remedies
 1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
 12.2.4, 13.3, 14, 15.4
 Royalties, Patents and Copyrights
 3.17
 Rules and Notices for Arbitration
 15.4.1
 Safety of Persons and Property
 10.2, 10.4
 Safety Precautions and Programs
 3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
 Samples, Definition of
 3.12.3
 Samples, Shop Drawings, Product Data and
 3.11, 3.12, 4.2.7
 Samples at the Site, Documents and
 3.11
 Schedule of Values
 9.2, 9.3.1
 Schedules, Construction
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
 Separate Contracts and Contractors
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
 Separate Contractors, Definition of

6.1.1
 Shop Drawings, Definition of
 3.12.1
 Shop Drawings, Product Data and Samples
 3.11, 3.12, 4.2.7
 Site, Use of
 3.13, 6.1.1, 6.2.1
 Site Inspections
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
 Site Visits, Architect's
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
 Special Inspections and Testing
 4.2.6, 12.2.1, 13.4
 Specifications, Definition of
 1.1.6
 Specifications
 1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
 Statute of Limitations
 15.1.2, 15.4.1.1
 Stopping the Work
 2.2.2, 2.4, 9.7, 10.3, 14.1
 Stored Materials
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4
 Subcontractor, Definition of
 5.1.1
 SUBCONTRACTORS
 5
 Subcontractors, Work by
 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4,
 9.3.1.2, 9.6.7
 Subcontractual Relations
 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
 Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3,
 9.8, 9.9.1, 9.10.2, 9.10.3
 Submittal Schedule
 3.10.2, 3.12.5, 4.2.7
 Subrogation, Waivers of
 6.1.1, 11.3
 Substances, Hazardous
 10.3
 Substantial Completion
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
 12.2, 15.1.2
 Substantial Completion, Definition of
 9.8.1
 Substitution of Subcontractors
 5.2.3, 5.2.4
 Substitution of Architect
 2.3.3
 Substitutions of Materials
 3.4.2, 3.5, 7.3.8
 Sub-subcontractor, Definition of
 5.1.2
 Subsurface Conditions
 3.7.4
 Successors and Assigns

Init.

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User Notes:

(3B9ADA42)

13.2
 Superintendent
 3.9, 10.2.6
 Supervision and Construction Procedures
 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
 Suppliers
 1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,
 9.10.5, 14.2.1
 Surety
 5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,
 15.2.7
 Surety, Consent of
 9.8.5, 9.10.2, 9.10.3
 Surveys
 1.1.7, 2.3.4
 Suspension by the Owner for Convenience
 14.3
 Suspension of the Work
 3.7.5, 5.4.2, 14.3
 Suspension or Termination of the Contract
 5.4.1.1, 14
 Taxes
 3.6, 3.8.2.1, 7.3.4.4
 Termination by the Contractor
 14.1, 15.1.7
 Termination by the Owner for Cause
 5.4.1.1, 14.2, 15.1.7
 Termination by the Owner for Convenience
 14.4
 Termination of the Architect
 2.3.3
 Termination of the Contractor Employment
 14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
 14
 Tests and Inspections
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4
TIME
 8
 Time, Delays and Extensions of
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
 Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14,
 15.1.2, 15.1.3, 15.4
 Time Limits on Claims
 3.7.4, 10.2.8, 15.1.2, 15.1.3
 Title to Work
 9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
 12
 Uncovering of Work
 12.1
 Unforeseen Conditions, Concealed or Unknown
 3.7.4, 8.3.1, 10.3
 Unit Prices
 7.3.3.2, 9.1.2
 Use of Documents
 1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
 Use of Site
 3.13, 6.1.1, 6.2.1
 Values, Schedule of
 9.2, 9.3.1
 Waiver of Claims by the Architect
 13.3.2
 Waiver of Claims by the Contractor
 9.10.5, 13.3.2, 15.1.7
 Waiver of Claims by the Owner
 9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7
 Waiver of Consequential Damages
 14.2.4, 15.1.7
 Waiver of Liens
 9.3, 9.10.2, 9.10.4
 Waivers of Subrogation
 6.1.1, 11.3
 Warranty
 3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
 15.1.2
 Weather Delays
 8.3, 15.1.6.2
 Work, Definition of
 1.1.3
 Written Consent
 1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
 13.2, 13.3.2, 15.4.4.2
 Written Interpretations
 4.2.11, 4.2.12
 Written Orders
 1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's

sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the

Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's

responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, 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 the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in

Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any

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direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with

reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible

for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the

Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented

to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;

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- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds

of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the

other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the

Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

LEA: Wayne County Board of Education

State System #: 960

Address: 2001 Royal Ave.
Goldsboro, NC 27530

County: Wayne

Telephone: (919) 731-5900

AHERA MANAGEMENT PLAN COVER SHEET

Management Plan Submission: Original Resubmittal New Building Reinspection

List of Documents Attached:

- School Buildings
- Preventive Measures and Response Actions Scheduled
- Response Actions Recommended
- Operations and Maintenance Plan
- Periodic Surveillance Plan
- Reinspection Plan
- Assessment of Materials
- Description of Each Sample Area
- Determination of Sampling Locations
- Bulk Sample Analysis Form
- Resources Needed
- Steps to Inform Others
- Reinspection Report

LEA AHERA DESIGNEE

Typed Name: Allen Smith

Name of Training Course: LEA Designee Training

Mailing Address: 1605 Salem Church Rd.

Year 2001 Month Oct Day 29-30 Total Hours of Course 16

Goldsboro, NC 27530

Name of Training Agency: NCDHHS Asbestos Unit

MANAGEMENT PLANNER

Typed Name: Britt Wester

Signature:  Date: 2-20-24

NC Accreditation Number: 20629

Agency: Matrix Health and Safety Consultants

INSPECTOR

Typed Name: Jonathon Thalheimer

Signature:  Date: 01/03/2024

NC Accreditation Number: 13399

Agency: Matrix Health and Safety Consultants

For persons who performed inspections, and recommend(ed) design, or carry out response actions (except for operations and maintenance) the local education agency used or will use persons who have been accredited by the State of North Carolina under Article 19, N.C. Gen.Stat. §130A--447 and 10A NCAC 41C .0602(a) of the Asbestos Hazard Management Program Rules. In addition, the LEA has considered whether any conflict of interest may arise from the interrelationship among accredited personnel, such as abatement activities being performed by an inspector or management planner, and whether that should influence the selection of accredited personnel to perform activities under this AHERA Program.

The signatories below certify that the general local education agency responsibilities, as stipulated by Part 763.84 have been met or will be met.

Signature: _____
LEA AHERA Designee

Signature: 
LEA Superintendent

Date: _____

Mark A. Whichard
Typed Name of Superintendent

Date: 5/10/2024

FOR REVIEWING AGENCY USE ONLY

- Accepted
- Returned for Reasons Stated Below

Reviewer's Signature: _____

Date: _____

LEA: Wayne County Schools

School: Rosewood Middle School

State School System #: 960/374

SCHOOL BUILDINGS

Check boxes for the presence of:

Building	Location	Friable ACBM	Non-Friable ACBM	Assumed Friable ACBM	Assumed Non-Friable ACBM	No ACBM
1. A	Street Address: 541 NC 581 South City: Goldsboro, NC Zip: 27530	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. B	Street Address: 541 NC 581 South City: Goldsboro, NC Zip: 27530	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. C	Street Address: 541 NC 581 South City: Goldsboro, NC Zip: 27530	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. D	Street Address: 541 NC 581 South City: Goldsboro, NC Zip: 27530	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. E	Street Address: 541 NC 581 South City: Goldsboro, NC Zip: 27530	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. F	Street Address: 541 NC 581 South City: Goldsboro, NC Zip: 27530	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. G	Street Address: 541 NC 581 South City: Goldsboro, NC Zip: 27530	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. H	Street Address: 541 NC 581 South City: Goldsboro, NC Zip: 27530	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. I	Street Address: 541 NC 581 South City: Goldsboro, NC Zip: 27530	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. J	Street Address: 541 NC 581 South City: Goldsboro, NC Zip: 27530	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. K	Street Address: Building Demolished City: Zip:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. 2002 Addition	Street Address: 541 NC 581 South City: Goldsboro, NC Zip: 27530	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ACBM = Asbestos Containing Building Material

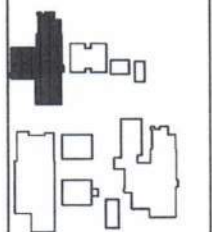
LEA System #: Wayne County Schools / 1960
 School Name and No: Rosewood Middle School / 374
 Building(s): All buildings as indicated in the Building Column
 School Address: 541 NC 581 South Goldsboro, NC 27530
 Reinspection Date: 01/03/2024

AHERA REINSPECTION REPORT

All previously identified or newly discovered friable and nonfriable asbestos containing building material (ACBM) has been reinspected/assessed and findings specified below:

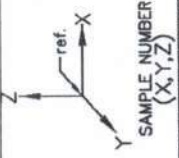
1. BUILDING AND FUNCTIONAL SPACE	2. HGA ID	3. MATERIAL DESCRIPTION (Friable/Nonfriable)	4. ASSESSMENT			5. RESPONSE ACTION	
			a. No Change	b. Condition Code	c. Comments	Description	Begin/End Dates
"A"	05-RES-A-03	Miscellaneous Material - Non-friable 9" Floor Tile - Approx. 750 SF See Drawing 05-RES-A1 Sheet 1 of 3 See Drawing 05-RES-A2 Sheet 2 of 2	✓	5	The flooring is in good condition Approx. 570 sq ft Covered with 12" tile.	O & M	Ongoing
"A"	05-RES-A-05	Miscellaneous Material - Non-friable Sheet Flooring - Approx. 900SF See Drawings 05-RES-A1 Sheet 1 of 3	✓	5	The Floor is in good condition.	O & M	Ongoing
"A"	05-RES-A-07	Miscellaneous Material - Non-friable 9" Floor Tile - Approx. 3,100 SF See Drawings 05-RES-A1 Sheet 1 of 3	✓	5	The Floor is in good condition. Covered with non-asbestos 12" tile.	O & M	Ongoing
"B"	05-RES-B-03	Miscellaneous material - Non-friable 12" Floor Tile - Approx. 800 SF See Drawing 05-RES-B Sheet 1 of 2	✓	5	The flooring is in good condition	O & M	Ongoing
"C"	05-RES-C-02	Thermal Systems Insulation - Friable - Insulation on fittings in the boiler room. 5 fittings.			Removed 8/8/1989		
"C"	05-RES-C-01	Miscellaneous material - Non-friable 9" Floor tile - Approx. 4010 SF See Drawing 05-RES-C Sheet 2 of 2	✓	5	The Floor tile is in good condition	O & M	Ongoing
"D"	05-RES-D-04	Miscellaneous material 12" Floor Tile - Approx. 800 SF See Drawing 05-RES-C Sheet 2 of 2	✓	5	The flooring tile is in good condition	O & M	Ongoing
Walkway	05-RES-A-08 05-RES-A-11	Thermal Systems Insulation - Friable Insulation on pipes and fittings on the exterior of all buildings. 775LF; 60 Fittings See Drawing 05-RES-TS	✓	1	Insulation is covered with Alum. jacket. Covering is intact. Piping is easily accessible. Continue O & M	O & M	Ongoing
All	05-RES-Mastic	Miscellaneous Material - Non-friable Black Floor Tile Mastic in all areas where tile is identified. Assumed Asbestos	✓	5	Floor tile mastic is not a hazard unless it is sanded or otherwise made into dust.	O & M	Ongoing

INSPECTOR: Typed Name: Jonathan Thalheimer Signature: [Signature] Date: 01/03/2024
 LEA DESIGNEE: Typed Name: Allen Smith Signature: _____ Date: _____
 NC Accreditation Number: 13399
 MANAGEMENT PLANNER: Typed Name: C. Britt Wester Signature: [Signature] Date: 2-20-24
 NC Accreditation Number: 20629



MATRIX

Health & Safety Consultants, L.L.C.



SAMPLE NUMBER
(X,Y,Z)

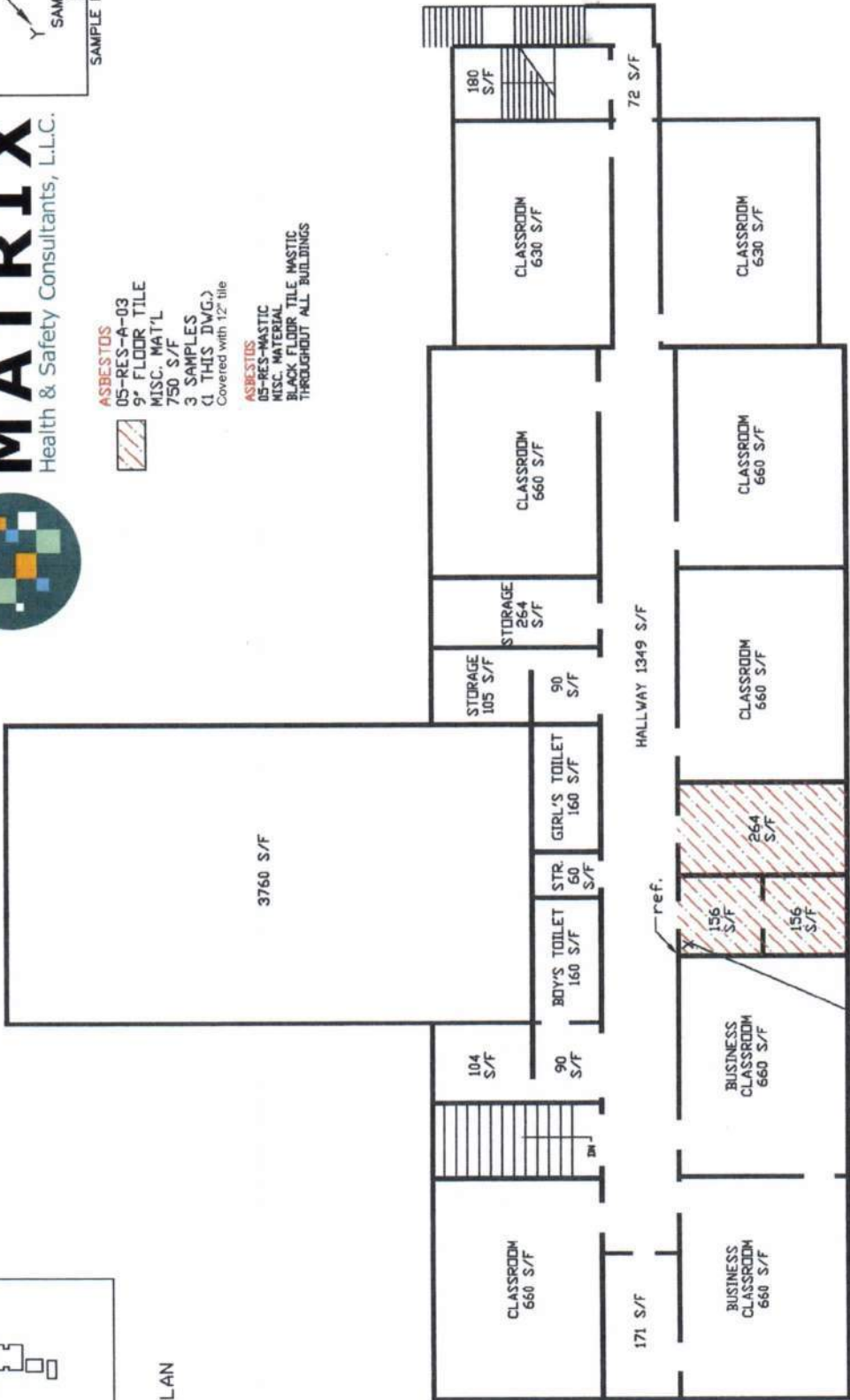
SAMPLE LOCATION KEY

ASBESTOS
 05-RES-A-03
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 MISC. MAT'L
 750 S/F
 3 SAMPLES
 (1 THIS DWG.)
 Covered with 12" tile

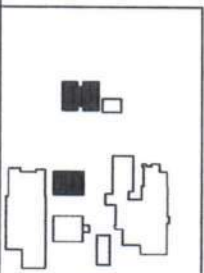


ASBESTOS
 05-RES-MASTIC
 MISC. MATERIAL
 BLACK FLOOR TILE MASTIC
 THROUGHOUT ALL BUILDINGS

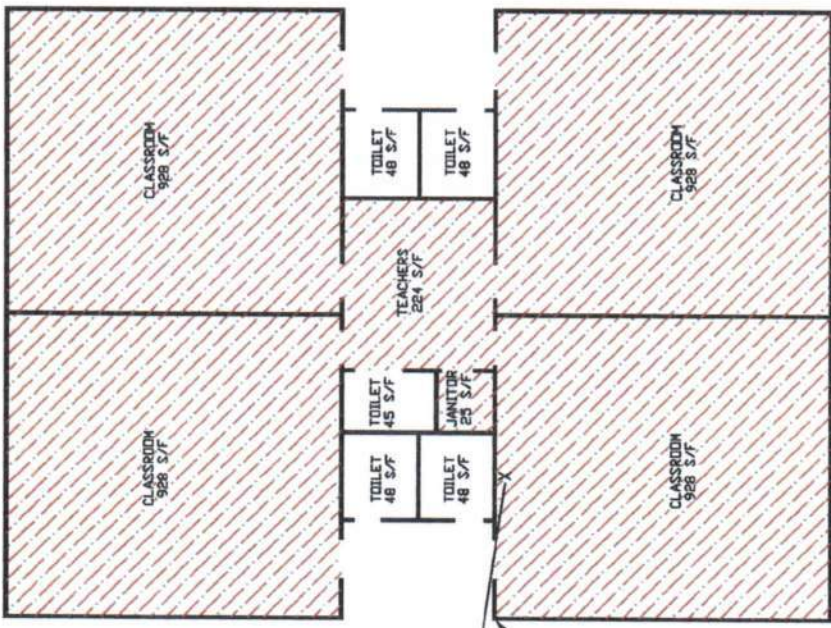
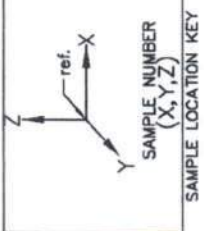
PLOT PLAN



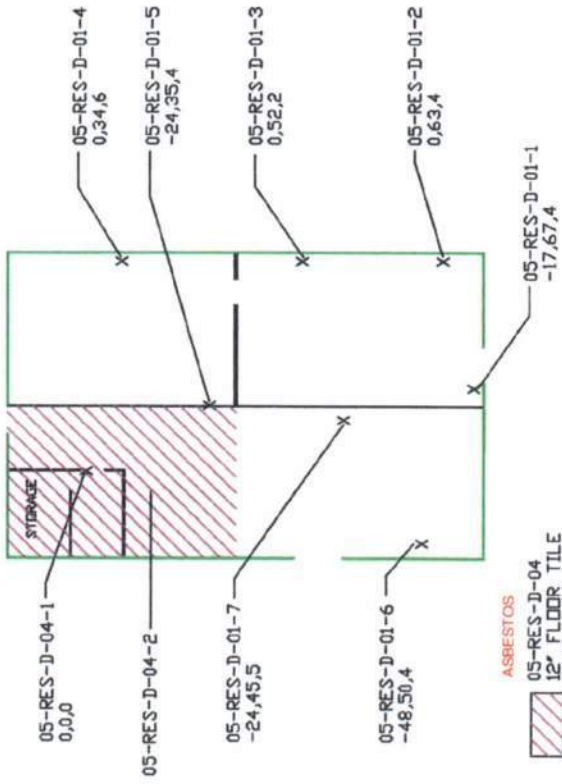
FLOOR PLAN		WAYNE COUNTY SCHOOLS GOLDSBORO, N.C.	ROSEWOOD MIDDLE SCHOOL DWG. 05-RES-A2	SHEET NO.
REVISED 01/04/2024	NO SCALE			2



PLOT PLAN



BUILDING "C"



BUILDING "D"

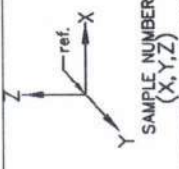
ASBESTOS
05-RES-D-04
12" FLOOR TILE
MISC. MAT'L
800 S/F
2 SAMPLES

ASBESTOS
05-RES-D-01
SMOOTH PLASTER WALLS
SURFACING MAT'L
4,535 S/F
7 SAMPLES

ASBESTOS
05-RES-MASTIC
MISC. MATERIAL
BLACK FLOOR TILE, MASTIC
THROUGHOUT ALL BUILDINGS

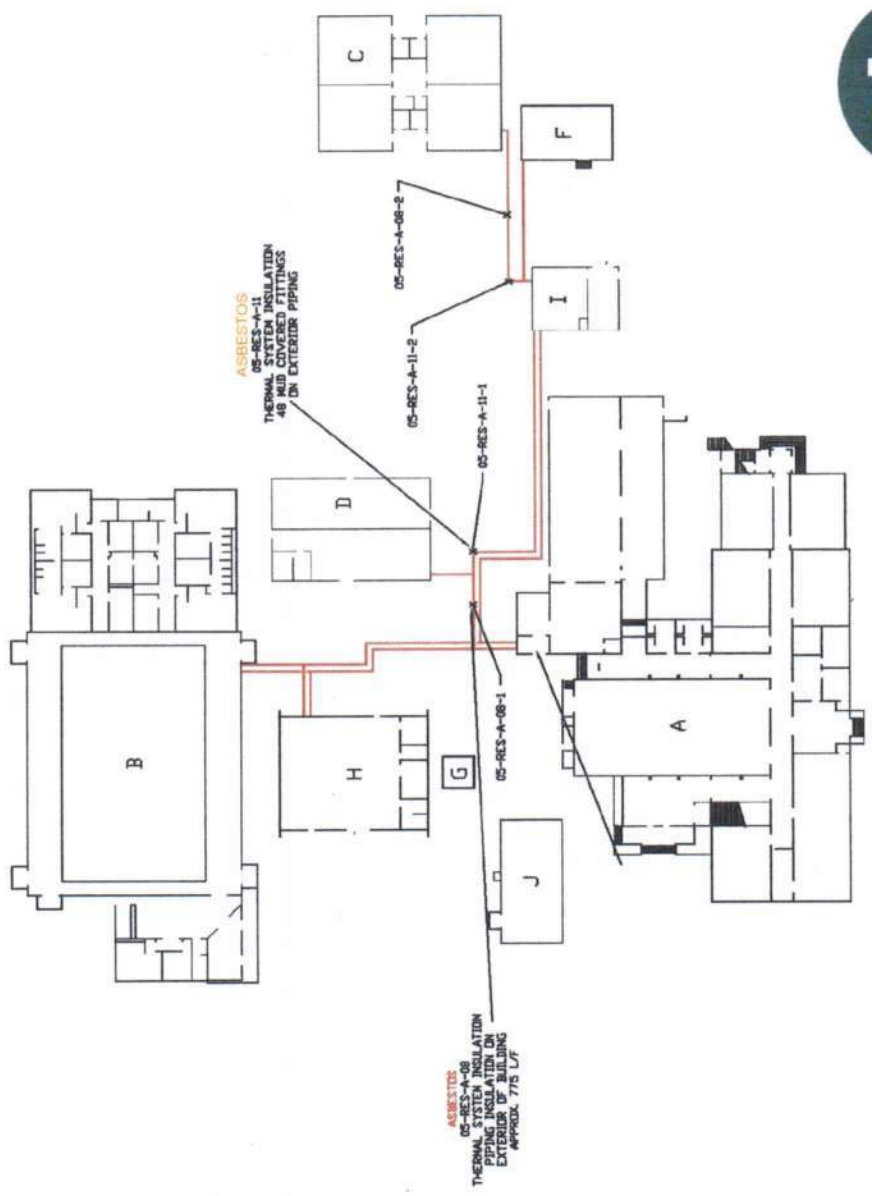
ASBESTOS
05-RES-C-01
9" FLOOR TILE
MISC. MAT'L
4,010 S/F
1 SAMPLE

FLOOR PLAN		WAYNE COUNTY SCHOOLS		ROSEWOOD MIDDLE SCHOOL		SHEET NO.	
REVISED	NO	SCALE	DWG.		OF		
01/04/2024			05-RES-C		2		2



SAMPLE NUMBER
(X, Y, Z)

SAMPLE LOCATION KEY



MATRIX
Health & Safety Consultants, L.L.C.

FLOOR PLAN		WAYNE COUNTY SCHDLS	ROSEWOOD MIDDLE SCHOOL	SHEET NO.
REVISED	NO	GOLDSBORO, N.C.	DWG. 05-RES-TS	OF
01/04/2024	SCALE			1-1

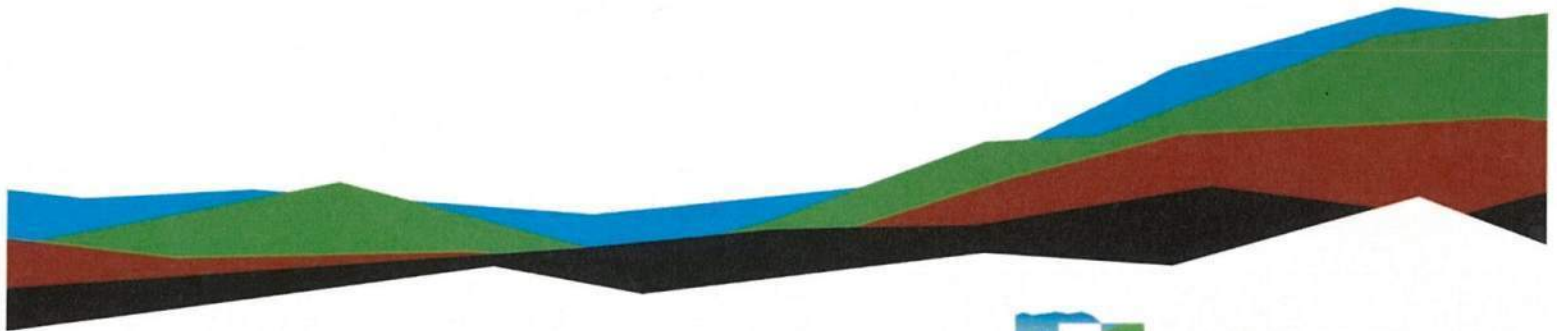
Rosewood Middle School

Geotechnical Engineering Report

May 17, 2024 | Terracon Project No. 72235132

Prepared for:

Wayne County NC Public Schools
PO Box 1797
Goldsboro, North Carolina 27533-
1797



Nationwide
[Terracon.com](https://www.terracon.com)

- Facilities
- Environmental
- Geotechnical
- Materials



314 Beacon Drive
Winterville, NC 28590

P (252) 353-1600

North Carolina Registered Firm: F-0869

Terracon.com

May 17, 2024

Wayne County NC Public Schools
PO Box 1797
Goldsboro, North Carolina 27533-1797

Attn: Tim Harrell, Ed.D. / Asst. Superintendent of Support Services
P: (919) 705-6192
E: timmyharrell@wcps.org

Re: Geotechnical Engineering Report
Rosewood Middle School
541 South NC-581 Highway
Goldsboro, North Carolina
Terracon Project No. 72235132

Dear Dr. Harrell:

We have completed the scope of Geotechnical Engineering services for the above referenced project in general accordance with Terracon Proposal No. P72235132 dated March 12, 2024. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of foundations, floor slabs, and pavements for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

Terracon

Gunnar H. Goslin
Geotechnical Staff Professional



05/17/2024

Andrew J. Gliniak, PE
Project Engineer
Registered NC 042183

Table of Contents

Report Summary	i
Introduction.....	1
Project Description.....	1
Site Conditions	3
Geotechnical Characterization	4
Seismic Site Class.....	5
Liquefaction	6
Geotechnical Overview	7
Earthwork	8
Shallow Foundations	15
Floor Slabs	18
Pavements	20
General Comments	23

Figures

GeoModel

Attachments


Exploration and Testing Procedures

Photography Log

Site Location and Exploration Plans

Exploration and Laboratory Results

Supporting Information

Note: This report was originally delivered in a web-based format. **Blue Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the  Terracon logo will bring you back to this page. For more interactive features, please view your project online at client.terracon.com.

Refer to each individual Attachment for a listing of contents.

Report Summary

Topic ¹	Overview Statement ²
Project Description	Renovations to Rosewood Middle School including demolition and construction of structures, pavements, and utilities. The new structures include classrooms, labs, media, and admin buildings.
Geotechnical Characterization	<p>The exploration encountered existing fill, very loose to medium dense sand and very soft to medium stiff clay.</p> <p>Groundwater is anticipated at depths ranging from 5 feet to 7 feet beneath existing site grades.</p>
Earthwork	<p>Our recommendations include undercutting the entire building footprint a minimum of 2 feet to 5 feet as determined by the Geotechnical Engineer and pavement areas up to 2 feet, maintaining a 2 foot layer of structural fill from on-site expansive soil, vibratory rolling the pavement subgrade and remediation of soils that are not improved during earthwork. The existing fill could remain in-place after the recommended earthwork.</p> <p>Earthwork operations should be performed during the warmer, drier periods of the year (May through October) to avoid problems associated with a wet subgrade.</p> <p>Further details are provided in Earthwork.</p>
Shallow Foundations	<p>With subgrade prepared as noted in Earthwork.</p> <p>Allowable bearing pressure = 2,000 psf</p> <p>Expected settlements: < 1-inch total, < 1/2-inch differential</p>
Pavements	<p>With subgrade prepared as noted in Earthwork.</p> <p>Concrete:</p> <ul style="list-style-type: none"> ■ 5 inches Portland Cement Concrete (PCC) in Light Duty and Medium Duty areas ■ 7 inches PCC over 4 inches ABC in Heavy Duty areas <p>Asphalt:</p> <ul style="list-style-type: none"> ■ 3 inches Asphaltic Concrete (AC) over 6 inches ABC in Light Duty areas ■ 4 inches AC over 8 inches ABC in Medium Duty areas
General Comments	<p>This section contains important information about the limitations of this geotechnical engineering report.</p>

1. If the reader is reviewing this report as a pdf, the topics above can be used to access the appropriate section of the report by simply clicking on the topic itself.
2. This summary is for convenience only. It should be used in conjunction with the entire report for design purposes.

Introduction

This report presents the results of our subsurface exploration and Geotechnical Engineering services performed for the proposed renovations to Rosewood Middle School located at 541 South NC-581 Highway in Goldsboro, North Carolina. The purpose of these services was to provide the following information and recommendations:

- Seismic site class per 2018 North Carolina Building Code
- Liquefaction potential
- Earthwork recommendations including site/subgrade preparation
- Demolition considerations
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of floor slabs
- Recommended pavement materials and soil subgrade design parameters.

The geotechnical engineering Scope of Services for this project included the advancement of cone penetration test (CPT) soundings, soil sampling, laboratory testing, engineering analysis, and preparation of this report.

Drawings showing the site and boring locations are shown on the [Site Location](#) and [Exploration Plan](#), respectively. The results of the laboratory testing performed on soil samples obtained from the site during our field exploration are included in the [Exploration and Laboratory Results](#) section.

Project Description

Our initial understanding of the project was provided in our proposal and was discussed during project planning. A period of collaboration has transpired since the project was initiated, and our final understanding of the project conditions is as follows:

Item	Description
Information Provided	Initial project information was based on your email on December 7, 2023 that included a conceptual design by Davis Kane Architects, PA and CLH Design.
Project Description	Renovations to Rosewood Middle School including demolition and construction of structures, pavements, and utilities.

Item	Description
<p>Proposed Improvements</p>	<p>All buildings are planned for demolition except for the existing gym building, gym lockers building, media building, and 7th to 8th grade classroom building. There is also an approximately 1,000-gallon No. 2 Fuel Oil Underground Storage Tank (UST) that WCPS would like removed prior to the building renovation project</p> <p>The buildings will be replaced with one new building that will include five classrooms for 5th, 7th, and 8th grades; four classrooms for 6th and 8th grades; and eight rooms for other teaching stations. A future expansion area is included for one building to house two classrooms for 6th grade, one classroom for 7th grade, one classroom for 8th grade, and one exploratory lab.</p> <p>New pavements include staff parking & parent drop-off located on the north side of campus and bus drop-off located on the south side of campus. A courtyard area is planned in the central portion of campus of which is generally located between the existing gym and planned media building.</p>
<p>Building Construction</p>	<p>Not provided; we assume the new classroom building will be constructed using steel frame or wood frame construction techniques.</p>
<p>Finished Floor Elevation</p>	<p>Assumed to match existing (within 2 feet of existing grade).</p>
<p>Assumed Maximum Unfactored Service Loads</p>	<p>Anticipated structural loads were not provided. In the absence of information provided by the design team, we have used the following loads in estimating settlement based on our experience with similar projects.</p> <ul style="list-style-type: none"> ■ Columns: 150 kips for high-bay areas (e.g., gymnasium and cafeteria). Less than 50 kips for classrooms. ■ Walls: 3 kips per linear foot (klf) ■ Slabs: 100 pounds per square foot (psf)
<p>Grading</p>	<p>Not provided. Proposed finished grade elevation for the building pad is expected to be within 2 feet of existing grades and pavements within 3 feet of existing grade.</p>
<p>Below-Grade Structures</p>	<p>Basements are not expected to be constructed.</p>
<p>Free-Standing Retaining Walls</p>	<p>Retaining walls are not expected to be constructed as part of site development to achieve final grades.</p>

Item	Description
Pavements	<p>We assume both rigid (concrete) and flexible (asphalt) pavement sections should be considered.</p> <p>Assumed traffic is as follows:</p> <ul style="list-style-type: none"> ■ Autos/light trucks: 500 vehicles per day ■ Light delivery and trash collection vehicles: 10 vehicles per week ■ Buses: 20 vehicles per day ■ Garbage and fire trucks: 2 vehicles per week <p>The pavement design period is 20 years.</p>
Stormwater Management	Stormwater management information has not been proposed/requested at this time.
Building Code	2018 North Carolina

Terracon should be notified if any of the above information is inconsistent with the planned construction, especially the grading limits, as modifications to our recommendations may be necessary.

Site Conditions

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

Item	Description
Parcel Information	<p>The project is located at the existing Rosewood Middle School. The schools address is 541 South NC-581 Highway in Goldsboro, North Carolina.</p> <p>According to information obtained from the Wayne County GIS website, the campus totals 13.15 acres in size.</p> <p>See Site Location</p>
Existing Improvements	Active middle school campus with at least eight buildings, passenger vehicle parking on the southern & eastern sides, and school bus parking to the northwest.
Current Ground Cover	Generally, campus is paved with asphalt on the east, south, and west sides of the existing buildings. The general northern and northeastern portions of campus are grass-covered.

Item	Description
Existing Topography	According to information obtained from the Wayne County GIS website, the ground surface varies within the areas of the proposed improvements between elevations 126 feet to 130 feet MSL.

We also collected photographs at the time of our field exploration program. Representative photos are provided in our [Photography Log](#).

Geotechnical Characterization

Geology

The project site is located in the Coastal Plain Physiographic Province. The Coastal Plain soils consist mainly of marine sediments that were deposited during successive periods of fluctuating sea level and moving shoreline. The soils include sands, silts, and clays with irregular deposits of shells, which are typical of those lain down in a shallow sloping sea bottom. Recent alluvial sands, silts, and clays are typically present near rivers and creeks.

According to USGS Mineral Resources On-Line Spatial Data based on the 1998 digital equivalent of the 1985 Geologic Map of North Carolina, the site is underlain by the Yorktown Formation (Tertiary). This formation consists of fossiliferous clay with varying amounts of fine-grained sand.

Soil Conditions

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, geologic setting and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and evaluation of the site. Conditions observed at each exploration point are indicated on the individual logs. The individual logs can be found in the [Exploration Results](#) and the GeoModel can be found in the [Figures](#) attachment of this report.

As part of our analyses, we identified the following model layers within the subsurface profile. For a more detailed view of the model layer depths at each boring location, refer to the GeoModel. Surficial materials are not included in the GeoModel and CPT model layers do not delineate these materials.

Model Layer	Layer Name	General Description
1	Existing Fill	Sand with variable amounts of gravel
2	Looser/Softer Soil	Very loose to medium dense sand and very soft to medium stiff clay
3	Sand and Clay	Loose to medium dense sand and soft to medium stiff clay

Existing fill sand with variable gravel was noted in the soil samples obtained at test location B-14 to depth of 2 foot. Based on tip resistance more than 40 tsf, the fill appears to have been placed in a controlled manner (compacted), but we have no records on the degree of control.

Surficial material measurements at test locations generally encountered either of the following:

- Approximately 2 inches to 12 inches of topsoil.
- Approximately 3 inches to 4 inches of asphalt underlain by 2 inches to 3 inches of base course were noted during the exploration.

Groundwater Conditions

Based on measured water levels 5 feet to 7 feet below existing grades at the test locations, CPT data, and the moisture condition of the soil samples, groundwater is anticipated a depth of approximately 5 feet beneath existing site grades. Mapping by the Natural Resources Conservation Service (NRCS) indicates a seasonal high groundwater level within 0 feet to 4 feet of the ground surface.

Groundwater conditions may be different at the time of construction. Groundwater conditions may change because of seasonal variations in rainfall, runoff, and other conditions not apparent at the time of exploration. Long-term groundwater monitoring was outside the scope of services for this project.

Seismic Site Class

The seismic design requirements for buildings and other structures are based on Seismic Design Category. Site Classification is required to determine the Seismic Design Category for a structure. The Site Classification is based on the upper 100 feet of the site profile defined by a weighted average value of either shear wave velocity, standard penetration resistance, or undrained shear strength in accordance the 2018 North Carolina Building Code, the 2015 International Building Code, and Section 20.3 of ASCE 7-10. Based on the soil properties observed at the site and as described on the

exploration logs and results, and the measured shear wave velocities, our professional opinion is for that a **Seismic Site Classification of D** be considered for the project. Subsurface explorations at this site were extended to a maximum depth of 20 feet. The site properties below the maximum exploration depth to 100 feet were estimated based on our experience and knowledge of geologic conditions of the general area. Additional deeper borings or geophysical testing may be performed to confirm the conditions below the current depth of exploration.

Liquefaction

Liquefaction occurs when a rapid buildup in pore water pressure, caused by seismic ground motion, pushes granular soil particles apart, resulting in a loss of strength and later densification as the pore water pressure dissipates. This loss of strength can cause bearing capacity failure while the densification of liquefied layers after the earthquake can cause excessive settlement of the ground surface and structures.

The liquefaction potential of a site depends on the design earthquake's peak ground acceleration, which depends on the design earthquake's magnitude and the distance from the site to the design seismic event. The liquefaction potential also depends on the presence of granular soils below the water table, the relative densities of the granular soils, the percent fines of the soils, and the geologic ages of the soil deposits. The amount of ground surface settlement is dependent on the initial relative densities of the soils which liquefy due to the earthquake.

We performed a seismic liquefaction triggering evaluation using the method presented by Youd et. al. (2001)¹ Idriss and Boulanger (2008)² Boulanger and Idriss (2014)³ based on the design earthquake (M=7.3). We estimate a peak ground acceleration of 0.077g for this site using ASCE 7-22 for the design earthquake. The design earthquake has a 2 percent probability of exceedance in a 50-year period. This is equivalent to an earthquake that has the likelihood of occurring once every 2,475 years. Using the 2018 North Carolina Building Code (which is based on the 2015 International Building Code) and ASCE 7-10, the design seismic event has a peak ground acceleration (pga) of

¹Youd, T.L. et. al. (2001), "Liquefaction Resistance of Soils: Summary Report From the 1996 NCEER and 1998 NCEER/NSF Workshops on Evaluation of Liquefaction Resistance of Soils", *J. Geotech. Geoenviron. Eng.*, 127(10), 817-833.

²Idriss, I.M. and Boulanger, R.W. (2008), *Soil Liquefaction During Earthquakes*, EERI Publication No. MNO-12, Oakland, CA.

³Boulanger, R.W. and Idriss, I.M. (2014), *CPT and SPT Based Liquefaction Triggering Procedures*, Report No. UCD/CGM-14/01, Center for Geotechnical Modeling, Department of Civil and Environmental Engineering, University of California, Davis, CA.

0.074g at this site. Based on the results of our analyses, we conclude that the site has a negligible liquefaction potential for the design earthquake, and no further consideration of liquefaction is necessary for the design of the project.

Geotechnical Overview

The test locations encountered existing fill and relatively loose and soft soil in the upper 5 feet of the soil profile. We recommend undercutting the building area a minimum of 2 feet to 5 feet for construction and foundation support. Undercut on the order of 2 feet should be anticipated for construction in pavement areas. In addition, a 2-foot layer of structural fill should be maintained within 2 feet of design soil subgrade due to expansive soil on-site, such as encountered at test location B-09.

The existing fill encountered in the soil samples from the test locations appears suitable for foundation, floor slab, and pavement support after the recommended **Earthwork**. However, there is an inherent risk for the owner that compressible fill or unsuitable material within or buried by the fill. This risk of unforeseen conditions cannot be eliminated without completely removing the existing fill but can be reduced by following the recommendations contained in this report.

The near surface silts and clays are **moisture-sensitive soils** and could become unstable with typical earthwork and construction traffic, especially after precipitation events. Effective drainage should be completed early in the construction sequence and maintained after construction to avoid potential issues. If possible, the grading should be performed during the warmer and drier times of the year. If grading is performed during the winter months, an increased risk for possible undercutting and replacement of unstable subgrade will persist. Laboratory testing of near-surface soils samples revealed natural moisture content that is expected to be higher than the soil Plastic Limit, which suggests instability of the subgrade soils should be anticipated. For this reason, low ground pressure/tracked equipment should be anticipated for site preparation.

On-site sand generally has a high moisture content and should not be considered suitable to be used as **structural fill** materials. However, if properly moisture conditioned, on-site sand could be used as **structural fill** provided it meets the limitations regarding deleterious materials, fines content, plasticity, and maximum particle size given in **Earthwork**.

Based on the conditions encountered and estimated load-settlement relationships, the proposed buildings should be supported on a **shallow foundation system** following the recommended overexcavation of the building footprints and backfilling with compacted structural fill.

A rigid or flexible pavement system is suitable for this site. The **Pavements** section addresses the design of pavement systems supported on the densified existing soils or structural fill.

The recommendations contained in this report are based upon the results of field and laboratory testing (presented in the **Exploration Results**), engineering analyses, and our current understanding of the proposed project. The **General Comments** section provides an understanding of the report limitations.

Earthwork

The following sections provide recommendations for use in the preparation of site drawings and specifications for this project. Recommendations include critical quality criteria, as necessary, to render the site in the state considered in our geotechnical engineering evaluation for the project.

Expansive Soils

The on-site high plasticity Fat Clays (CH) encountered at location B-09 are potentially expansive soils, exhibiting the potential to swell with increased water content and shrink upon drying. Construction of the project by revising site drainage, in addition to future weather conditions, create the potential for gradual changes in water contents within the expansive soils. Increases in water content could cause the expansive soils to swell and drying of the expansive soils could cause them to shrink, resulting in damage to the foundations, floor slabs, hardscaping, and pavements. To reduce the shrink/swell potential to less than about 1 inch, the upper 2 feet of subgrade soils below the foundations and the base course layers under floor slabs and pavements should consist of low-plasticity soil.

Demolition

The proposed construction areas include existing site features which will need to be demolished, such as buildings, sidewalks, pavements, underground utilities, and/or stormwater pipes and structures. We recommend the existing site features be removed from within the proposed construction areas.

Utility abandonment

Special precautions should be made to remove existing underground utilities in proposed construction areas. Terracon considers removing the existing utilities and/or underground structures and backfilling the resulting trenches to be the preferred method of demolition. In-place abandonment by filling utility or stormwater pipes with grout

should only be considered in the building footprint after checking the location of the piping in both plan and elevation space for potential conflict with the proposed foundations and new utilities. Care should be given to locating and addressing these items during the site preparation phase of the project. If overlooked, they could be detrimental to the long-term performance of the project.

Site Preparation

Vegetation and topsoil should be removed completely from the proposed construction areas. Existing aggregate base course can remain in-place if it withstands proofrolling. The Geotechnical Engineer should field verify the stripping depth during construction. Stripped materials consisting of soil with organic material should be removed from the site or placed in non-structural areas to be landscaped. Roots from the excavated rootmat zone material can be removed by raking or screening if the material is to be re-used as topsoil in areas to be landscaped. Stumps should be removed, and the hole somewhat enlarged for backfill with compacted fill.

Subgrade Preparation

Building Area

In order to use shallow foundations for support of the buildings, we recommend that the entire footprint be undercut to a depth of 5 feet below the design slab subgrade elevation as determined by the Geotechnical Engineer. The resulting excavations should be backfilled with compacted structural fill.

Pavement Area

After stripping and removing topsoil and once any areas of cut have been excavated to proposed subgrade elevation, the exposed subgrade soils in the building and pavement footprints should be densified in place using a medium weight vibratory roller. The purpose of the vibratory rolling is to densify the exposed subgrade soils for floor slab and pavement support and to potentially improve the foundation bearing soils. Static rolling should be completed within 30 feet of existing structures to reduce the risk of damage caused by vibrations. The roller should make at least six passes across the site, with the second set of three passes perpendicular to the first set of three passes with intermittent vibration activated. If water is brought to the surface by the vibratory rolling, the operation should be discontinued until the water subsides. Vibratory rolling should be completed during dry weather. Static rolling and additional repairs should be anticipated for areas too wet for vibratory rolling.

After the vibratory rolling, pore pressures should be allowed to dissipate for a minimum of 16 hours. After the waiting period, proofrolling should be performed on the exposed

subgrade soils in areas to receive fill or at the subgrade elevation with an empty tandem-axle dump truck (15 to 20 ton total vehicle weight) or similar rubber-tired construction equipment. Proofrolling prior to slab or pavement construction after placing fill to design grades should be completed with a loaded, tandem-axle dump truck (15 to 20 ton total vehicle weight) or similar rubber-tired construction equipment. Proofrolling is recommended as a means of detecting areas of soft or unstable subgrade soils. The proofrolling should be performed during a period of dry weather to avoid degrading an otherwise suitable subgrade. The proofrolling operations should be observed by a representative of the geotechnical engineer. Subgrade soils that exhibit excessive rutting or deflection during proofrolling should be repaired as directed by the field representative. Typical repairs include overexcavation followed by replacement with either properly compacted fill or by a subgrade stabilization fabric in conjunction with a sand fill or crushed stone.

If subgrade soils are unsuitable, they will require removal and replacement; however, if they are unstable due to excessive moisture, the most economical solution for remediation may be to scarify, dry and recompact the material. This remediation is most effective during the typically hotter months of the year (May to October). If construction is performed during the cooler period of the year, the timeline for scarifying, drying, and recompacting typically increases considerably and may lead to alternative remediation solutions. These solutions can include overexcavation of some or all of the unstable material to be backfilled with either approved structural fill or geotextile and ABC Stone. Potential undercutting can be reduced if the site preparation work is performed during a period of dry weather and if construction traffic is kept to a minimum on prepared subgrades. We recommend that the contractor submit a unit rate cost for undercutting as part of the bidding process.

Existing Fill

As noted in **Geotechnical Characterization**, existing fill soils were encountered at the test locations. Generally, floor slabs, foundations, and pavements could be supported on or above the existing fill soils that have been densified in place and withstand proofrolling. However, there is inherent risk for the owner that compressible fill or unsuitable material, within or buried by the fill, will not be discovered. This risk of unforeseen conditions cannot be eliminated without completely removing the existing fill but can be reduced by following the recommendations contained in this report.

If the owner elects to construct the footings, floor slabs, and pavements on the existing fill, the following protocol should be followed. Once areas of cut are excavated to proposed subgrade elevation and after vibratory densification, the entire area should be proof-rolled with heavy, rubber tire construction equipment, to aid in delineating areas of soft, or otherwise unsuitable soil. The bottom of footings should be checked with hand augers and Dynamic Cone Penetrometer (DCP) testing that extend through the existing fill material. Once any areas of unsuitable materials have been remediated, and the

subgrade has passed the proof-roll/DCP testing, the existing soils that were removed can be evaluated for reuse as structural fill.

Excavation

We anticipate that excavations for the proposed construction can be accomplished with conventional earthmoving equipment. The bottom of excavations should be thoroughly cleaned of loose soils and disturbed materials prior to backfill placement and/or continued construction.

Excavation Safety

As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, and in accordance with any applicable local and/or state regulations.

Excavations or other activities resulting in ground disturbance have the potential to affect structures, pavements, and utilities. Our scope of services does not include review of available final grading information or consider potential temporary grading performed by the contractor for potential effects such as ground movement beyond the project limits. A preconstruction/ precondition survey should be conducted to document nearby property/infrastructure prior to any site development activity. Excavation or ground disturbance activities should be monitored or instrumented for potential ground movements that could negatively affect nearby structures, pavements, and utilities.

Excavation should not be conducted below a downward 1:1 projection from existing foundations without engineering review of shoring requirements and geotechnical observation during construction.

Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety or the contractor's activities; such responsibility shall neither be implied nor inferred.

Construction Dewatering

We anticipate that temporary construction excavations for this project will encounter groundwater during seasonal high water table conditions. The contractor should design, furnish, install, test, operate, monitor, and maintain a dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of groundwater and permit excavation and construction to proceed on dry, stable subgrades. The contractor should accomplish dewatering without damaging any

existing buildings, structures, and site improvements adjacent to and near the excavations. Excavations should be dewatered until properly backfilled.

Environmental Considerations

Any contaminated soil or contaminated groundwater encountered during construction should be handled and/or disposed of as recommended by the environmental consultant. Temporary stockpiling and testing of excavated soil may be necessary to determine contaminant type, concentrations, and disposal options. Temporary containerization and testing of groundwater may be necessary to determine the contaminant types, concentrations, and disposal/treatment options.

Fill Material Types

Fill (engineered fill) required to achieve design grade should be classified as structural fill and general fill. Structural fill is material used below, or within 5 feet of structures and pavements. General fill is material used to achieve grade outside of these areas. Earthen materials used for structural fill should meet the following material property requirements:

Soil Type ¹	USCS Classification	Acceptable Location for Placement
Imported Soil	SC, SM, SP ²	All locations and elevations
On-Site Soils	SC, SM	All locations and elevations

1. Structural fill should consist of approved materials free of organic matter and debris. Frozen materials should not be used, and fill should not be placed on frozen subgrade. A sample of each material type should be submitted to the Geotechnical Engineer for evaluation prior to use on this site.
2. Sand with less than 12 % fines (silt and clay) should not be used without adequate drainage installed as it may create perched water tables below the foundations, slabs, or pavements.

Fine-grained soils such as clays and silts should not be reused as structural fill due to their moisture sensitivity when compared to the sandier soils available. Reuse of SC material could lead to delays in construction depending on moisture conditions at the site at that time.

Fill Placement and Compaction Requirements

Structural and general fill should meet the following compaction requirements.

Item	Structural Fill	General Fill
Maximum Lift Thickness	9 inches or less in loose thickness when heavy, self-propelled compaction equipment is used 4 to 6 inches in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is used	Same as structural fill
Minimum Compaction Requirements ^{1,2,3}	95% of maximum 98% of maximum within 1 foot of pavement subgrade	92% of max.
Water Content Range ^{1, 3}	Within 2 percent of optimum moisture content	As required to achieve min. compaction requirements

1. Fill should be tested for moisture content and compaction during placement. If in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the tests should be reworked and retested as required until the specified moisture and compaction requirements are achieved.
2. It is not necessary to achieve 95% compaction on the existing ground prior to placing fill or beginning construction. However, the subgrade should be evaluated by the Geotechnical Engineer prior to placing fill or beginning construction.
3. Maximum density and optimum water content as determined by the standard Proctor test (ASTM D 698).
4. If the granular material is a coarse sand or gravel, or of a uniform size, or has a low fines content, compaction comparison to relative density may be more appropriate. In this case, granular materials should be compacted to at least 70% relative density (ASTM D 4253 and D 4254). Materials not amenable to density testing should be placed and compacted to a stable condition observed by the Geotechnical Engineer or representative.

Where fill is placed on existing slopes steeper than 5H:1V, benches should be cut into the existing slopes prior to fill placement. The benches should have a minimum vertical face height of 1 foot and a maximum vertical face height of 3 feet and should be cut wide enough to accommodate the compaction equipment. This benching will help provide

a positive bond between the fill and natural soils and reduce the possibility of failure along the fill/existing soil interface.

Grading and Drainage

All grades must provide effective drainage away from the buildings during and after construction and should be maintained throughout the life of the structures. Water retained next to the buildings can result in soil movements greater than those discussed in this report. Greater movements can result in unacceptable differential floor slab and/or foundation movements, cracked slabs and walls, and roof leaks. The roof should have gutters/drains with downspouts that discharge onto splash blocks at a distance of at least 5 feet from the buildings.

Exposed ground should be sloped and maintained at a minimum 5% away from the buildings for at least 5 feet beyond the perimeter of the building. Locally, flatter grades may be necessary to transition ADA access requirements for flatwork. After building construction and landscaping have been completed, final grades should be verified to document effective drainage has been achieved. Grades around the structures should also be periodically inspected and adjusted, as necessary, as part of the structure's maintenance program. Where paving or flatwork abuts the structure, a maintenance program should be established to effectively seal and maintain joints and prevent surface water infiltration.

Subgrade Protection and Repair

Earthwork operations should be performed during the warmer, drier periods of the year (May through October) to avoid problems associated with a wet subgrade.

Upon completion of filling and grading, care should be taken to maintain the subgrade water content prior to construction of grade-supported improvements such as floor slabs and pavements. Construction traffic over the completed subgrades should be avoided. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. Water collecting over or adjacent to construction areas should be removed. If the subgrade freezes, desiccates, saturates, or is disturbed, the affected material should be removed, or the materials should be scarified, moisture conditioned, and recompacted prior to floor slab and pavement construction.

Construction Observation and Testing

Terracon should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation, proofrolling, placement and compaction of engineered fill, backfilling of excavations, and just prior to construction of building floor slabs and pavements.

The earthwork efforts should be observed by the Geotechnical Engineer (or others under their direction). Observation should include documentation of adequate removal of surficial materials (vegetation, topsoil, and pavements), evaluation and remediation of existing fill materials, as well as proofrolling and mitigation of unsuitable areas delineated by the proofroll.

Each lift of compacted fill should be tested, evaluated, and reworked, as necessary, as recommended by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill should be tested for density and water content at a frequency of at least one test for every 2,500 square feet of compacted fill in the building areas and 5,000 square feet in pavement areas. Where not specified by local ordinance, one density and water content test should be performed for every 50 linear feet of compacted utility trench backfill and a minimum of one test performed for every 12 vertical inches of compacted backfill.

In areas of foundation excavations, the bearing subgrade should be evaluated by the Geotechnical Engineer. The bottom of footings should be checked with hand augers and Dynamic Cone Penetrometer (DCP) testing. If unanticipated conditions are observed, the Geotechnical Engineer should prescribe mitigation options.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project provides the continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including assessing variations and associated design changes.

Shallow Foundations

The proposed additions can be supported by shallow foundations. If the site has been prepared in accordance with the requirements noted in [Earthwork](#), the following design parameters are applicable for shallow foundations.

Design Parameters – Compressive and Lateral Loads

Item	Description
Maximum Net Allowable Bearing Pressure ^{1, 2}	2,000 psf
Required Bearing Stratum ³	Undisturbed low-plasticity (PI<30) existing soil or structural fill.
Minimum Foundation Dimensions	Per 2018 North Carolina Building Code

Item	Description
Ultimate Passive Resistance⁴ (Equivalent fluid pressure)	250 pcf
Sliding Resistance⁵	0.30 ultimate coefficient of friction
Minimum Embedment below Finished Grade⁶	12 inches
Estimated Total Settlement from Structural Loads²	Less than about 1 inch under sustained gravity loads
Estimated Differential Settlement^{2, 7}	Less than about 0.5 inches under sustained gravity loads

1. The maximum net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. The allowable bearing pressure can be increased by 1/3 for use with the alternative load combinations given in Section 1605.3.2 of the 2018 North Carolina Building Code. Please note, however, that additional foundation settlement will occur under these load combinations. The project structural engineer should select the appropriate footing width to maintain a bearing pressure not exceeding those recommended in this table, and to maintain an appropriate clear distance between footings to prevent overlap of soil stress distributions. Values assume that exterior grades are no steeper than 20% within 10 feet of structure.
2. Values provided are for maximum unfactored service loads noted in **Project Description**. Additional geotechnical consultation will be necessary if higher loads are anticipated.
3. Unsuitable or soft/loose soils should be overexcavated and replaced per the recommendations presented in **Earthwork**.
4. Use of passive earth pressures require the sides of the excavation for the spread footing foundation to be nearly vertical and the concrete placed neat against these vertical faces or that the footing forms be removed and compacted structural fill be placed against the vertical footing face. Assumes no hydrostatic pressure. Horizontal movement of the foundation must occur to mobilize full passive resistance values. Apply a factor of safety of at least 2.0 to this value when designing for lateral force resistance.
5. Can be used to compute sliding resistance where foundations are placed on suitable soil/materials. Frictional resistance is dependent on the bearing pressure which may vary due to load combinations. Horizontal movement of the foundation must occur to mobilize the frictional resistance.
6. Embedment necessary to minimize the effects of frost and/or seasonal water content variations. Finished grade is the lowest adjacent grade for perimeter footings and final building pad grade for interior footings. For sloping ground, maintain depth below the lowest adjacent exterior grade within 5 horizontal feet of the structure.
7. Differential settlements are noted for equivalent-loaded foundations and bearing elevation as measured over a span of 50 feet.

Foundation Construction Considerations

As noted in **Earthwork**, the footing excavations should be evaluated under the observation of the Geotechnical Engineer. This is an essential part of the construction process. The Geotechnical Engineer should use a combination of hand auger borings and dynamic cone penetrometer (DCP) testing to determine the suitability of the bearing materials for the design bearing pressure. DCP testing should be performed to a depth of 3 to 5 feet below the bottom of foundation excavation and through any existing fill soils. Excessively soft, loose, or wet bearing soils should be over excavated to a depth recommended by the geotechnical engineer. The excavated soils should be replaced with structural fill or washed, crushed stone (NCDOT No. 57) wrapped in a geotextile fabric (Mirafi 140 N or equivalent). The need for the geotextile fabric with the crushed stone should be determined by the Geotechnical Engineer during construction based on sloughing/caving soils and excavation observations. However, footings could bear directly on the soils after over excavation if approved by the Geotechnical Engineer.

The base of all foundation excavations should be free of water and loose soil prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Should the soils at bearing level become excessively disturbed or saturated, the affected soil should be removed prior to placing concrete.

Floor Slabs

Design parameters for floor slabs assume the requirements for **Earthwork** have been followed. Specific attention should be given to positive drainage away from the structure and positive drainage of the base course beneath the floor slab.

Floor Slab Design Parameters

Item	Description
Floor Slab Support¹	Suitable existing soils or new structural fill compacted in accordance with Earthwork section of this report.
Estimated Modulus of Subgrade Reaction²	50 pounds per square inch per inch (psi/in) for point loads
Aggregate base course/capillary break³	Minimum 4 inches of free-draining granular material (less than 5% passing the U.S. No. 200 sieve) such as NCDOT No. 57 stone.

Design Parameters – Overturning

Shallow foundations subjected to overturning loads should be proportioned such that the resultant eccentricity is maintained in the center-third of the foundation (e.g., $e < b/6$, where b is the foundation width). This requirement is intended to keep the entire foundation area in compression during the extreme lateral/overturning load event. Foundation oversizing may be required to satisfy this condition.

Uplift resistance of spread footings can be developed from the effective weight of the footing and the overlying soils with consideration to the IBC basic load combinations.

Item	Description
Soil Moist Unit Weight	115 pcf
Soil Effective Unit Weight¹	50 pcf
Soil weight included in uplift resistance	Soil included within the prism extending up from the top perimeter of the footing at an angle of 30 degrees from vertical to ground surface

1. Effective (or buoyant) unit weight should be used for soil above the foundation level and below a water level. The high groundwater level should be used in uplift design as applicable.

Construction Adjacent to Existing Building

Differential settlement between the additions and the existing building is expected to approach the magnitude of the total settlement of the addition. Expansion joints should be provided between the existing building and the proposed addition to accommodate differential movements between the two structures. Underground piping between the two structures should be designed with flexible couplings and utility knockouts in foundation walls should be oversized so minor deflections in alignment do not result in breakage or distress. Care should be taken during excavation adjacent to existing foundations to avoid disturbing existing foundation bearing soils.

New footings should bear at or near the bearing elevation of immediately adjacent existing foundations. Depending upon their locations and current loads on the existing footings, footings for the new addition could cause settlement of adjacent walls. To reduce this concern and risk, clear distances at least equal to the new footing widths should be maintained between the addition's footings and footings supporting the existing building.

Item	Description
1.	Floor slabs should be structurally independent of building footings or walls to reduce the possibility of floor slab cracking caused by differential movements between the slab and foundation.
2.	Modulus of subgrade reaction is an estimated value based upon our experience with the subgrade condition, the requirements noted in Earthwork , and the floor slab support as noted in this table. It is provided for point loads. For large area loads the modulus of subgrade reaction would be lower.
3.	Other design considerations such as cold temperatures and condensation development could warrant more extensive design provisions.

The use of a vapor retarder should be considered beneath concrete slabs on grade covered with wood, tile, carpet, or other moisture sensitive or impervious coverings, when the project includes humidity-controlled areas, or when the slab will support equipment sensitive to moisture. When conditions warrant the use of a vapor retarder, the slab designer should refer to ACI 302 and/or ACI 360 for procedures and cautions regarding the use and placement of a vapor retarder.

Saw-cut contraction joints should be placed in the slab to help control the location and extent of cracking. For additional recommendations, refer to the ACI Design Manual. Joints or cracks should be sealed with a waterproof, non-extruding compressible compound specifically recommended for concrete floor slabs and wet environments.

Where floor slabs are tied to perimeter walls or turn-down slabs to meet structural or other construction objectives, our experience indicates differential movement between the walls and slabs will likely be observed in adjacent slab expansion joints or floor slab cracks beyond the length of the structural dowels. The Structural Engineer should account for potential differential settlement through use of sufficient control joints, appropriate reinforcing or other means.

Settlement of floor slabs supported on existing fill materials cannot be accurately predicted but could be larger than normal and result in some cracking. Mitigation measures, as noted in **Existing Fill** within **Earthwork**, are critical to the performance of floor slabs. In addition to the mitigation measures, the floor slab can be stiffened by adding steel reinforcement, grade beams, and/or post-tensioned elements.

Floor Slab Construction Considerations

On most project sites, the site grading is generally accomplished early in the construction phase. However, as construction proceeds, the subgrade may be disturbed due to utility excavations, construction traffic, desiccation, rainfall, etc. As a result, the floor slab subgrade may not be suitable for placement of base stone and concrete and corrective action will be required to repair the damaged areas.

Finished subgrade, within and for at least 10 feet beyond the floor slab, should be protected from traffic, rutting, or other disturbance and maintained in a relatively moist condition until floor slabs are constructed. If the subgrade should become damaged or desiccated prior to construction of floor slabs, the affected material should be removed, and structural fill should be added to replace the resulting excavation. Final conditioning of the finished subgrade should be performed immediately prior to placement of the floor slab support course.

The Geotechnical Engineer should observe the condition of the floor slab subgrades immediately prior to placement of the floor slab support course, reinforcing steel, and concrete. Attention should be paid to high traffic areas that were rutted and disturbed earlier, and to areas where backfilled trenches are located.

Pavements

General Pavement Comments

Pavement designs are provided for the traffic conditions and pavement life conditions as noted in **Project Description** and in the following sections of this report. A critical aspect of pavement performance is site preparation. Pavement designs noted in this section must be applied to the site which has been prepared as recommended in the **Earthwork** section.

Pavement Design Parameters

A California Bearing Ratio (CBR) of 3 was selected for design based upon our experience with similar near surface subgrade soils and our understanding of the quality of the subgrade as prescribed by the **Site Preparation** conditions as outlined in **Earthwork**. A minimum pavement section thickness was also included in the design for future maintenance.

Pavement Section Thicknesses

The following table provides our opinion of minimum thickness for AC sections:

Asphaltic Concrete Design

Layer	Thickness (inches)		
	NCDOT Grading ¹	Automobile Areas (Light Duty)	Main Drives and Truck Access Areas (Medium Duty)
AC Surface	S-9.5B	3 ²	1.5
AC Intermediate	I-19.0C	--	2.5
Aggregate Base	ABC	6	8

1. All materials should meet the current North Carolina Department of Transportation Standard Specifications
2. Placed in two equal lifts.
3. See [Project Description](#) for more specifics regarding traffic assumptions.

The following table provides our estimated minimum thickness of PCC pavements.

Portland Cement Concrete Design

Layer	Specification ¹	Thickness (inches)		
		Automobile Areas (Light Duty)	Main Drives and Truck Access Areas (Medium Duty)	Heavy Duty ²
PCC	4,000 psi		5	7
Aggregate Base	ABC ³		4	4

1. All materials should meet the current North Carolina Department of Transportation (NCDOT) Standard Specifications.
2. In areas of anticipated heavy traffic, fire trucks, delivery trucks, or concentrated loads (e.g. dumpster pads), and areas with repeated turning or maneuvering of heavy vehicles.
3. Crushed Aggregate Base Course is recommended for construction purposes. Concrete could be placed directly on an approved subgrade. However, stormwater can quickly degrade exposed subgrades without the crushed aggregate base course leading to additional subgrade repair.
4. See [Project Description](#) for more specifics regarding traffic assumptions.

For subgrade instability that could develop due to the weather, we recommend that contingencies be placed in the budget for stabilization of the subgrade in planned pavement areas using a geosynthetic fabric or geogrid and additional ABC stone. The geosynthetic or geogrid could be left off corridors/easements for deeper utility lines for ease of construction.

Areas for parking of heavy vehicles, concentrated turn areas, and start/stop maneuvers could require thicker pavement sections. Edge restraints (i.e. concrete curbs or aggregate shoulders) should be planned along curves and areas of maneuvering vehicles.

Proper joint spacing will also be required to prevent excessive slab curling and shrinkage cracking. Joints should be sealed to prevent entry of foreign material and doweled where necessary for load transfer. PCC pavement details for joint spacing, joint reinforcement, and joint sealing should be prepared in accordance with ACI 330 and ACI 325.

Where practical, we recommend early-entry cutting of crack-control joints in PCC pavements. Cutting of the concrete in its "green" state typically reduces the potential for micro-cracking of the pavements prior to the crack control joints being formed, compared to cutting the joints after the concrete has fully set. Micro-cracking of pavements may lead to crack formation in locations other than the sawed joints, and/or reduction of fatigue life of the pavement.

Openings in pavements, such as decorative landscaped areas, are sources for water infiltration into surrounding pavement systems. Water can collect in the islands and migrate into the surrounding subgrade soils thereby degrading support of the pavement. Islands with raised concrete curbs, irrigated foliage, and low permeability near-surface soils are particular areas of concern. The civil design for the pavements with these conditions should include features to restrict or collect and discharge excess water from the islands. Examples of features are edge drains connected to the stormwater collection system, longitudinal subdrains, or other suitable outlets and impermeable barriers preventing lateral migration of water such as a cutoff wall installed to a depth below the pavement structure.

The placement of a partial pavement thickness for use during construction is not suggested without a detailed pavement analysis incorporating construction traffic. If the actual traffic varies from the assumptions outlined in [Project Description](#) we should be contacted to update our recommendations as necessary.

Pavement Maintenance

The pavement sections represent minimum recommended thicknesses and, as such, periodic upkeep should be anticipated. Preventive maintenance should be planned and provided for through an on-going pavement management program. Maintenance

activities are intended to slow the rate of pavement deterioration and to preserve the pavement investment. Pavement care consists of both localized (e.g., crack and joint sealing and patching) and global maintenance (e.g., surface sealing). Additional engineering consultation is recommended to determine the type and extent of a cost-effective program. Even with periodic maintenance, some movements and related cracking may still occur, and repairs may be required.

Pavement performance is affected by its surroundings. In addition to providing preventive maintenance, the civil engineer should consider the following recommendations in the design and layout of pavements:

- Final grade adjacent to paved areas should slope down from the edges at a minimum 2%.
- Subgrade and pavement surfaces should have a minimum 2% slope to promote proper surface drainage.
- Install pavement drainage systems surrounding areas anticipated for frequent wetting.
- Install joint sealant and seal cracks immediately.
- Seal all landscaped areas in or adjacent to pavements to reduce moisture migration to subgrade soils.
- Place compacted backfill against the exterior side of curb and gutter.
- Place curb, gutter and/or sidewalk directly on compacted subgrade soils rather than on unbound granular base course materials

General Comments

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

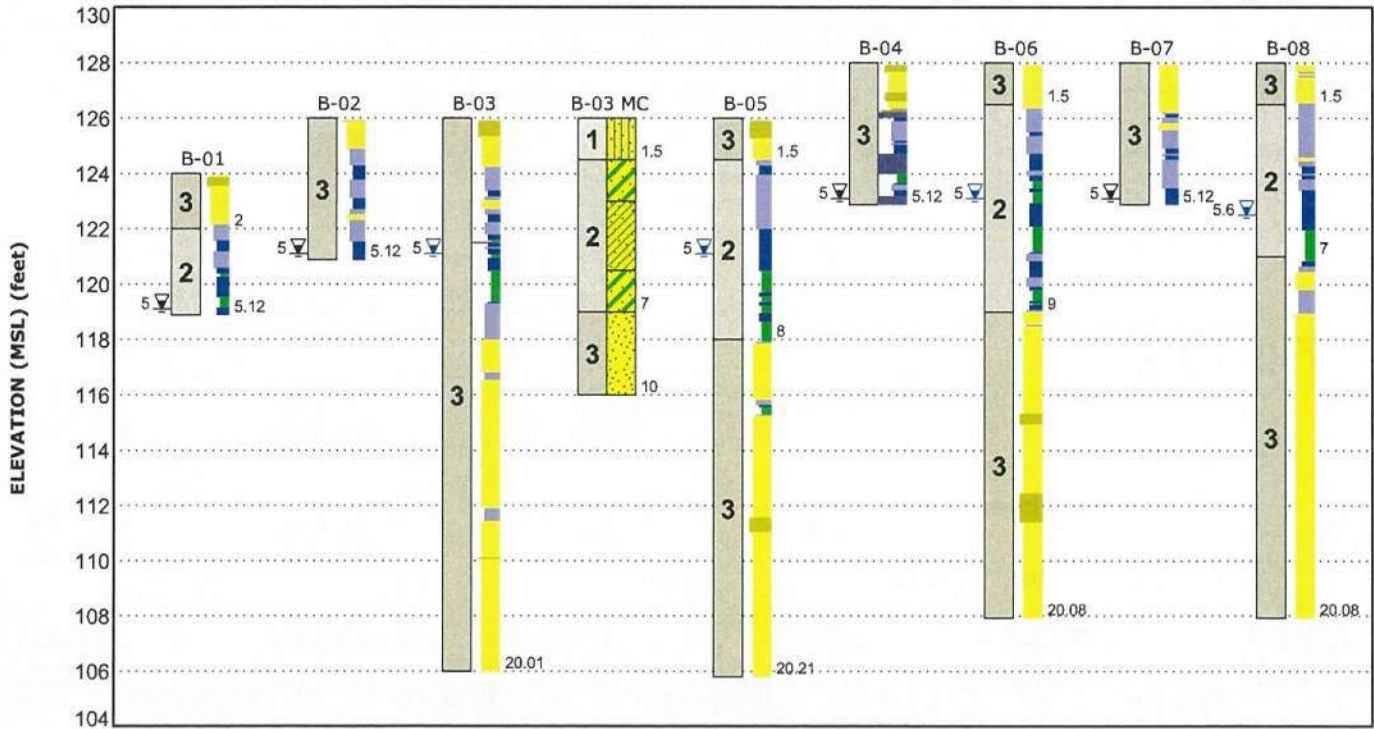
Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly affect excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety and cost estimating including excavation support and dewatering requirements/design are the responsibility of others. Construction and site development have the potential to affect adjacent properties. Such impacts can include damages due to vibration, modification of groundwater/surface water flow during construction, foundation movement due to undermining or subsidence from excavation, as well as noise or air quality concerns. Evaluation of these items on nearby properties are commonly associated with contractor means and methods and are not addressed in this report. The owner and contractor should consider a preconstruction/precondition survey of surrounding development. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

Figures

Contents:

GeoModel (2 pages)

GeoModel



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description	Legend	
1	Existing Fill	Sand with variable amounts of gravel	Silty Sand	Clayey Sand
2	Looser/Softer Soil	Very loose to medium dense sand and very soft to medium stiff clay	Sandy Lean Clay	Poorly-graded Sand
3	Sand and Clay	Loose to medium dense sand and soft to medium stiff clay		

Soil Behavior Type (SBT)

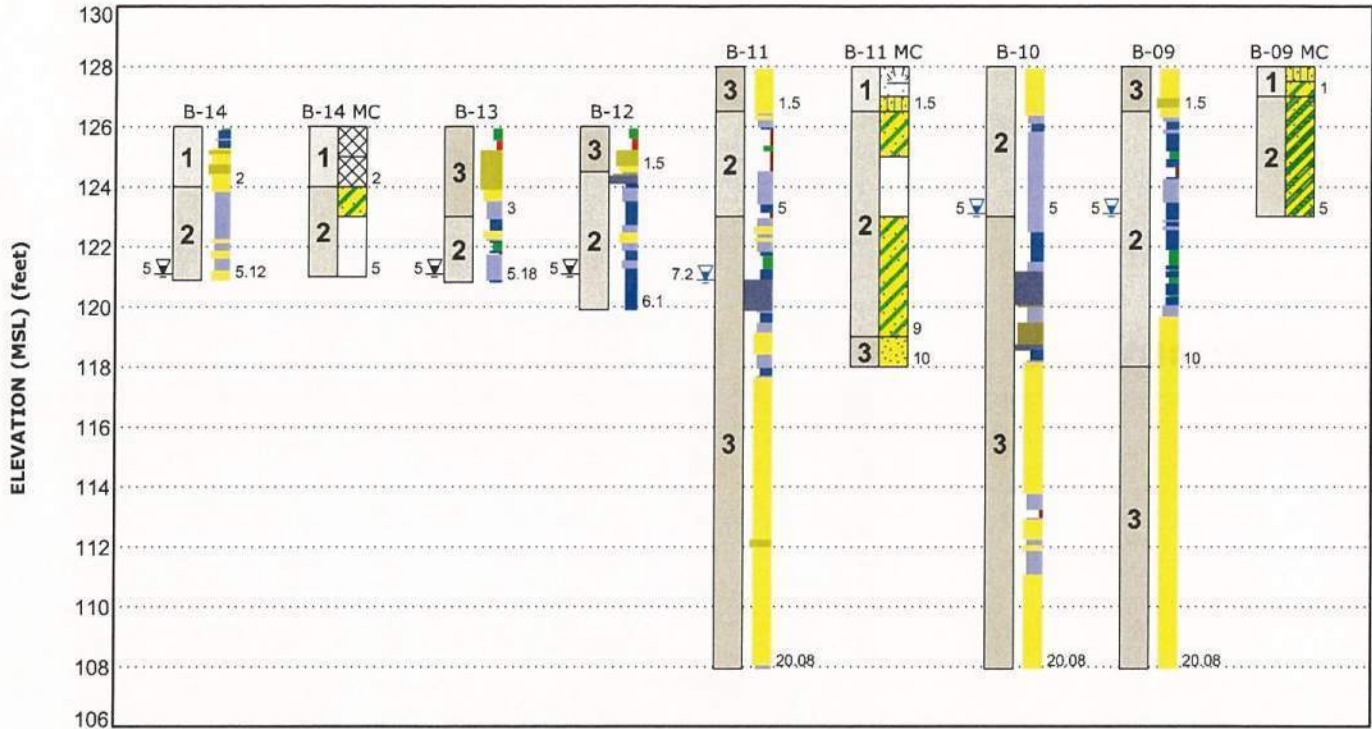
7 Gravelly sand to dense sand	8 Very stiff sand to clayey sand	3 Clay - silty clay to clay
1 Sensitive, fine grained	2 Organic soils - clay	6 Sands - clean sand to silty sand
4 Silt mixtures - clayey silt to silty clay	5 Sand mixtures - silty sand to sandy silt	9 Very stiff fine grained

- CPT Assumed Water Depth
- CPT Water Depth

NOTES:

Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project. Numbers adjacent to soil column indicate depth below ground surface.

GeoModel



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description	Legend	
1	Existing Fill	Sand with variable amounts of gravel	Silty Sand	Clayey Sand
2	Looser/Softer Soil	Very loose to medium dense sand and very soft to medium stiff clay	Sandy Fat Clay	Topsoil
3	Sand and Clay	Loose to medium dense sand and soft to medium stiff clay	Poorly-graded Sand	Fill

Soil Behavior Type (SBT)

- | | | |
|---|--|------------------------------------|
| 7 Gravelly sand to dense sand | 8 Very stiff sand to clayey sand | 3 Clay - silty clay to clay |
| 1 Sensitive, fine grained | 2 Organic soils - clay | 6 Sands - clean sand to silty sand |
| 4 Silt mixtures - clayey silt to silty clay | 5 Sand mixtures - silty sand to sandy silt | 9 Very stiff fine grained |

- CPT Assumed Water Depth
- CPT Water Depth

NOTES:

Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project. Numbers adjacent to soil column indicate depth below ground surface.



Attachments

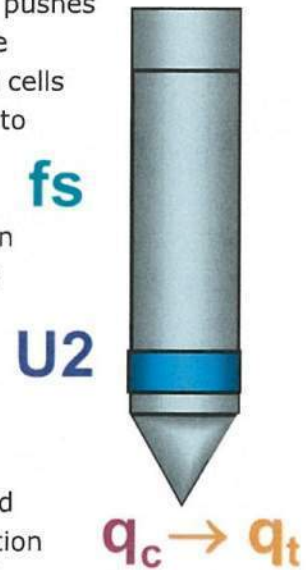
Exploration and Testing Procedures

Field Exploration

CPT Soundings	Approximate CPT Sounding Depths (feet)	Location
B-06, B-08, B-09, B-10, B-11	20	New classroom, labs, media, and admin building
B-03, B-05	20	Future expansion
B-01, B-02, B-04, B-07	5	Staff parking, parent drop-off, and service area pavements
B-12, B-13, B-14	5 to 6	Bus drop-off pavements

CPT Sounding Layout and Elevations: Terracon personnel provided the CPT sounding layout using handheld GPS equipment (estimated horizontal accuracy of about ±10 feet) and referencing existing site features. Approximate ground surface elevations were obtained by interpolation from the Wayne County NC GIS website.

Cone Penetration Testing (CPT) Procedures: The CPT hydraulically pushes an instrumented cone through the soil while nearly continuous readings are recorded to a portable computer. The cone is equipped with electronic load cells to measure tip resistance and sleeve resistance and a pressure transducer to measure the generated ambient pore pressure. The face of the cone has an apex angle of 60° and an area of 10 cm². Digital data representing the tip resistance, friction resistance, pore water pressure, and probe inclination angle are recorded about every 2 centimeters while advancing through the ground at a rate between 1½ and 2½ centimeters per second. These measurements are correlated to various soil properties used for geotechnical design. No soil samples are gathered through this subsurface investigation technique.



CPT testing is conducted in general accordance with ASTM D5778 "Standard Test Method for Performing Electronic Friction Cone and Piezocone Penetration Testing of Soils." Upon completion, the data collected was downloaded and processed by geotechnical staff.

The SCPT is a modification of the CPT which is used to determine shear wave velocity with depth. This additional information is collected via an accelerometer placed above the instrumented cone. A shear wave is generated at the ground surface, such as a hammer striking a steel plate on the end, which propagates through the soil and is recorded by the accelerometer at selected intervals (typically 1 meter). From this data, the interval shear wave

velocities of the soil are calculated. These interval velocities can be used to develop the shear wave velocity profile for the site and can be used to determine a seismic site classification. Shear wave velocities were measured in CPT Sounding B-05.

Macro-Core soil samples were obtained using the CPT rig in the upper 5 feet to 10 feet at B-03, B-09, B-11, and B-14. The samples were taken to our soil laboratory for testing and were classified by geotechnical staff.

Laboratory Testing

Geotechnical staff reviewed the field data and assigned laboratory tests. The laboratory testing program included the following types of tests:

- Moisture Content
- Atterberg Limits
- Grain Size Analysis

The laboratory testing program often included examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we described and classified the soil samples in accordance with the Unified Soil Classification System.

Photography Log



Location B-01 viewing east on April 4, 2024



Location B-03 viewing northeast on April 4, 2024



Location B-04 viewing southeast on April 4, 2024



Location B-08 viewing southeast on April 4, 2024



Location B-09 viewing northwest on April 4, 2024



Location B-11 viewing southwest on April 4, 2024

Geotechnical Engineering Report

Rosewood Middle School | Goldsboro, North Carolina
May 17, 2024 | Terracon Project No. 72235132



Location B-12 viewing northeast on April 4, 2024



Location B-13 viewing southeast on April 4, 2024

Site Location and Exploration Plans

Contents:

Site Location Plan
Exploration Plan (2 pages)

Note: All attachments are one page unless noted above.

Site Location

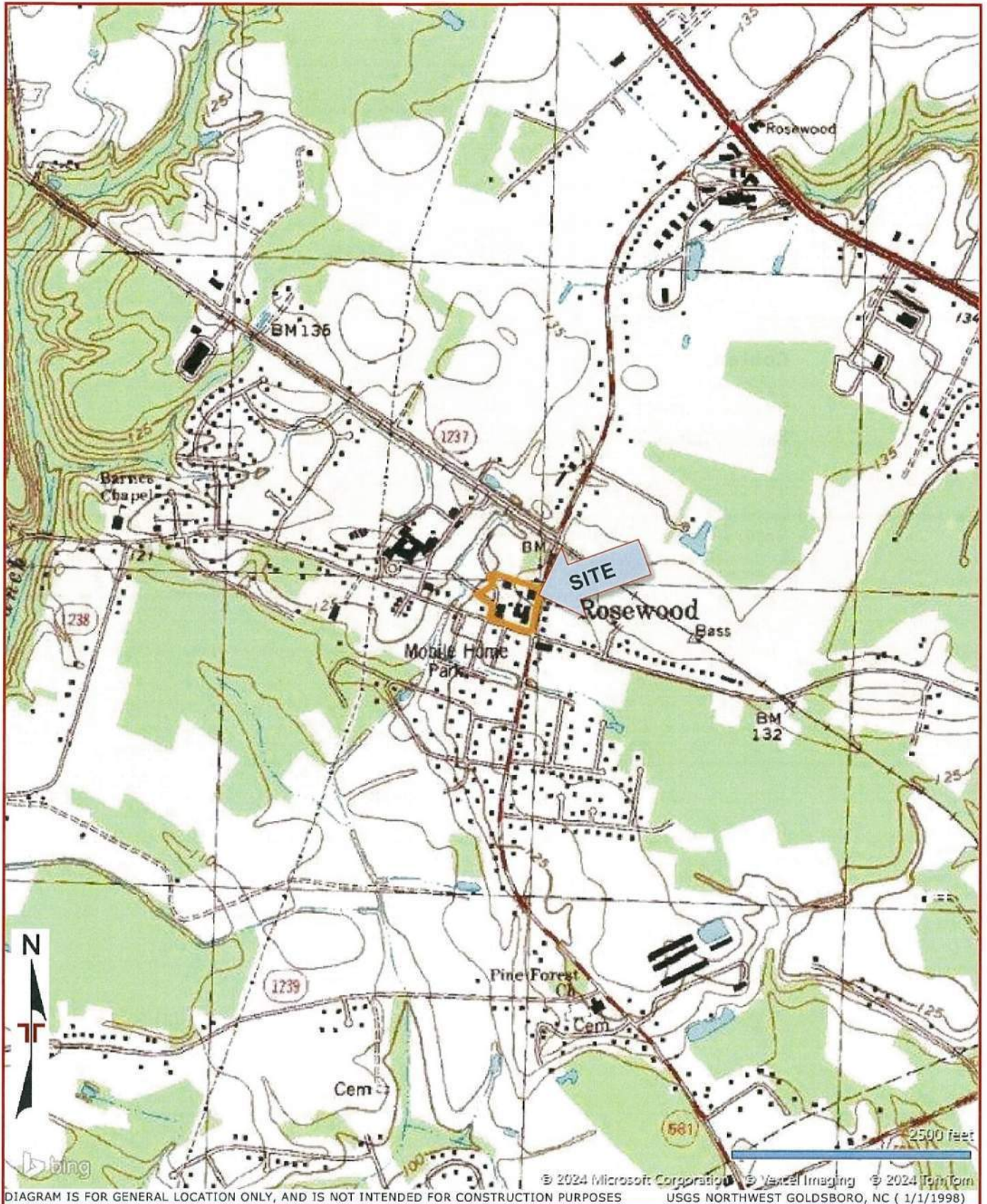
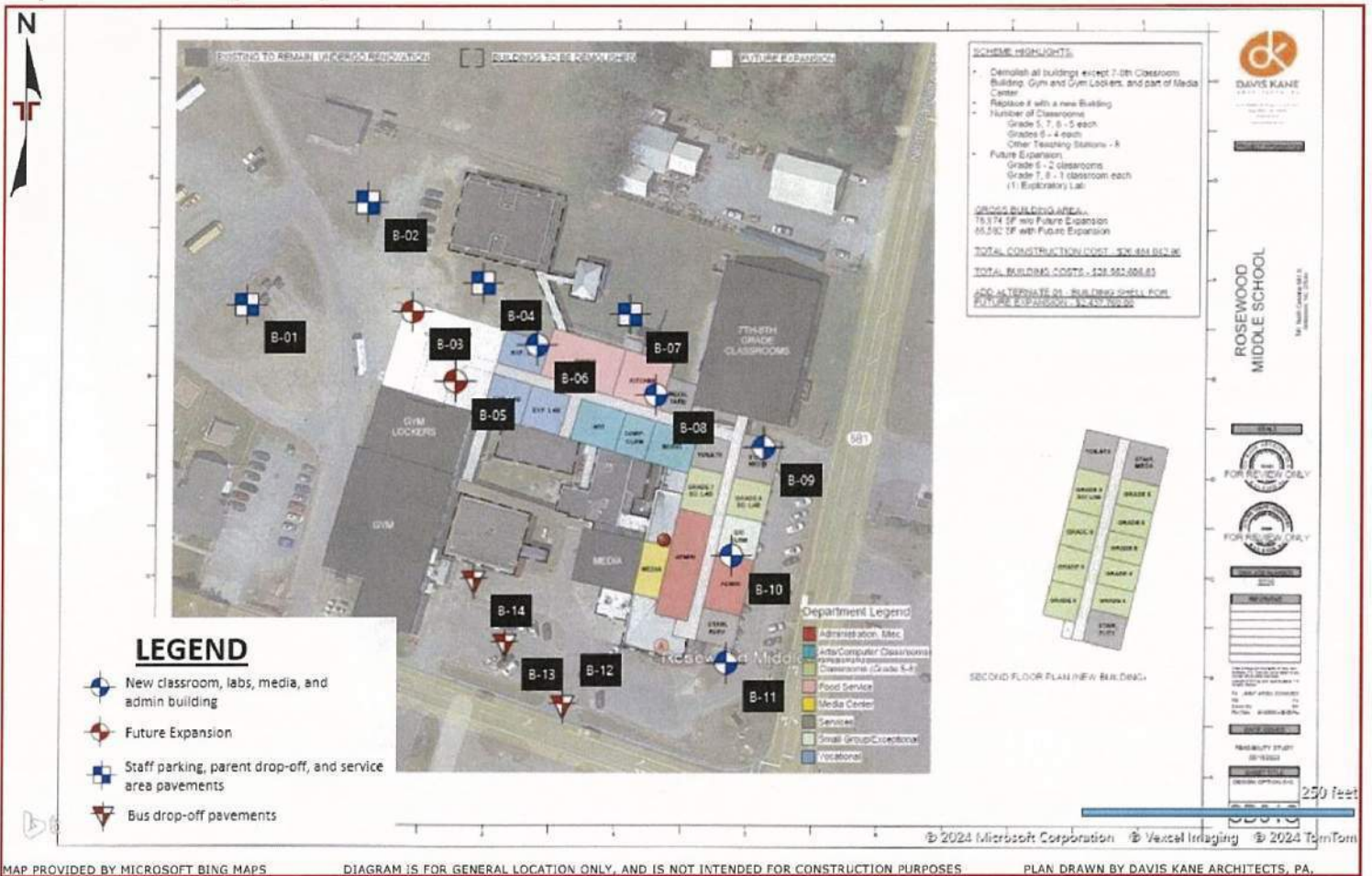
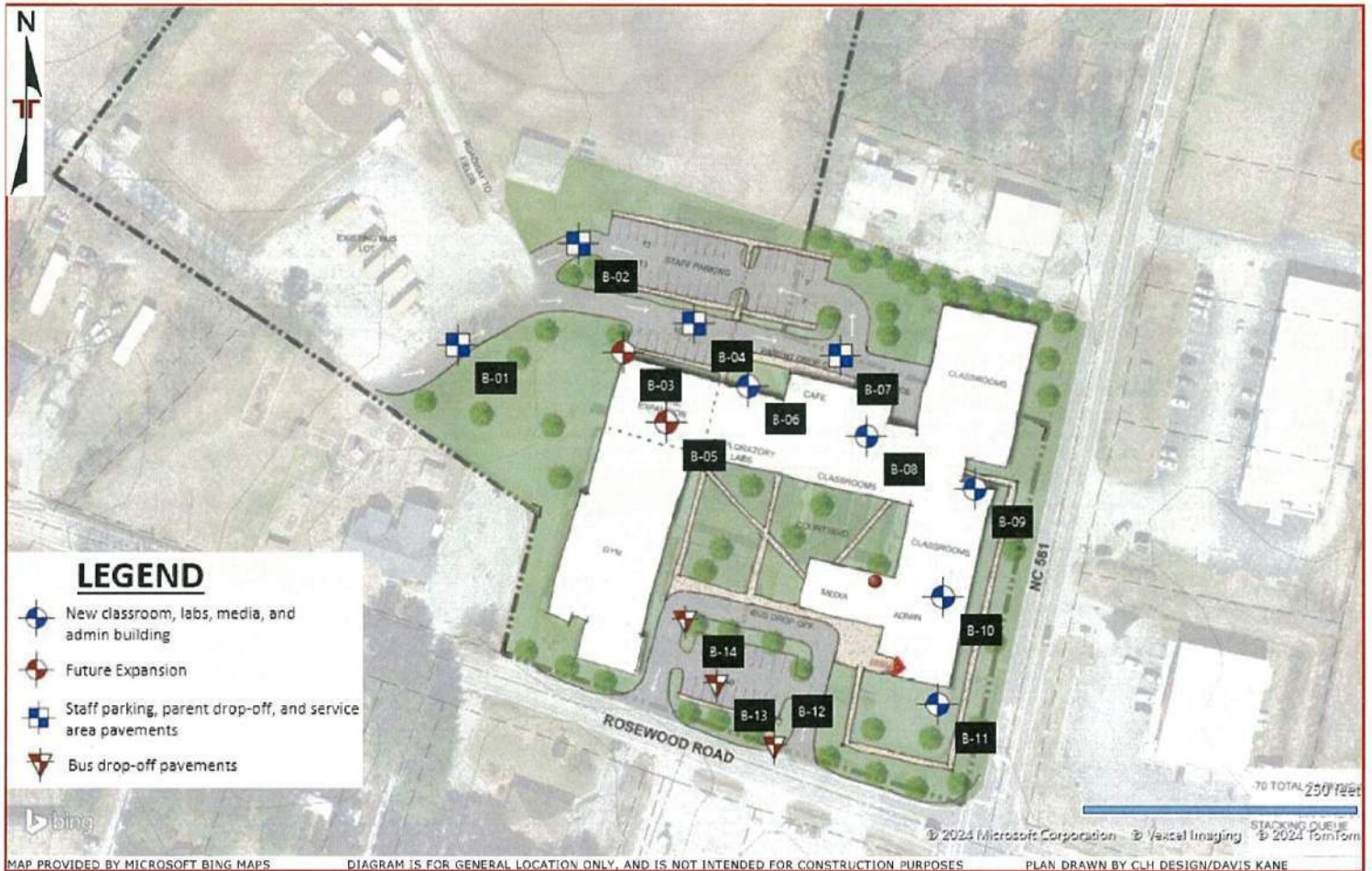


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Exploration Plan (1 of 2)



Exploration Plan (2 of 2)



Exploration and Laboratory Results

Contents:

CPT Logs (B-01 through B-14)

Macro-Core Logs (B-03 MC, B-09 MC, B-14 MC, and B-11 MC)

Atterberg Limits

Grain Size Distribution

Note: All attachments are one page unless noted above.

Rosewood Middle School
 541 South NC-581 Highway | Goldsboro, NC
 Terracon Project No. 72235132

CPT Sounding ID B-01

Latitude: 35.4146° Longitude: -78.0725°

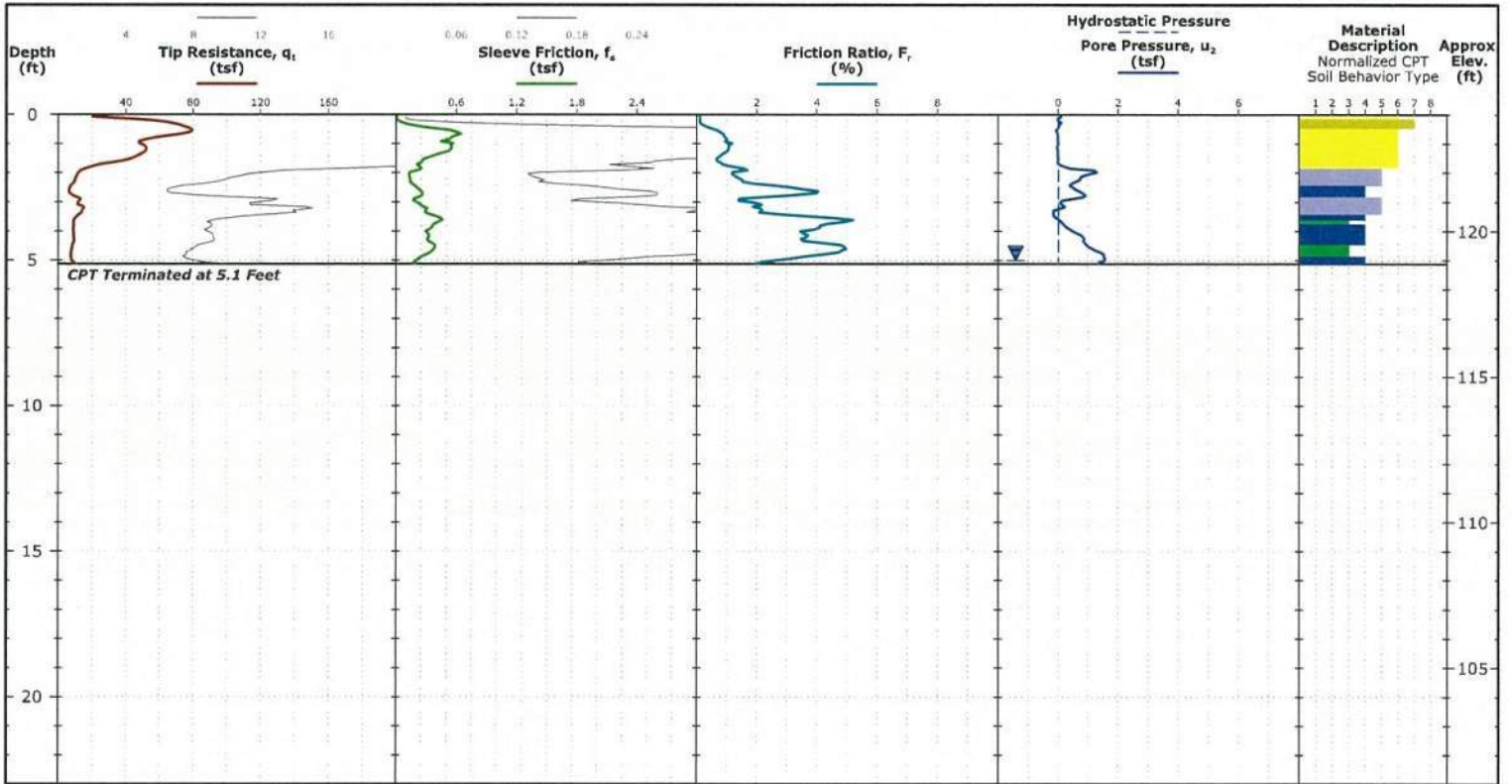


314 Beacon Dr
 Winterville, NC

CPT Started: 4/5/2024
 CPT Completed: 4/5/2024

Elevation: 124 (ft) +/-

Elevation Reference: Elevations obtained from Wayne County NC GIS Website.



See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data, if any.
 See [Supporting Information](#) for explanation of symbols and abbreviations.

Notes

Test Location: See [Exploration Plan](#)

CPT Equipment

CPT Rig: Geoprobe
 Operator: Bridger Drilling - Radu
 Auger anchors used as reaction force
 CPT sensor calibration reports available upon request
 Probe No. 5143 with net area ratio of 0.84
 U₂ pore pressure transducer location
 Manufactured by Geotech A.B. - Calibrated 2/1/2019
 Tip and sleeve areas of 10 cm² and 150 cm²
 Ring friction reducer with O.D. of 1.875 in

Water Level Observation

▼ 5 ft estimated water depth
 (used in normalizations and correlations)

Normalized Soil Behavior Type (Robertson 1990)

- 1 Sensitive, fine grained
- 2 Organic soils - clay
- 3 Clay - silty clay to clay
- 4 Silt mixtures - clayey silt to silty clay
- 5 Sand mixtures - silty sand to sandy silt
- 6 Sands - clean sand to silty sand
- 7 Gravely sand to dense sand
- 8 Very stiff sand to clayey sand
- 9 Very stiff fine grained

CPT Sounding ID B-02

Latitude: 35.4149° Longitude: -78.0721°

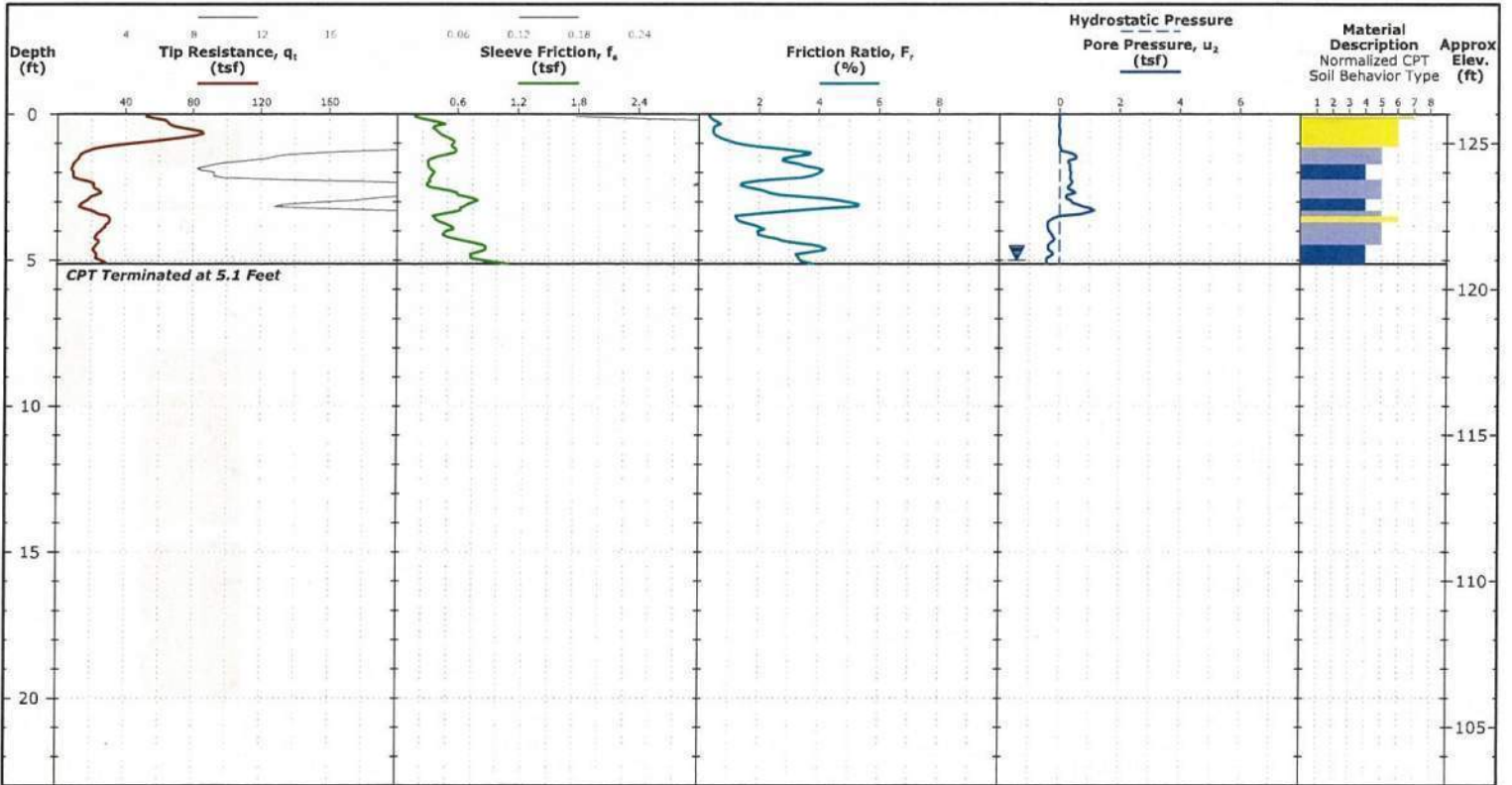


314 Beacon Dr
 Winterville, NC

CPT Started: 4/5/2024
 CPT Completed: 4/5/2024

Elevation: 126 (ft) +/-

Elevation Reference: Elevations obtained from Wayne County NC GIS Website.



See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data, if any.
 See [Supporting Information](#) for explanation of symbols and abbreviations.

Notes

Test Location: See [Exploration Plan](#)

CPT Equipment

CPT Rig: Geoprobe
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 Probe No. 5143 with net area ratio of 0.84
 U₂ pore pressure transducer location
 Manufactured by Geotech A.B. - Calibrated 2/1/2019
 Tip and sleeve areas of 10 cm² and 150 cm²
 Ring friction reducer with O.D. of 1.875 in

Water Level Observation

5 ft estimated water depth
 (used in normalizations and correlations)

Normalized Soil Behavior Type (Robertson 1990)

- 1 Sensitive, fine grained
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- 7 Gravelly sand to dense sand
- 8 Very stiff sand to clayey sand
- 9 Very stiff fine grained

Rosewood Middle School
 541 South NC-581 Highway | Goldsboro, NC
 Terracon Project No. 72235132

CPT Sounding ID B-03

Latitude: 35.4146° Longitude: -78.0720°

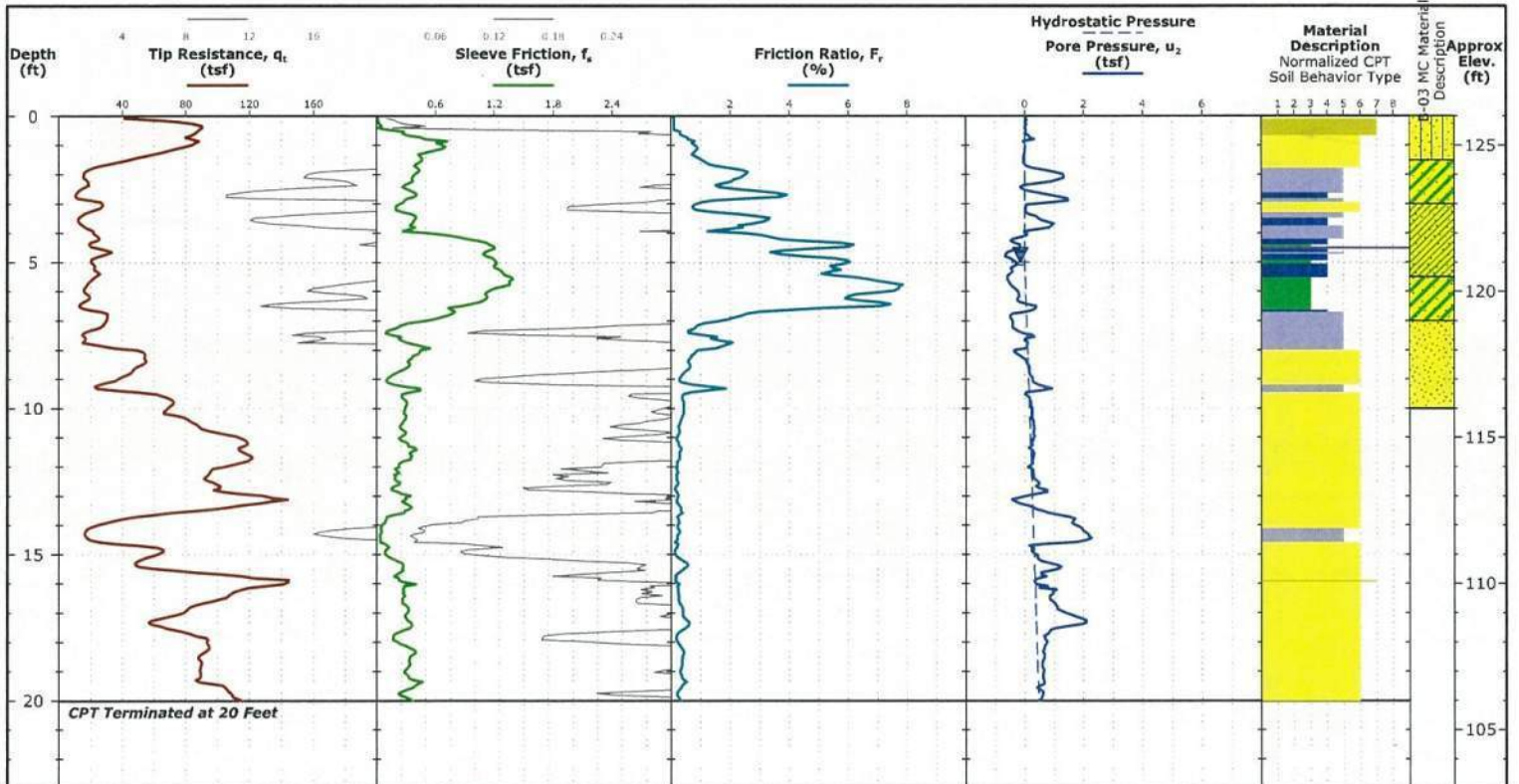


314 Beacon Dr
 Winterville, NC

CPT Started: 4/5/2024
 CPT Completed: 4/5/2024

Elevation: 126 (ft) +/-

Elevation Reference: Elevations obtained from Wayne County NC GIS Website.



See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data, if any.
 See [Supporting Information](#) for explanation of symbols and abbreviations.

Notes

Test Location: See [Exploration Plan](#)
 See B-03 MC for the adjacent test's full details.

CPT Equipment

CPT Rig: Geoprobe
 Operator: Bridger Drilling - Radu
 Auger anchors used as reaction force
 CPT sensor calibration reports available upon request
 Probe No. 5143 with net area ratio of 0.84
 u_2 pore pressure transducer location
 Manufactured by Geotech A.B. - Calibrated 2/1/2019
 Tip and sleeve areas of 10 cm² and 150 cm²
 Ring friction reducer with O.D. of 1.875 in

Water Level Observation

5 ft measured water depth
 (used in normalizations and correlations)

Normalized Soil Behavior Type

- (Robertson 1990)
- 1 Sensitive, fine grained
 - 2 Organic soils - clay
 - 3 Clay - silty clay to clay
 - 4 Silt mixtures - clayey silt to silty clay
 - 5 Sand mixtures - silty sand to sandy silt
 - 6 Sands - clean sand to silty sand
 - 7 Gravelly sand to dense sand
 - 8 Very stiff sand to clayey sand
 - 9 Very stiff fine grained

Rosewood Middle School
 541 South NC-581 Highway | Goldsboro, NC
 Terracon Project No. 72235132

CPT Sounding ID B-04

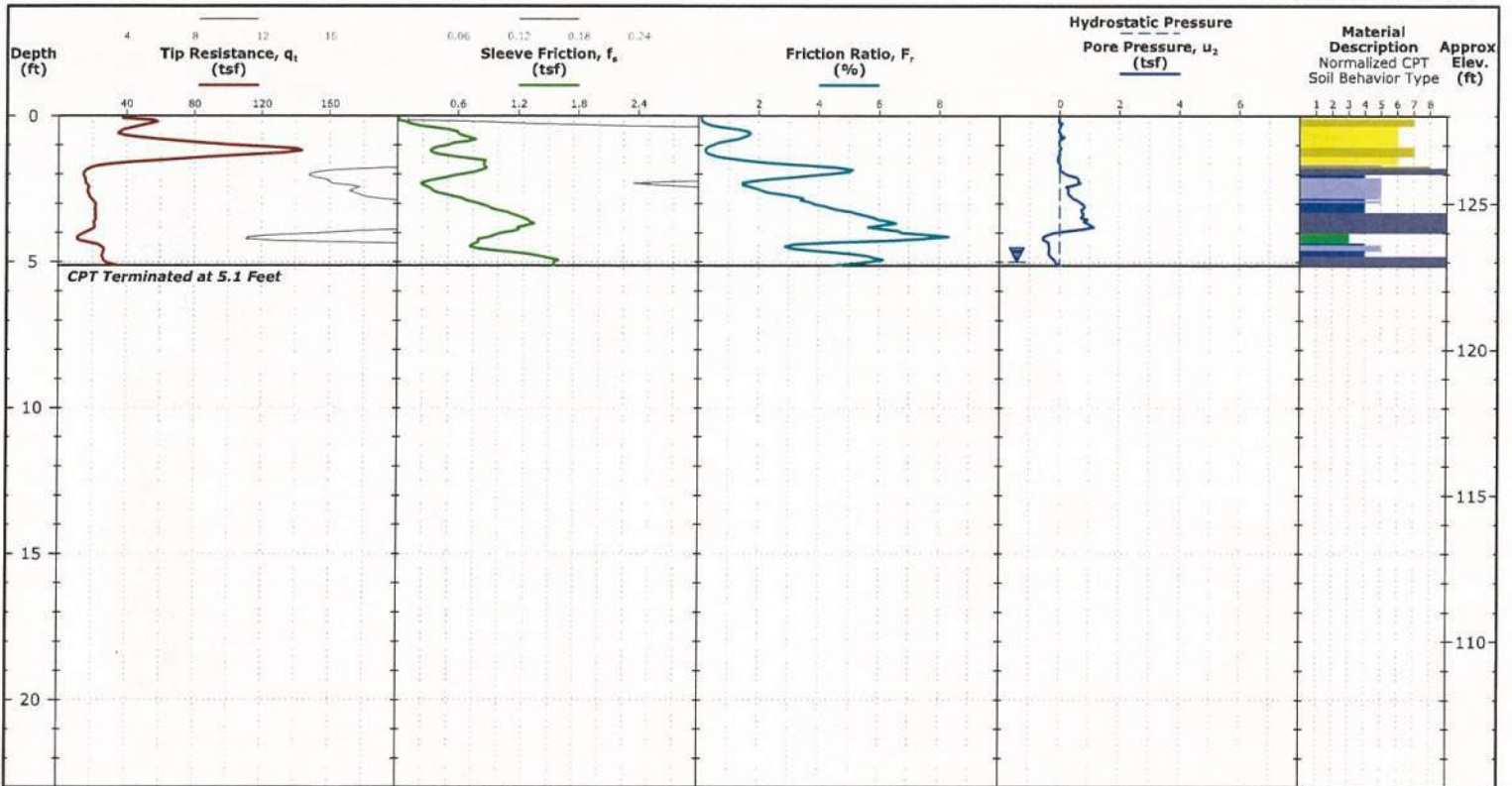
Latitude: 35.4147° Longitude: -78.0717°



314 Beacon Dr
 Winterville, NC

CPT Started: 4/5/2024
 CPT Completed: 4/5/2024

Elevation: 128 (ft) +/-
 Elevation Reference: Elevations obtained from Wayne County NC GIS Website.



See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data, if any.

See Supporting Information for explanation of symbols and abbreviations.

Notes

Test Location: See Exploration Plan

CPT Equipment

CPT Rig: Geoprobe
 Operator: Bridger Drilling - Radu
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 Ring friction reducer with O.D. of 1.875 in

Water Level Observation

5 ft estimated water depth
 (used in normalizations and correlations)

Normalized Soil Behavior Type (Robertson 1990)

- 1 Sensitive, fine grained
- 2 Organic soils - clay
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- 6 Sands - clean sand to silty sand
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Rosewood Middle School
 541 South NC-581 Highway | Goldsboro, NC
 Terracon Project No. 72235132

CPT Sounding ID B-05

Latitude: 35.4144° Longitude: -78.0718°

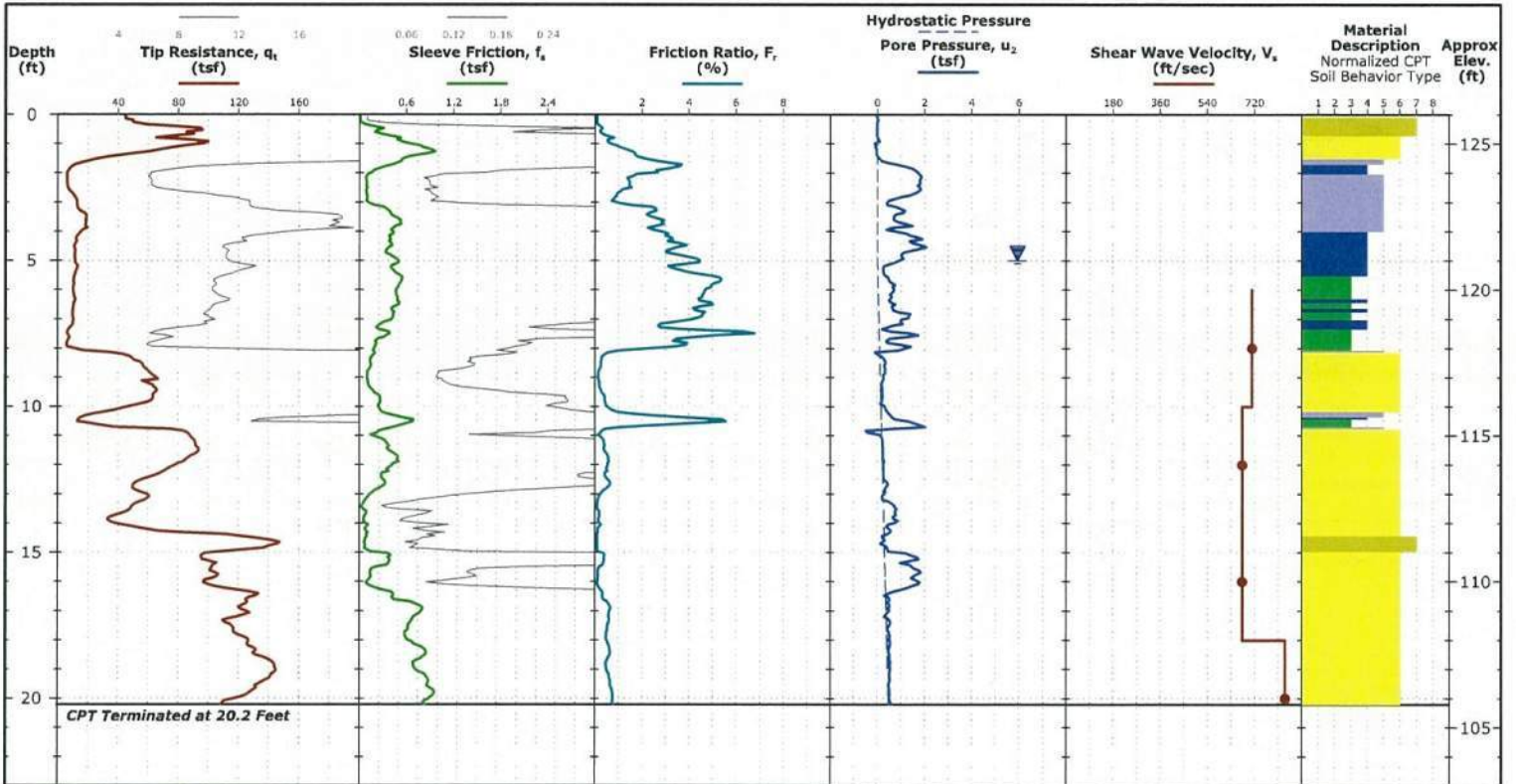


314 Beacon Dr
 Winterville, NC

CPT Started: 4/5/2024
 CPT Completed: 4/5/2024

Elevation: 126 (ft) +/-

Elevation Reference: Elevations obtained from Wayne County NC GIS Website.



See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data, if any.

See Supporting Information for explanation of symbols and abbreviations.

Notes

Test Location: See Exploration Plan

CPT Equipment

CPT Rig: Geoprobe
 Operator: Bridger Drilling - Radu
 Auger anchors used as reaction force
 CPT sensor calibration reports available upon request
 Probe No. 5143 with net area ratio of 0.84
 u_2 pore pressure transducer location
 Manufactured by Geotech A.B. - Calibrated 2/1/2019
 Tip and sleeve areas of 10 cm² and 150 cm²
 Ring friction reducer with O.D. of 1.875 in

Water Level Observation

5 ft measured water depth
 (used in normalizations and correlations)

Normalized Soil Behavior Type (Robertson 1990)

- 1 Sensitive, fine grained
- 2 Organic soils - clay
- 3 Clay - silty clay to clay
- 4 Silt mixtures - clayey silt to silty clay
- 5 Sand mixtures - silty sand to sandy silt
- 6 Sands - clean sand to silty sand
- 7 Gravelly sand to dense sand
- 8 Very stiff sand to clayey sand
- 9 Very stiff fine grained

Rosewood Middle School
 541 South NC-581 Highway | Goldsboro, NC
 Terracon Project No. 72235132

CPT Sounding ID B-06

Latitude: 35.4145° Longitude: -78.0716°

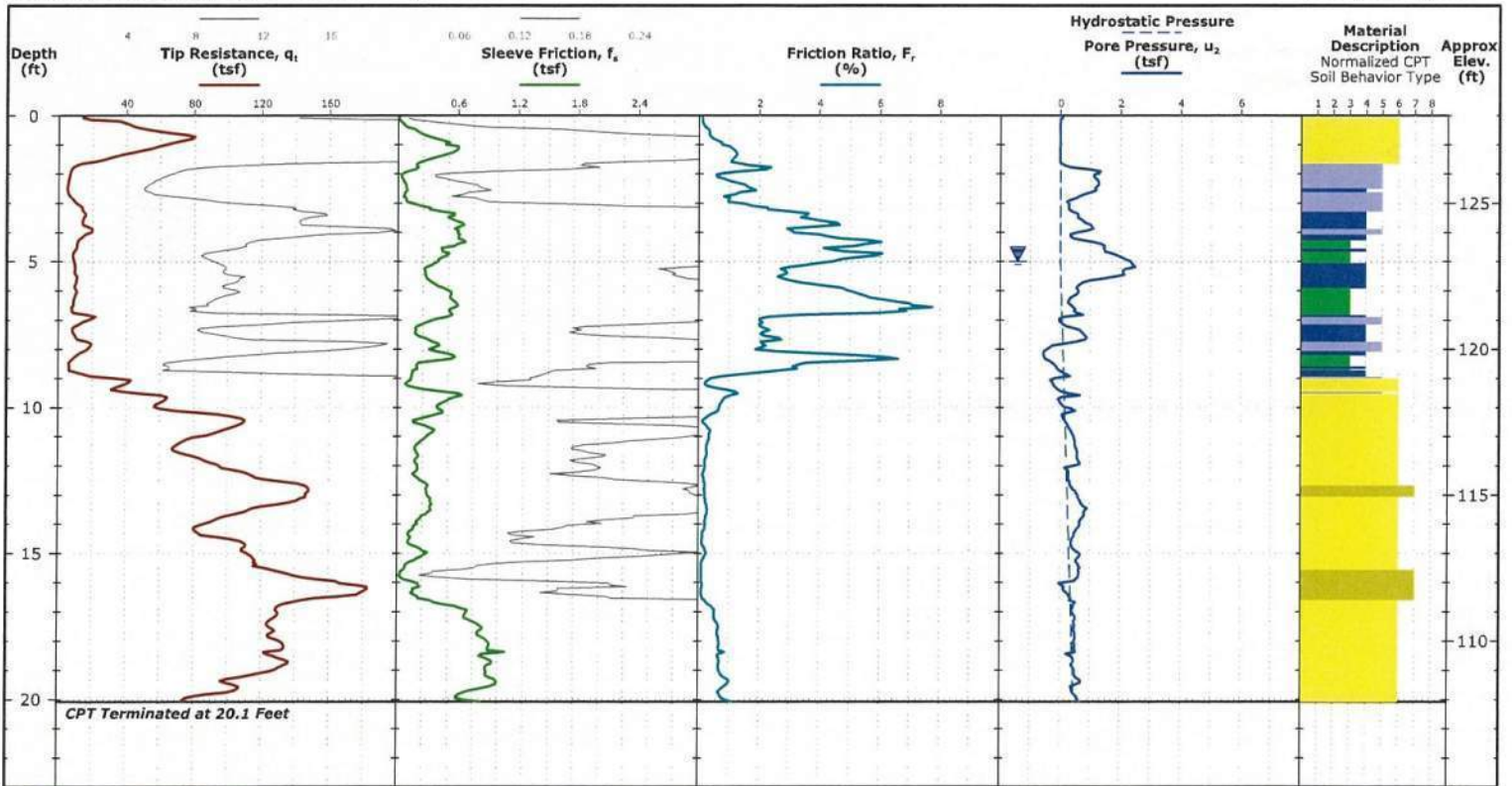


314 Beacon Dr
 Winterville, NC

CPT Started: 4/5/2024
 CPT Completed: 4/5/2024

Elevation: 128 (ft) +/-

Elevation Reference: Elevations obtained from Wayne County NC GIS Website.



See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data, if any.

See Supporting Information for explanation of symbols and abbreviations.

Notes

Test Location: See Exploration Plan

CPT Equipment

CPT Rig: Geoprobe
 Operator: Bridger Drilling - Radu
 Auger anchors used as reaction force
 CPT sensor calibration reports available upon request
 Probe No. 5143 with net area ratio of 0.84
 u_2 pore pressure transducer location
 Manufactured by Geotech A.B. - Calibrated 2/1/2019
 Tip and sleeve areas of 10 cm² and 150 cm²
 Ring friction reducer with O.D. of 1.875 in

Water Level Observation

5 ft measured water depth
 (used in normalizations and correlations)

Normalized Soil Behavior Type (Robertson 1990)

- 1 Sensitive, fine grained
- 2 Organic soils - clay
- 3 Clay - silty clay to clay
- 4 Silt mixtures - clayey silt to silty clay
- 5 Sand mixtures - silty sand to sandy silt
- 6 Sands - clean sand to silty sand
- 7 Gravelly sand to dense sand
- 8 Very stiff sand to clayey sand
- 9 Very stiff fine grained

CPT Sounding ID B-07



314 Beacon Dr
 Winterville, NC

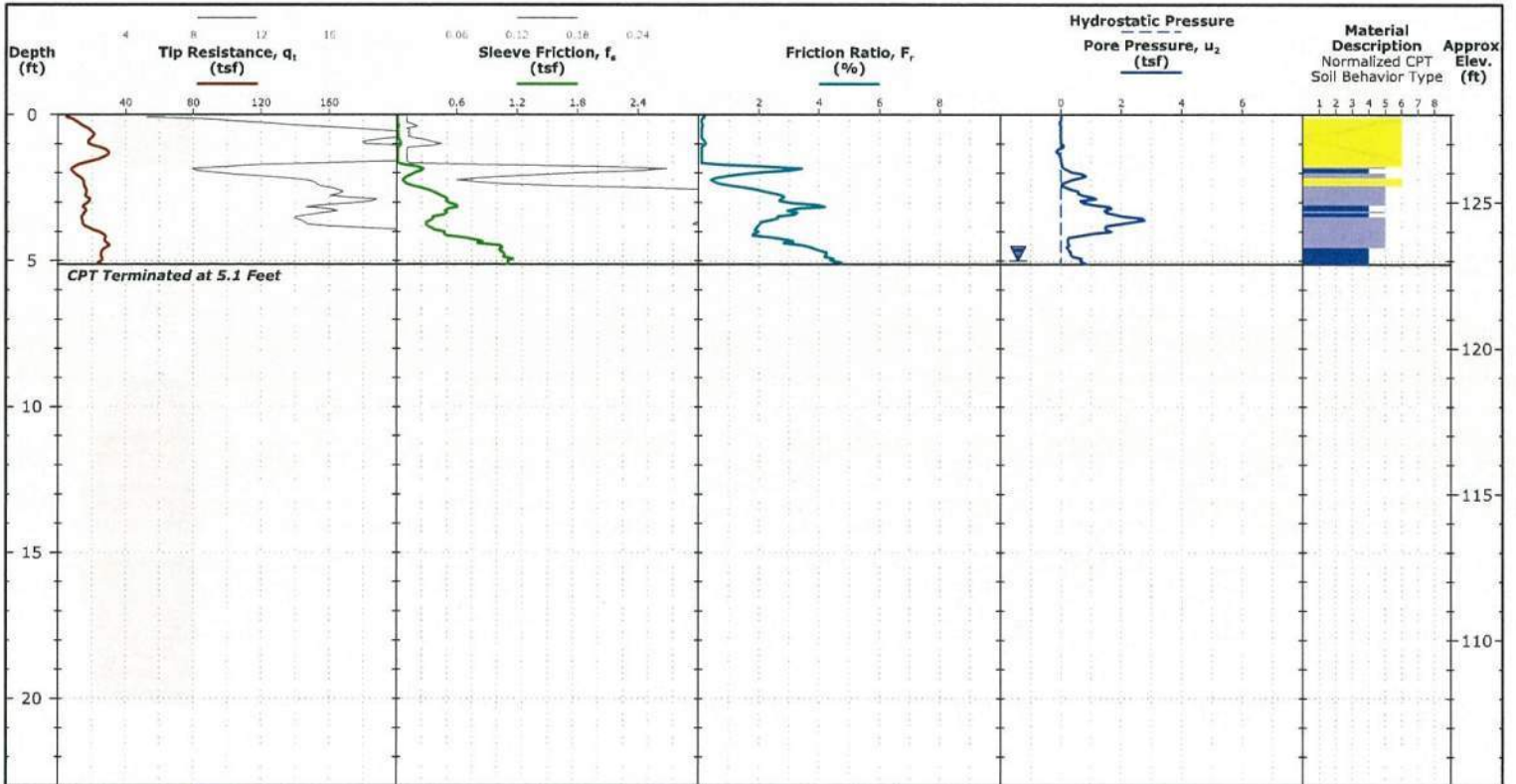
Latitude: 35.4146° Longitude: -78.0713°

Elevation: 128 (ft) +/-

Elevation Reference: Elevations obtained from Wayne County NC GIS Website.

CPT Started: 4/5/2024

CPT Completed: 4/5/2024



See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data, if any.
 See [Supporting Information](#) for explanation of symbols and abbreviations.

Notes
 Test Location: See [Exploration Plan](#)

CPT Equipment
 CPT Rig: Geoprobe
 Operator: Bridger Drilling - Radu
 Auger anchors used as reaction force
 CPT sensor calibration reports available upon request
 Probe No. 5143 with net area ratio of 0.84
 u_2 pore pressure transducer location
 Manufactured by Geotech A.B. - Calibrated 2/1/2019
 Tip and sleeve areas of 10 cm² and 150 cm²
 Ring friction reducer with O.D. of 1.875 in

Water Level Observation
 5 ft estimated water depth
 (used in normalizations and correlations)

- Normalized Soil Behavior Type (Robertson 1990)**
- 1 Sensitive, fine grained
 - 2 Organic soils - clay
 - 3 Clay - silty clay to clay
 - 4 Silt mixtures - clayey silt to silty clay
 - 5 Sand mixtures - silty sand to sandy silt
 - 6 Sands - clean sand to silty sand
 - 7 Gravelly sand to dense sand
 - 8 Very stiff sand to clayey sand
 - 9 Very stiff fine grained

Rosewood Middle School
 541 South NC-581 Highway | Goldsboro, NC
 Terracon Project No. 72235132

CPT Sounding ID B-08

Latitude: 35.4144° Longitude: -78.0712°

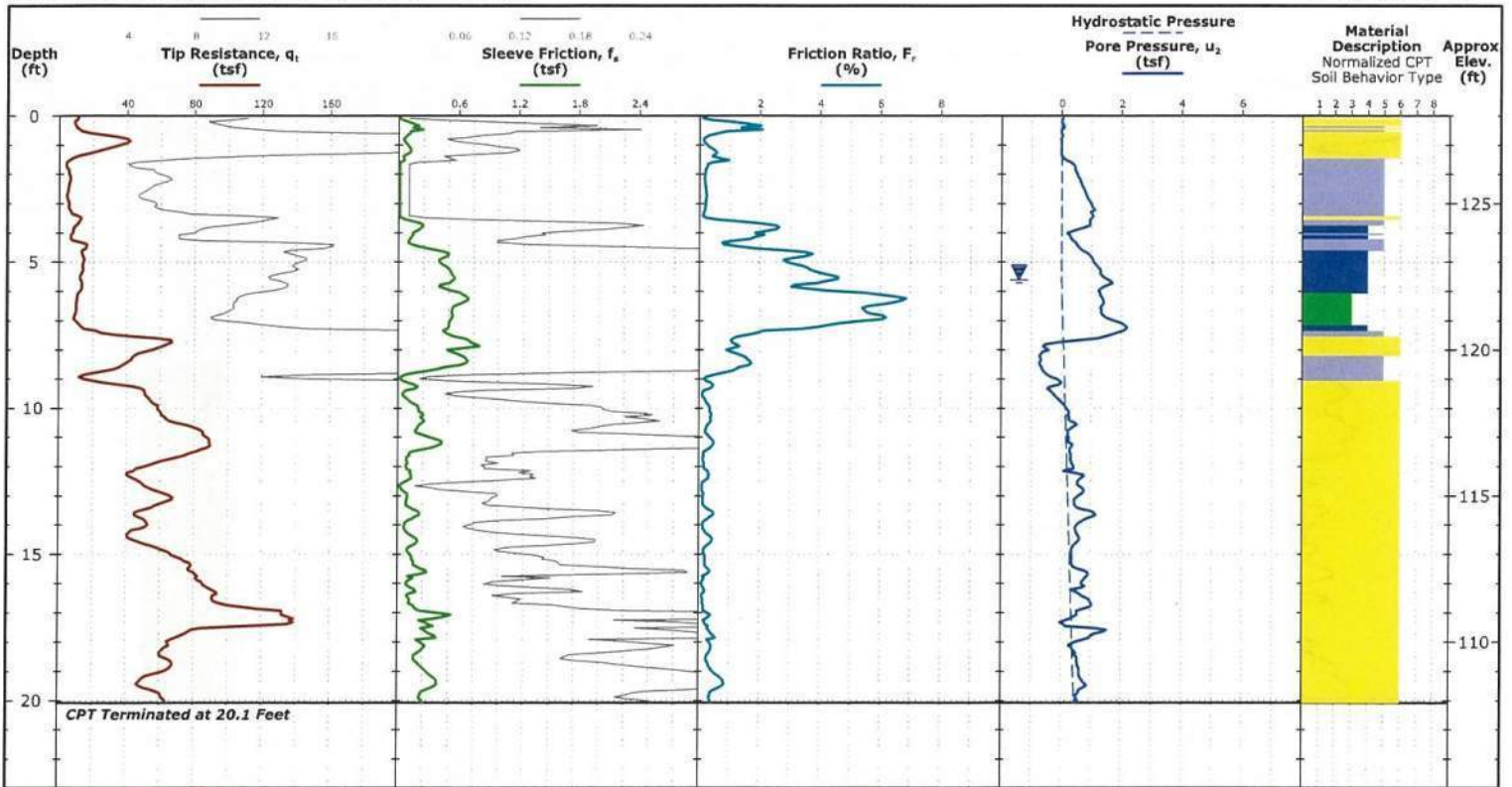


314 Beacon Dr
 Winterville, NC

CPT Started: 4/5/2024
 CPT Completed: 4/5/2024

Elevation: 128 (ft) +/-

Elevation Reference: Elevations obtained from Wayne County NC GIS Website.



See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data, if any.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Notes

Test Location: See [Exploration Plan](#)

CPT Equipment

CPT Rig: Geoprobe
 Operator: Bridger Drilling - Radu
 Auger anchors used as reaction force
 CPT sensor calibration reports available upon request
 Probe No. 5143 with net area ratio of 0.84
 u_2 pore pressure transducer location
 Manufactured by Geotech A.B. - Calibrated 2/1/2019
 Tip and sleeve areas of 10 cm² and 150 cm²
 Ring friction reducer with O.D. of 1.875 in

Water Level Observation

5.6 ft measured water depth
 (used in normalizations and correlations)

Normalized Soil Behavior Type (Robertson 1990)

- 1 Sensitive, fine grained
- 2 Organic soils - clay
- 3 Clay - silty clay to clay
- 4 Silt mixtures - clayey silt to silty clay
- 5 Sand mixtures - silty sand to sandy silt
- 6 Sands - clean sand to silty sand
- 7 Gravelly sand to dense sand
- 8 Very stiff sand to clayey sand
- 9 Very stiff fine grained

Rosewood Middle School
 541 South NC-581 Highway | Goldsboro, NC
 Terracon Project No. 72235132

CPT Sounding ID B-09

Latitude: 35.4143° Longitude: -78.0708°

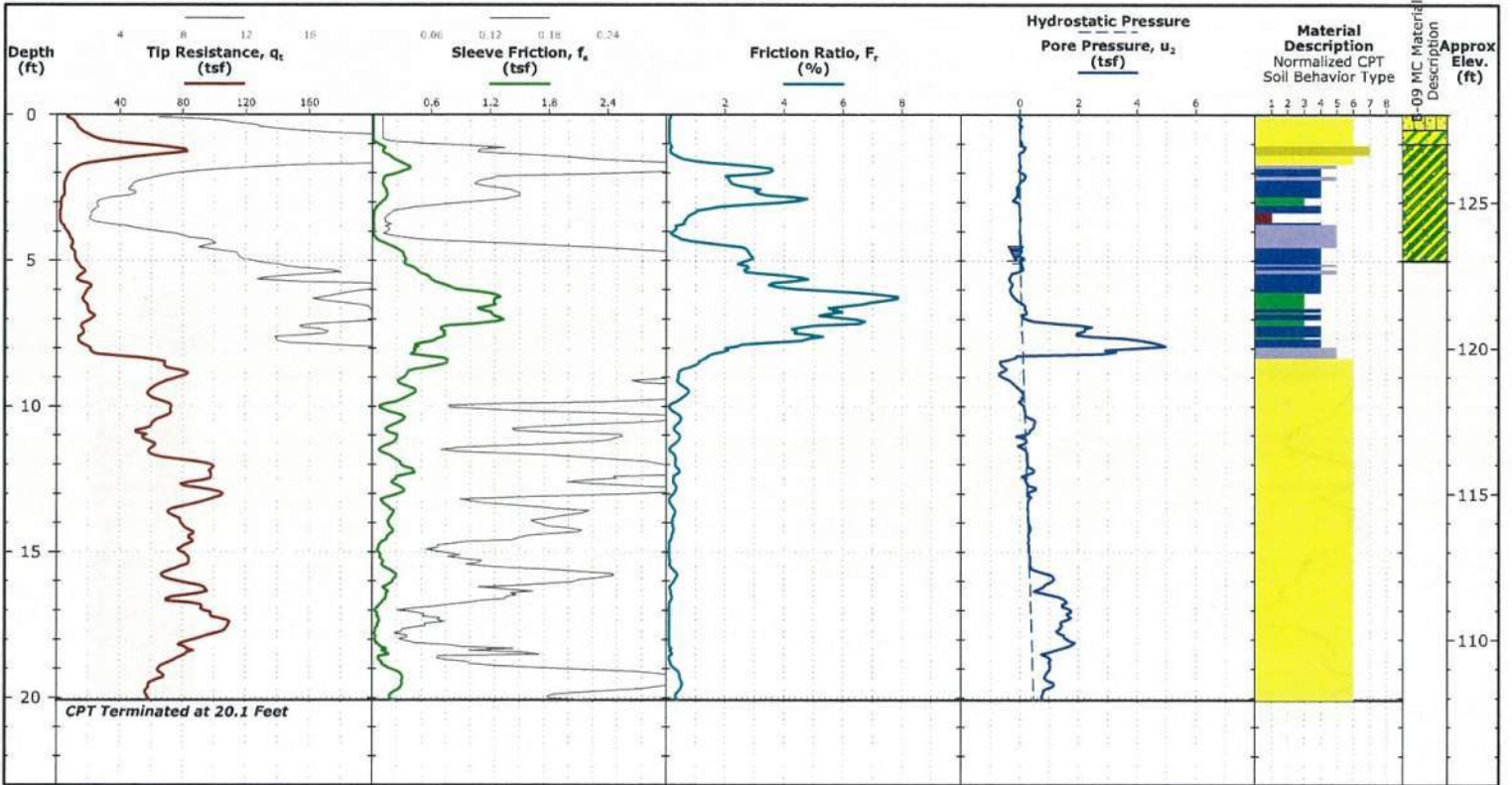


314 Beacon Dr
 Winterville, NC

CPT Started: 4/5/2024
 CPT Completed: 4/5/2024

Elevation: 128 (ft) +/-

Elevation Reference: Elevations obtained from Wayne County NC GIS Website.



See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data, if any.
 See Supporting Information for explanation of symbols and abbreviations.

Notes

Test Location: See Exploration Plan
 See B-09 MC for the adjacent test's full details.

CPT Equipment

CPT Rig: Geoprobe
 Operator: Bridger Drilling - Radu
 Auger anchors used as reaction force
 CPT sensor calibration reports available upon request
 Probe No. 5143 with net area ratio of 0.84
 U₂ pore pressure transducer location
 Manufactured by Geotech A.B. - Calibrated 2/1/2019
 Tip and sleeve areas of 10 cm² and 150 cm²
 Ring friction reducer with O.D. of 1.875 in

Water Level Observation

5 ft measured water depth
 (used in normalizations and correlations)

Normalized Soil Behavior Type (Robertson 1990)

- 1 Sensitive, fine grained
- 2 Organic soils - clay
- 3 Clay - silty clay to clay
- 4 Silt mixtures - clayey silt to silty clay
- 5 Sand mixtures - silty sand to sandy silt
- 6 Sands - clean sand to silty sand
- 7 Gravelly sand to dense sand
- 8 Very stiff sand to clayey sand
- 9 Very stiff fine grained

Rosewood Middle School
 541 South NC-581 Highway | Goldsboro, NC
 Terracon Project No. 72235132

CPT Sounding ID B-10

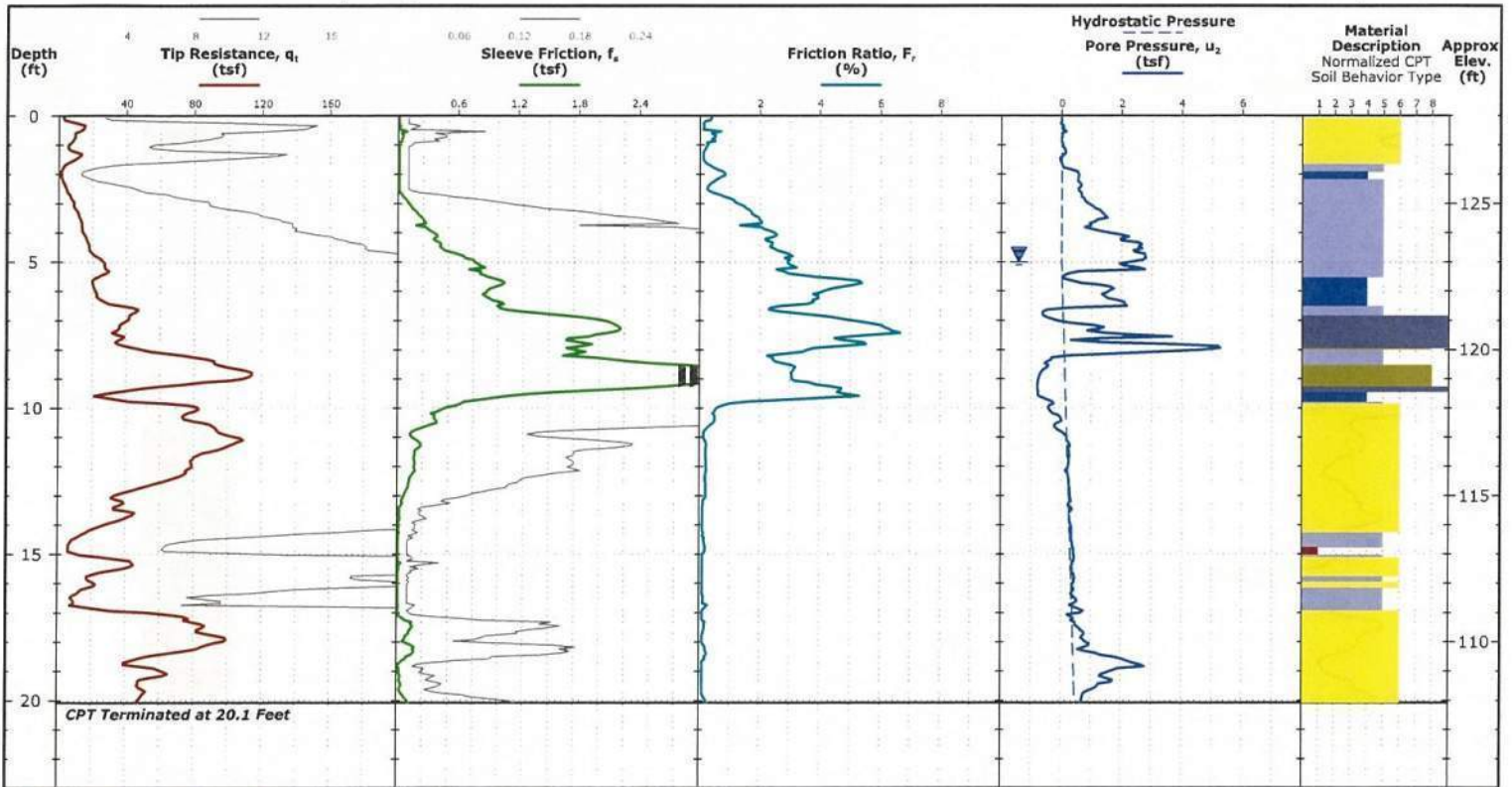
Latitude: 35.4140° Longitude: -78.0710°



314 Beacon Dr
 Winterville, NC

CPT Started: 4/5/2024
 CPT Completed: 4/5/2024

Elevation: 128 (ft) +/-
 Elevation Reference: Elevations obtained from Wayne County NC GIS Website.



See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data, if any.
 See [Supporting Information](#) for explanation of symbols and abbreviations.

Notes
 Test Location: See [Exploration Plan](#)

CPT Equipment
 CPT Rig: Geoprobe
 Operator: Bridger Drilling - Radu
 Auger anchors used as reaction force
 CPT sensor calibration reports available upon request
 Probe No. 5143 with net area ratio of 0.84
 u_2 pore pressure transducer location
 Manufactured by Geotech A.B. - Calibrated 2/1/2019
 Tip and sleeve areas of 10 cm² and 150 cm²
 Ring friction reducer with O.D. of 1.875 in

Water Level Observation
 5 ft measured water depth
 (used in normalizations and correlations)

Normalized Soil Behavior Type (Robertson 1990)

- 1 Sensitive, fine grained
- 2 Organic soils - clay
- 3 Clay - silty clay to clay
- 4 Silt mixtures - clayey silt to silty clay
- 5 Sand mixtures - silty sand to sandy silt
- 6 Sands - clean sand to silty sand
- 7 Gravelly sand to dense sand
- 8 Very stiff sand to clayey sand
- 9 Very stiff fine grained

Rosewood Middle School
 541 South NC-581 Highway | Goldsboro, NC
 Terracon Project No. 72235132

CPT Sounding ID B-11

Latitude: 35.4138° Longitude: -78.0710°

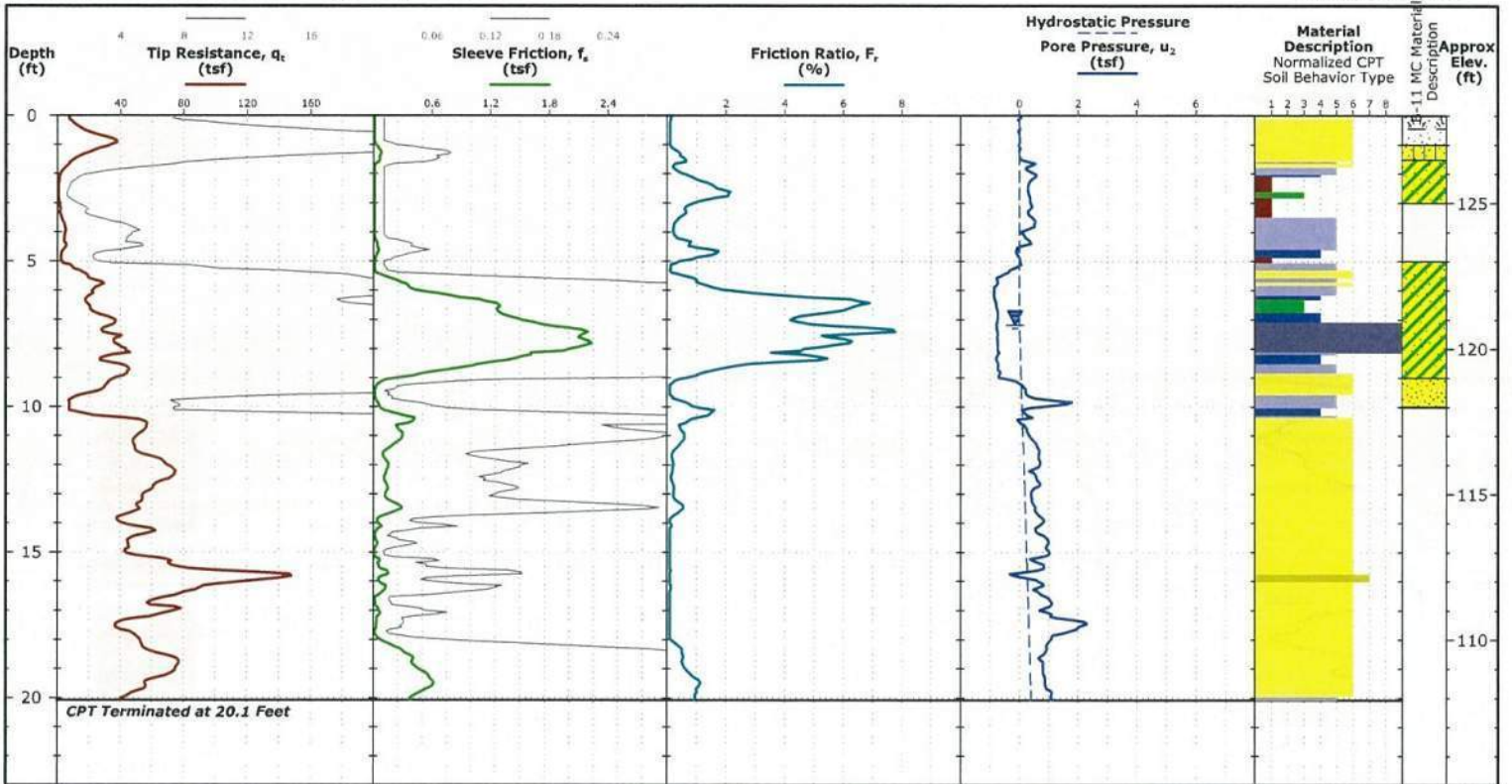


314 Beacon Dr
 Winterville, NC

CPT Started: 4/5/2024
 CPT Completed: 4/5/2024

Elevation: 128 (ft) +/-

Elevation Reference: Elevations obtained from Wayne County NC GIS Website.



See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data, if any.
 See [Supporting Information](#) for explanation of symbols and abbreviations.

Notes

Test Location: See [Exploration Plan](#)
 See B-11 MC for the adjacent test's full details.

CPT Equipment

CPT Rig: Geoprobe
 Operator: Bridger Drilling - Radu
 Auger anchors used as reaction force
 CPT sensor calibration reports available upon request
 Probe No. 5143 with net area ratio of 0.84
 U₂ pore pressure transducer location
 Manufactured by Geotech A.B. - Calibrated 2/1/2019
 Tip and sleeve areas of 10 cm² and 150 cm²
 Ring friction reducer with O.D. of 1.875 in

Water Level Observation

7.2 ft measured water depth
 (used in normalizations and correlations)

Normalized Soil Behavior Type (Robertson 1990)

- 1 Sensitive, fine grained
- 2 Organic soils - clay
- 3 Clay - silty clay to clay
- 4 Silt mixtures - clayey silt to silty clay
- 5 Sand mixtures - silty sand to sandy silt
- 6 Sands - clean sand to silty sand
- 7 Gravelly sand to dense sand
- 8 Very stiff sand to clayey sand
- 9 Very stiff fine grained

Rosewood Middle School
 541 South NC-581 Highway | Goldsboro, NC
 Terracon Project No. 72235132

CPT Sounding ID B-12

Latitude: 35.4136° Longitude: -78.0714°

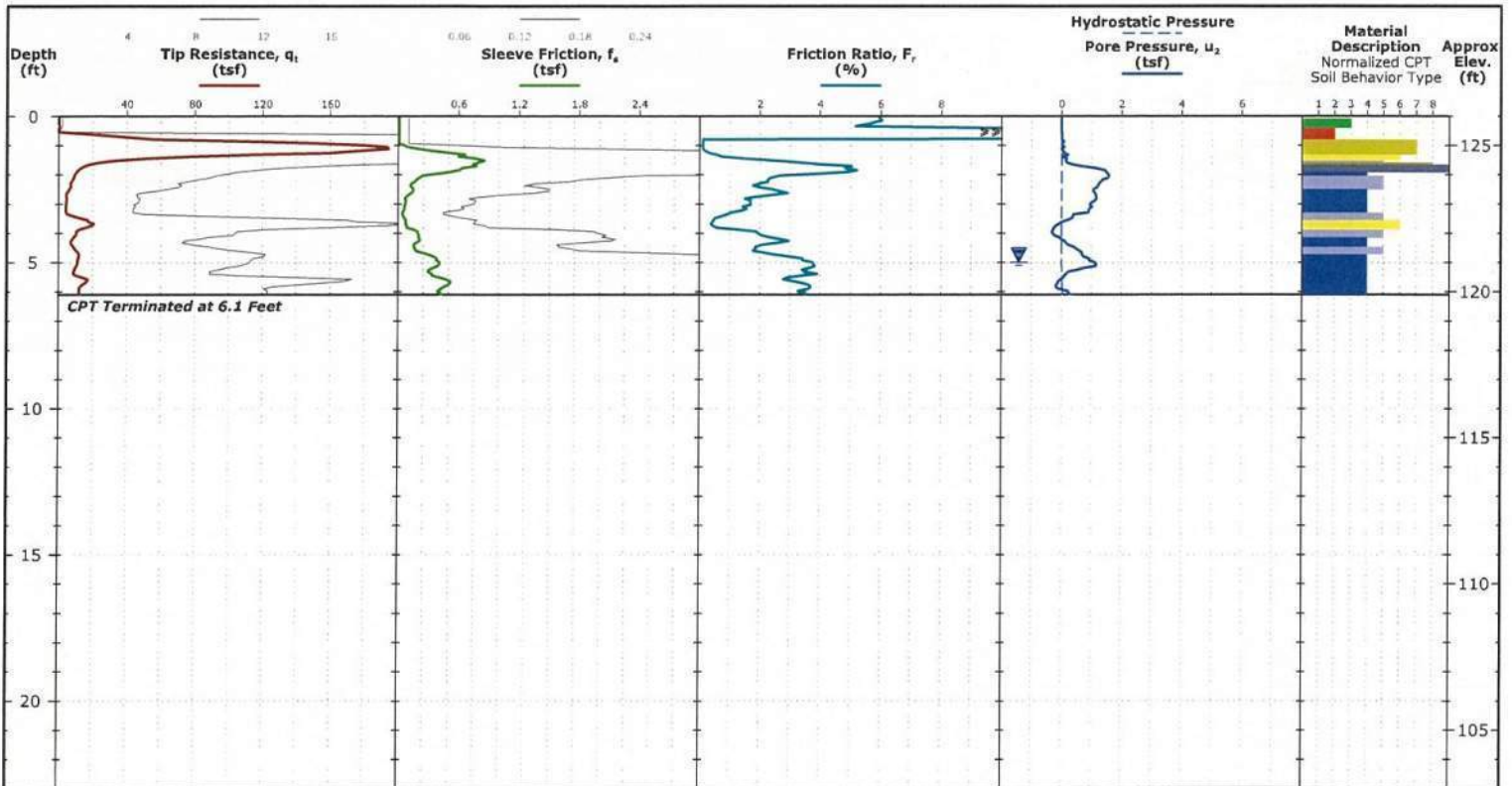


314 Beacon Dr
 Winterville, NC

CPT Started: 4/5/2024
 CPT Completed: 4/5/2024

Elevation: 126 (ft) +/-

Elevation Reference: Elevations obtained from Wayne County NC GIS Website.



See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data, if any.
 See Supporting Information for explanation of symbols and abbreviations.

Notes
 Test Location: See Exploration Plan

CPT Equipment
 CPT Rig: Geoprobe
 Operator: Bridger Drilling - Radu
 Dead weight of rig used as reaction force.
 CPT sensor calibration reports available upon request
 Probe No. 5143 with net area ratio of 0.84
 u_2 pore pressure transducer location
 Manufactured by Geotech A.B. - Calibrated 2/1/2019
 Tip and sleeve areas of 10 cm² and 150 cm²
 Ring friction reducer with O.D. of 1.875 in

Water Level Observation
 5 ft estimated water depth
 (used in normalizations and correlations)

Normalized Soil Behavior Type (Robertson 1990)

- 1 Sensitive, fine grained
- 2 Organic soils - clay
- 3 Clay - silty clay to clay
- 4 Silt mixtures - clayey silt to silty clay
- 5 Sand mixtures - silty sand to sandy silt
- 6 Sands - clean sand to silty sand
- 7 Gravely sand to dense sand
- 8 Very stiff sand to clayey sand
- 9 Very stiff fine grained

Rosewood Middle School
 541 South NC-581 Highway | Goldsboro, NC
 Terracon Project No. 72235132

CPT Sounding ID B-13

Latitude: 35.4138° Longitude: -78.0717°

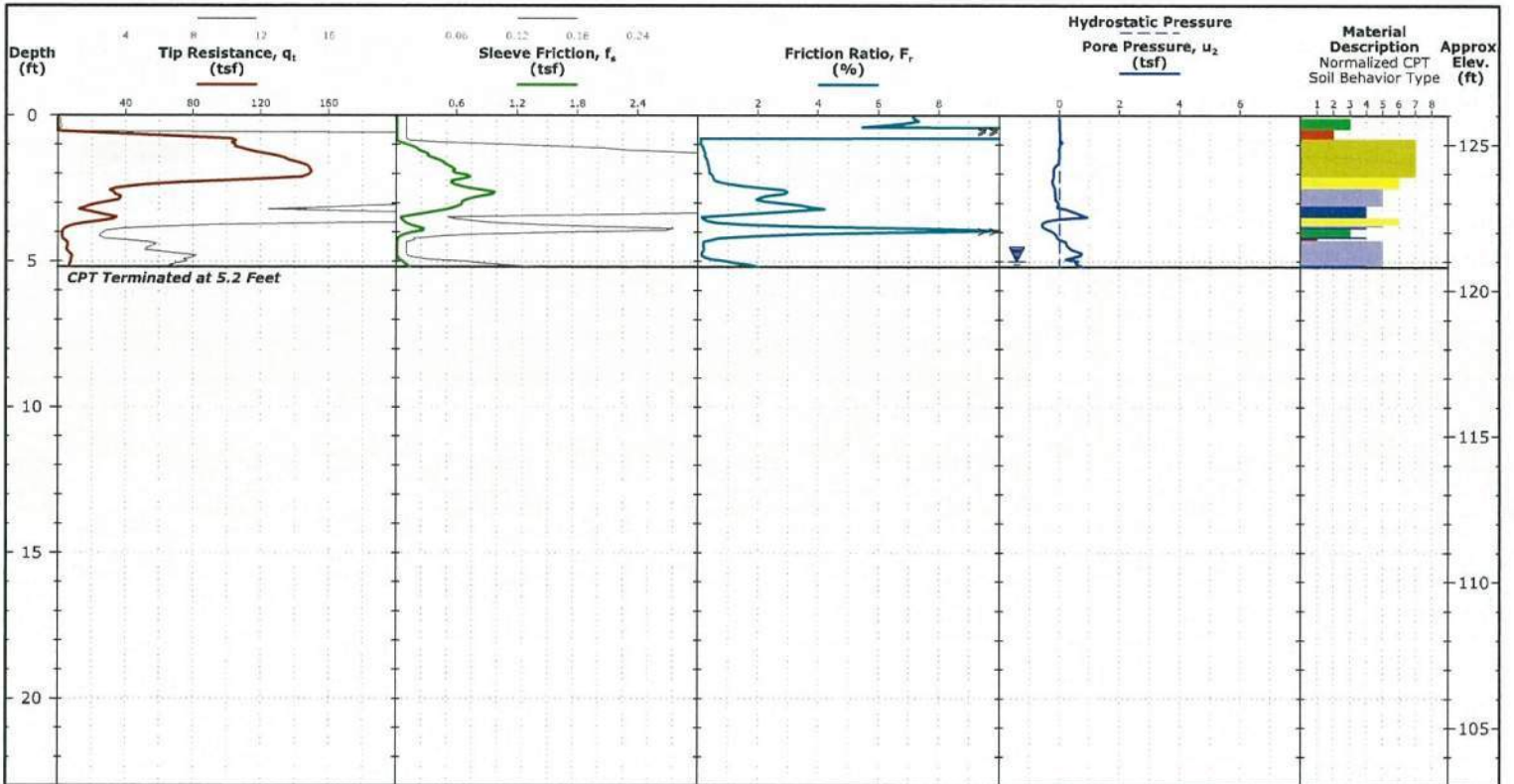


314 Beacon Dr
 Winterville, NC

CPT Started: 4/5/2024
 CPT Completed: 4/5/2024

Elevation: 126 (ft) +/-

Elevation Reference: Elevations obtained from Wayne County NC GIS Website.



See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data, if any.
 See Supporting Information for explanation of symbols and abbreviations.

Notes

Test Location: See Exploration Plan

CPT Equipment

CPT Rig: Geoprobe
 Operator: Bridger Drilling - Radu
 Dead weight of rig used as reaction force
 CPT sensor calibration reports available upon request
 Probe No. 5143 with net area ratio of 0.84
 U₂ pore pressure transducer location
 Manufactured by Geotech A.B. - Calibrated 2/1/2019
 Tip and sleeve areas of 10 cm² and 150 cm²
 Ring friction reducer with O.D. of 1.875 in

Water Level Observation

5 ft estimated water depth
 (used in normalizations and correlations)

Normalized Soil Behavior Type

- (Robertson 1990)
- 1 Sensitive, fine grained
 - 2 Organic soils - clay
 - 3 Clay - silty clay to clay
 - 4 Silt mixtures - clayey silt to silty clay
 - 5 Sand mixtures - silty sand to sandy silt
 - 6 Sands - clean sand to silty sand
 - 7 Gravely sand to dense sand
 - 8 Very stiff sand to clayey sand
 - 9 Very stiff fine grained

Rosewood Middle School
 541 South NC-581 Highway | Goldsboro, NC
 Terracon Project No. 72235132

CPT Sounding ID B-14

Latitude: 35.4139° Longitude: -78.0718°

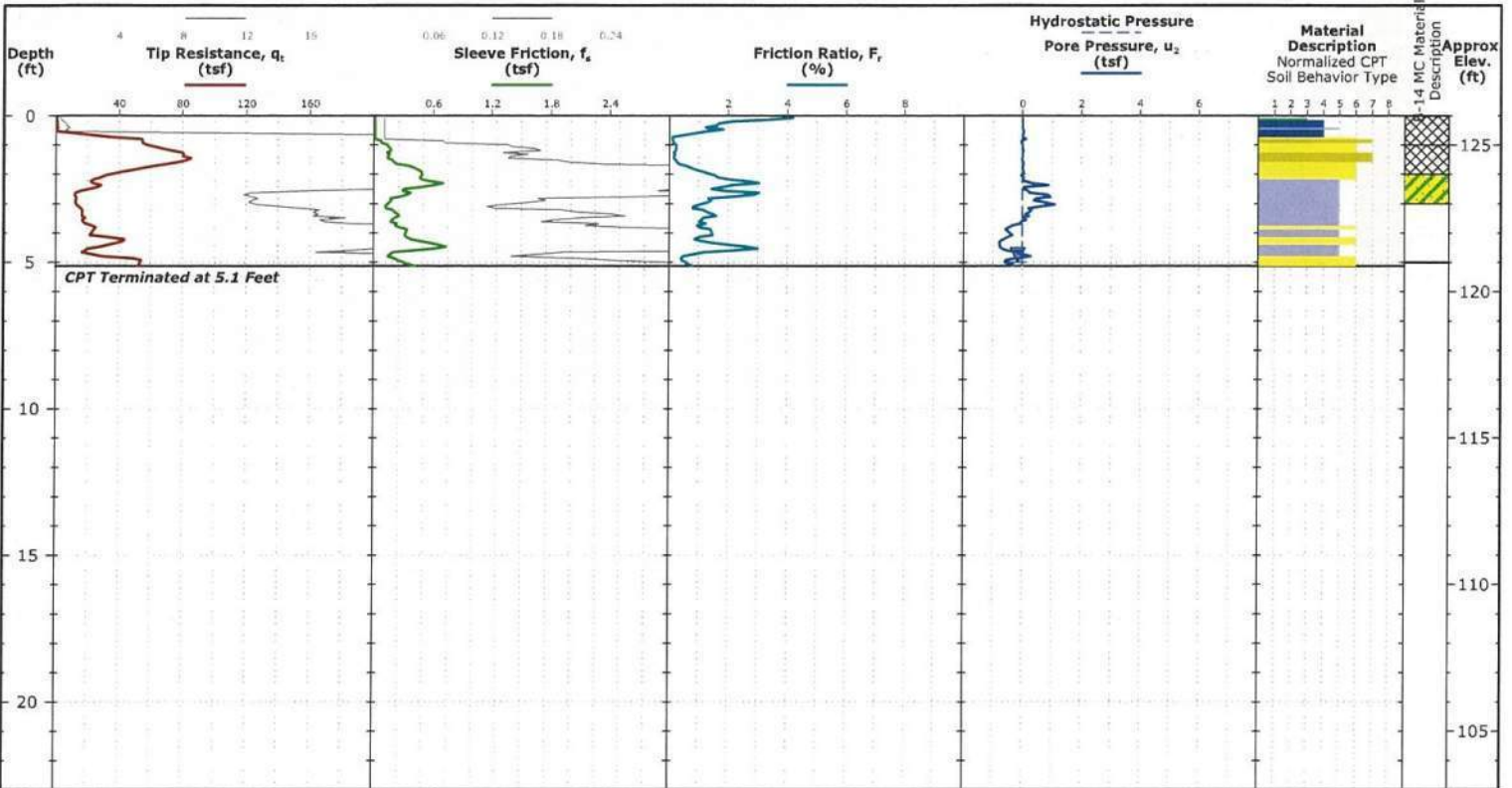


314 Beacon Dr
 Winterville, NC

CPT Started: 4/5/2024
 CPT Completed: 4/5/2024

Elevation: 126 (ft) +/-

Elevation Reference: Elevations obtained from Wayne County NC GIS Website.



See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data, if any.
 See [Supporting Information](#) for explanation of symbols and abbreviations.

Notes

Test Location: See [Exploration Plan](#)
 See B-14 MC for the adjacent test's full details.

CPT Equipment

CPT Rig: Geoprobe
 Operator: Bridger Drilling - Radu
 Dead weight of rig used as reaction force
 CPT sensor calibration reports available upon request
 Probe No. 5143 with net area ratio of 0.84
 U₂ pore pressure transducer location
 Manufactured by Geotech A.B. - Calibrated 2/1/2019
 Tip and sleeve areas of 10 cm² and 150 cm²
 Ring friction reducer with O.D. of 1.875 in

Water Level Observation

5 ft estimated water depth
 (used in normalizations and correlations)

Normalized Soil Behavior Type (Robertson 1990)

- 1 Sensitive, fine grained
- 2 Organic soils - clay
- 3 Clay - silty clay to clay
- 4 Silt mixtures - clayey silt to silty clay
- 5 Sand mixtures - silty sand to sandy silt
- 6 Sands - clean sand to silty sand
- 7 Gravelly sand to dense sand
- 8 Very stiff sand to clayey sand
- 9 Very stiff fine grained

Boring Log No. B-03 MC

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 35.4146° Longitude: -78.0720°	Depth (Ft.)	Water Level Observations	Sample Type	Water Content (%)	Atterberg Limits	
							LL-PL-PI	Percent Fines
1			1.5					
			3.0					
2			3.0					
			5.5					
3			5.5			25.5		
			7.0					
			7.0			21.5		
			10.0					
Boring Terminated at 10 Feet			10					

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).
 See [Supporting Information](#) for explanation of symbols and abbreviations.
 Elevation Reference: Elevations obtained from Wayne County NC GIS Website.
 Samples obtained using a 2" O.D. Macrocore sampler

Notes

Water Level Observations

See CPT Log

Advancement Method
Macrocore

Abandonment Method
Macrocore backfilled with soil cuttings upon completion.

Drill Rig
Geoprobe

Driller
Bridger Drilling - Radu

Logged by
L. Locklear

Boring Started
04-05-2024

Boring Completed
04-05-2024

Boring Log No. B-09 MC

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 35.4143° Longitude: -78.0708° Depth (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
1		0.5 SILTY SAND (SM) , brown						
		1.0 CLAYEY SAND (SC) , brown						
2		SANDY FAT CLAY (CH) , brownish red and gray						
		5.0			↓	28.4	52-21-31	66
		Boring Terminated at 5 Feet	5					

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).
 See Supporting Information for explanation of symbols and abbreviations.
 Elevation Reference: Elevations obtained from Wayne County NC GIS Website.
 Samples obtained using a 2" O.D. Macrocore sampler

Notes

Water Level Observations

See CPT Log

Drill Rig
Geoprobe

Driller
Bridger Drilling - Radu

Advancement Method
Macrocore






Logged by
L. Locklear

Abandonment Method
Macrocore backfilled with soil cuttings upon completion.

Boring Started
04-05-2024

Boring Completed
04-05-2024

Boring Log No. B-11 MC

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 35.4138° Longitude: -78.0710°	Depth (Ft.)	Water Level Observations	Sample Type	Water Content (%)	Atterberg Limits	
							LL-PL-PI	Percent Fines
		Depth (Ft.)						
1		TOPSOIL , 12 inches	1.0					
		SILTY SAND (SM) , brown	1.5					
		CLAYEY SAND (SC) , brown and red	3.0			18.4		
		No recovery	5.0					
2		CLAYEY SAND (SC) , red and tan	9.0			20.9	66-22-44	26
3		POORLY GRADED SAND (SP) , tan	10.0					
		Boring Terminated at 10 Feet						

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).
 See [Supporting Information](#) for explanation of symbols and abbreviations.
 Elevation Reference: Elevations obtained from Wayne County NC GIS Website.
 Samples obtained using a 2" O.D. Macrocore sampler

Notes

Water Level Observations

See CPT Log

Advancement Method
Macrocore

Abandonment Method
Macrocore backfilled with soil cuttings upon completion.

Drill Rig
Geoprobe

Driller
Bridger Drilling - Radu

Logged by
L. Locklear

Boring Started
04-05-2024

Boring Completed
04-05-2024

Boring Log No. B-14 MC

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 35.4139° Longitude: -78.0718° Depth (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type	Water Content (%)	Atterberg Limits	
							LL-PL-PI	Percent Fines
1	[Cross-hatch pattern]	1.0 FILL - SILTY SAND WITH GRAVEL , brown						
		2.0 FILL - SILTY SAND , gray						
2	[Diagonal lines]	3.0 CLAYEY SAND (SC) , gray and red				15.0	27-11-16	45
		5.0 No recovery						
Boring Terminated at 5 Feet			5					

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).
 See [Supporting Information](#) for explanation of symbols and abbreviations.
 Elevation Reference: Elevations obtained from Wayne County NC GIS Website.
 Samples obtained using a 2" O.D. Macrocore sampler

Notes

Water Level Observations

See CPT Log

Advancement Method
Macrocore

Abandonment Method
Macrocore backfilled with soil cuttings upon completion.
Surface capped with asphalt

Drill Rig
Geoprobe

Driller
Bridger Drilling - Radu

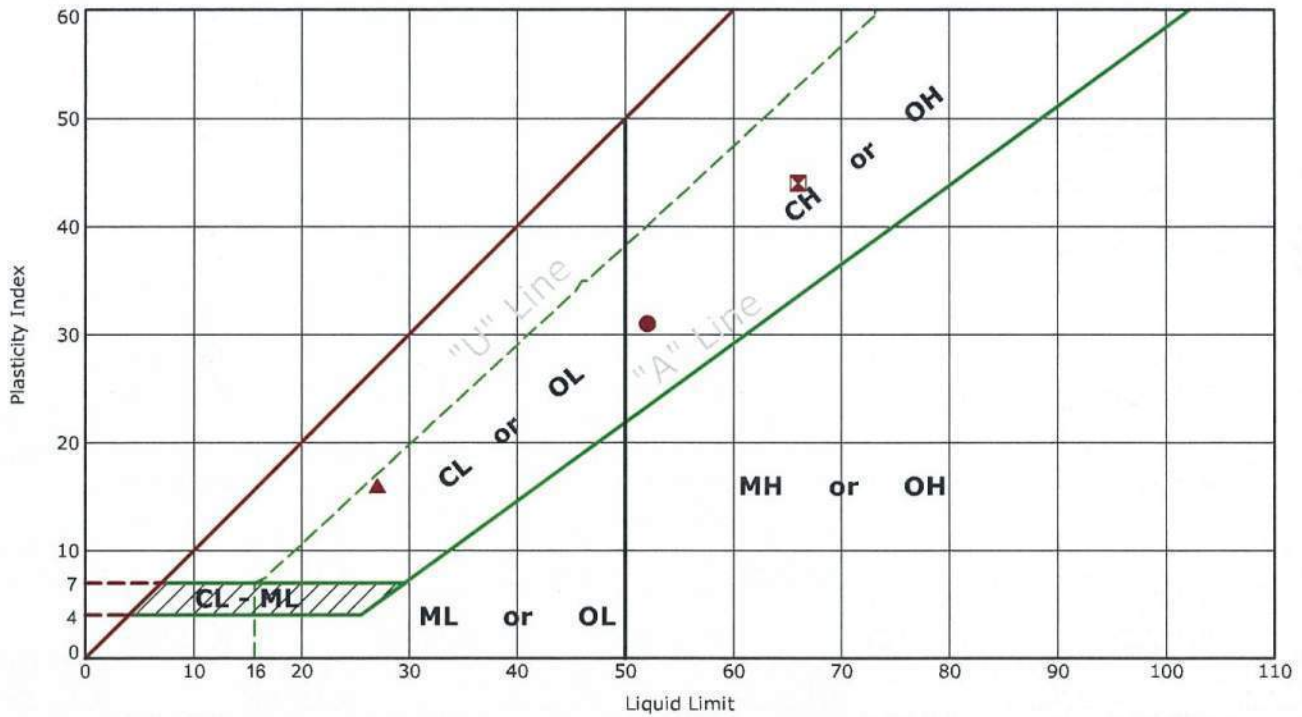
Logged by
L. Locklear

Boring Started
04-05-2024

Boring Completed
04-05-2024

Atterberg Limit Results

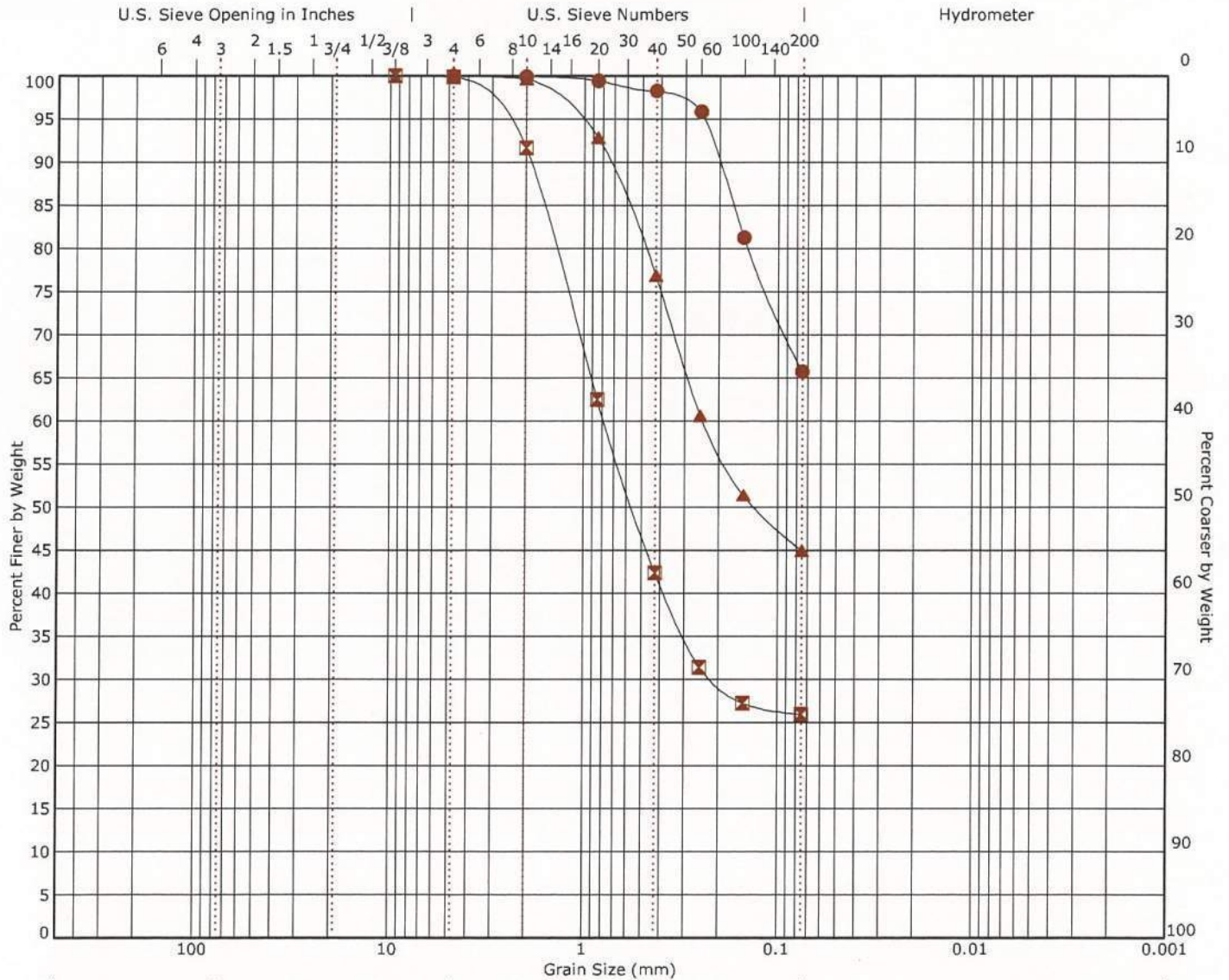
ASTM D4318



	Boring ID	Depth (Ft)	LL	PL	PI	Fines	USCS	Description
●	B-09 MC	3 - 4	52	21	31	65.7	CH	SANDY FAT CLAY
■	B-11 MC	7 - 8	66	22	44	26.0	SC	CLAYEY SAND
▲	B-14 MC	2 - 3	27	11	16	45.0	SC	CLAYEY SAND

Grain Size Distribution

ASTM D422 / ASTM C136 / AASHTO T27



Cobbles	Gravel		Sand			Silt or Clay
	coarse	fine	coarse	medium	fine	

Boring ID	Depth	% Cobbles	% Gravel	% Sand	% Fines	% Silt	% Clay	USCS
● B-09 MC	3 - 4	0.0	0.0	34.3	65.7			CH
⊠ B-11 MC	7 - 8	0.0	0.1	73.9	26.0			SC
▲ B-14 MC	2 - 3	0.0	0.0	55.0	45.0			SC

Description	Grain Size					
	●		⊠		▲	
	Sieve	% Finer	Sieve	% Finer	Sieve	% Finer
● SANDY FAT CLAY	#4	100.0	3/8"	100.0	#4	100.0
⊠ CLAYEY SAND	#10	99.93	#4	99.86	#10	99.66
▲ CLAYEY SAND	#20	99.44	#10	91.69	#20	92.84
	#40	98.27	#20	62.49	#40	76.87
	#60	95.85	#40	42.36	#60	60.63
	#100	81.28	#60	31.44	#100	51.4
	#200	65.74	#100	27.25	#200	44.96
			#200	25.96		

Remarks	Coefficients					
	●		⊠		▲	
	D ₆₀	D ₃₀	D ₆₀	D ₃₀	D ₆₀	D ₃₀
● 3-4 ft						
⊠ 7-8 ft						
▲ 2-3 ft						







Supporting Information

Contents:

General Notes
CPT General Notes
Unified Soil Classification System

Note: All attachments are one page unless noted above.

General Notes

Sampling	Water Level	Field Tests
 Grab Sample  GeoProbe Macro Core or Large Bore	 Water Initially Encountered  Water Level After a Specified Period of Time  Water Level After a Specified Period of Time  Cave In Encountered	N Standard Penetration Test Resistance (Blows/Ft.) (HP) Hand Penetrometer (T) Torvane (DCP) Dynamic Cone Penetrometer UC Unconfined Compressive Strength (PID) Photo-Ionization Detector (OVA) Organic Vapor Analyzer
<p>Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.</p>		

Descriptive Soil Classification

Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

Location And Elevation Notes

Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See Exploration and Testing Procedures in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

Strength Terms

Relative Density of Coarse-Grained Soils (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance		Consistency of Fine-Grained Soils (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
Relative Density	Standard Penetration or N-Value (Blows/Ft.)	Consistency	Unconfined Compressive Strength Qu (tsf)	Standard Penetration or N-Value (Blows/Ft.)
Very Loose	0 - 3	Very Soft	less than 0.25	0 - 1
Loose	4 - 9	Soft	0.25 to 0.50	2 - 4
Medium Dense	10 - 29	Medium Stiff	0.50 to 1.00	4 - 8
Dense	30 - 50	Stiff	1.00 to 2.00	8 - 15
Very Dense	> 50	Very Stiff	2.00 to 4.00	15 - 30
		Hard	> 4.00	> 30

Relevance of Exploration and Laboratory Test Results

Exploration/field results and/or laboratory test data contained within this document are intended for application to the project as described in this document. Use of such exploration/field results and/or laboratory test data should not be used independently of this document.

DESCRIPTION OF MEASUREMENTS AND CALIBRATIONS

To be reported per ASTM D5778:

- Uncorrected Tip Resistance, q_c
Measured force acting on the cone divided by the cone's projected area
- Corrected Tip Resistance, q_t
Cone resistance corrected for porewater and net area ratio effects
 $q_t = q_c + u_2(1 - a)$
Where a is the net area ratio, a lab calibration of the cone typically between 0.70 and 0.85

- Pore Pressure, u
Pore pressure measured during penetration
 u_1 - sensor on the face of the cone
 u_2 - sensor on the shoulder (more common)

- Sleeve Friction, f_s
Frictional force acting on the sleeve divided by its surface area

- Normalized Friction Ratio, F_r
The ratio as a percentage of f_s to q_t , accounting for overburden pressure

To be reported per ASTM D7400, if collected:

- Shear Wave Velocity, V_s
Measured in a Seismic CPT and provides direct measure of soil stiffness

DESCRIPTION OF GEOTECHNICAL CORRELATIONS

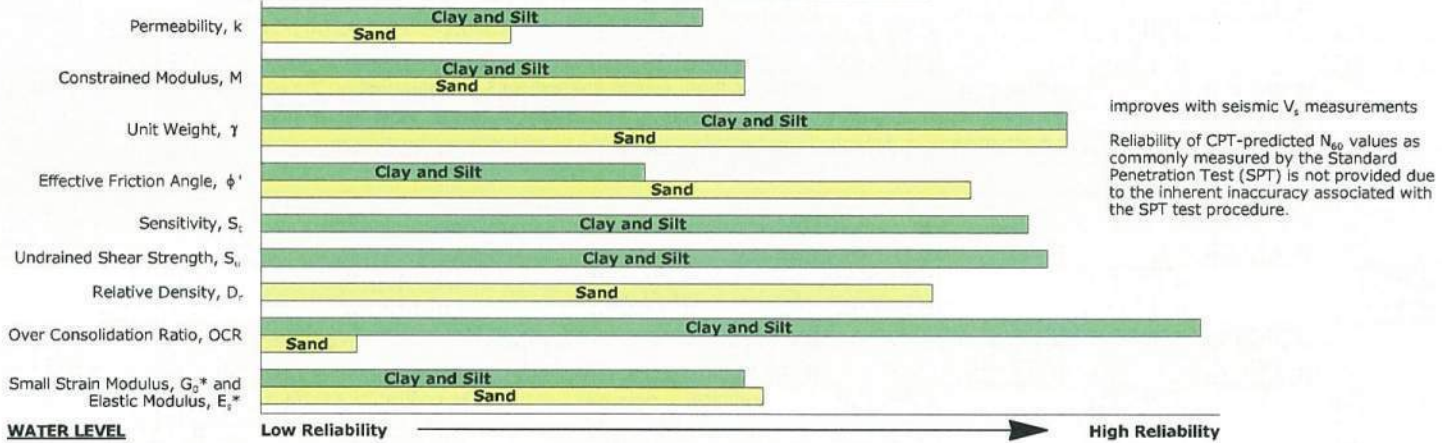
- Normalized Tip Resistance, Q_{tn}
 $Q_{tn} = ((q_t - \sigma_{v0})/P_s)(P_s/\sigma'_{v0})^n$
 $n = 0.381(I_c) + 0.05(\sigma'_{v0}/P_s) - 0.15$
- Over Consolidation Ratio, OCR
OCR (1) = $0.25(Q_{tn})^{1.25}$
OCR (2) = $0.33(Q_{tn})$
- Undrained Shear Strength, S_u
 $S_u = Q_{tn} \times \sigma'_{v0}/N_{kt}$
 N_{kt} is a soil-specific factor (shown on S_u plot)
- Sensitivity, S_t
 $S_t = (q_t - \sigma_{v0}/N_{kt}) \times (1/f_s)$
- Effective Friction Angle, ϕ'
 $\phi' (1) = \tan^{-1}(0.373[\log(q_t/\sigma'_{v0}) + 0.29])$
 $\phi' (2) = 17.6 + 11[\log(Q_{tn})]$
- Unit Weight, γ
 $\gamma = 0.27[\log(F_r)] + 0.36[\log(q_t/atm)] + 1.236 \times \gamma_{water}$
 σ_{v0} is taken as the incremental sum of the unit weights
- Small Strain Shear Modulus, G_0
 $G_0 (1) = p V_s^2$
 $G_0 (2) = 0.015 \times 10^{(0.55I_c + 1.68)}(q_t - \sigma_{v0})$

- Soil Behavior Type Index, I_c
 $I_c = [(3.47 - \log(Q_{tn}))^2 + (\log(F_r) + 1.22)^2]^{0.5}$
- SPT N_{60}
 $N_{60} = (q_t/atm) / 10^{(1.1268 - 0.2817I_c)}$
- Elastic Modulus, E_s (assumes $q_t/q_{ultimate} \sim 0.3$, i.e. FS = 3)
 $E_s (1) = 2.6\Psi G_0$ where $\Psi = 0.56 - 0.33\log(Q_{tn, clean sand})$
 $E_s (2) = G_0$
 $E_s (3) = 0.015 \times 10^{(0.55I_c + 1.68)}(q_t - \sigma_{v0})$
 $E_s (4) = 2.5q_t$
- Constrained Modulus, M
 $M = \alpha_M(q_t - \sigma_{v0})$
For $I_c > 2.2$ (fine-grained soils)
 $\alpha_M = Q_{tn}$ with maximum of 14
For $I_c < 2.2$ (coarse-grained soils)
 $\alpha_M = 0.0188 \times 10^{(0.55I_c + 1.68)}$
- Hydraulic Conductivity, k
For $1.0 < I_c < 3.27$ $k = 10^{(0.952 - 3.04I_c)}$
For $3.27 < I_c < 4.0$ $k = 10^{(-4.52 - 1.37I_c)}$
- Relative Density, D_r
 $D_r = (Q_{tn} / 350)^{0.5} \times 100$

REPORTED PARAMETERS

CPT logs as provided, at a minimum, report the data as required by ASTM D5778 and ASTM D7400 (if applicable). This minimum data include q_t , f_s , and u . Other correlated parameters may also be provided. These other correlated parameters are interpretations of the measured data based upon published and reliable references, but they do not necessarily represent the actual values that would be derived from direct testing to determine the various parameters. To this end, more than one correlation to a given parameter may be provided. The following chart illustrates estimates of reliability associated with correlated parameters based upon the literature referenced below.

RELATIVE RELIABILITY OF CPT CORRELATIONS



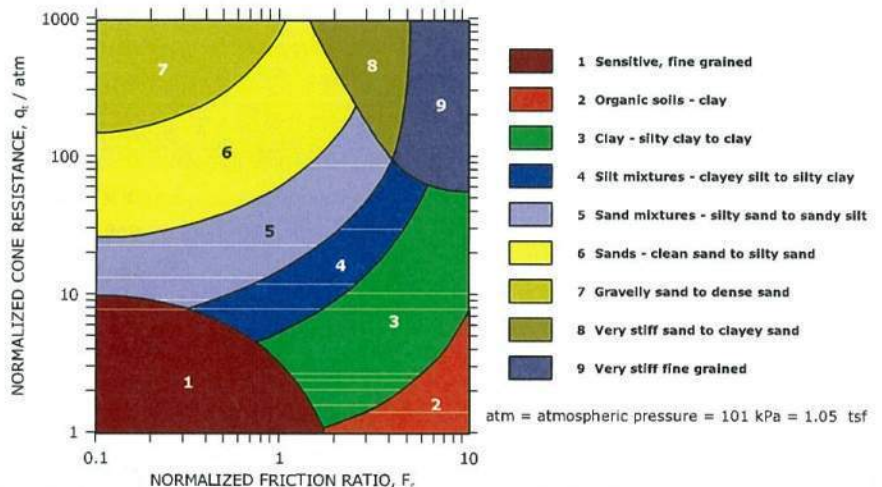
WATER LEVEL

The groundwater level at the CPT location is used to normalize the measurements for vertical overburden pressures and as a result influences the normalized soil behavior type classification and correlated soil parameters. The water level may either be "measured" or "estimated."
Measured - Depth to water directly measured in the field
Estimated - Depth to water interpolated by the practitioner using pore pressure measurements in coarse grained soils and known site conditions
 While groundwater levels displayed as "measured" more accurately represent site conditions at the time of testing than those "estimated," in either case the groundwater should be further defined prior to construction as groundwater level variations will occur over time.

CONE PENETRATION SOIL BEHAVIOR TYPE

The estimated stratigraphic profiles included in the CPT logs are based on relationships between corrected tip resistance (q_t), friction resistance (f_s), and porewater pressure (u_2). The normalized friction ratio (F_r) is used to classify the soil behavior type.

Typically, silts and clays have high F_r values and generate large excess penetration porewater pressures; sands have lower F_r 's and do not generate excess penetration porewater pressures. The adjacent graph (Robertson et al.) presents the soil behavior type correlation used for the logs. This normalized SBT chart, generally considered the most reliable, does not use pore pressure to determine SBT due to its lack of repeatability in onshore CPTs.



REFERENCES

- Kulhawy, F.H., Mayne, P.W., (1997). "Manual on Estimating Soil Properties for Foundation Design," Electric Power Research Institute, Palo Alto, CA.
- Mayne, P.W., (2013). "Geotechnical Site Exploration in the Year 2013," Georgia Institute of Technology, Atlanta, GA.
- Robertson, P.K., Cabal, K.L. (2012). "Guide to Cone Penetration Testing for Geotechnical Engineering," Signal Hill, CA.
- Schmertmann, J.H., (1970). "Static Cone to Compute Static Settlement over Sand," *Journal of the Soil Mechanics and Foundations Division*, 96(SM3), 1011-1043.

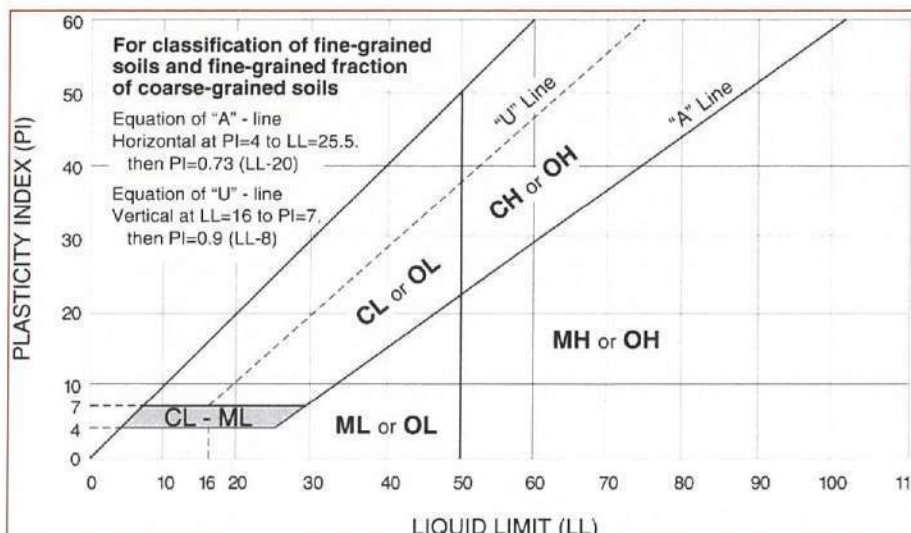
Unified Soil Classification System

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A			Soil Classification			
			Group Symbol	Group Name ^B		
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well-graded gravel ^F	
			$Cu < 4$ and/or $[Cc < 1$ or $Cc > 3.0]$ ^E	GP	Poorly graded gravel ^F	
		Gravels with Fines: More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}	
			Fines classify as CL or CH	GC	Clayey gravel ^{F, G, H}	
		Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E	SW	Well-graded sand ^I
			$Cu < 6$ and/or $[Cc < 1$ or $Cc > 3.0]$ ^E	SP	Poorly graded sand ^I	
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	$PI > 7$ and plots above "A" line ^J	CL	Lean clay ^{K, L, M}	
		Organic:	$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K, L, M}	
	Silts and Clays: Liquid limit 50 or more		Inorganic:	$\frac{LL \text{ oven dried}}{LL \text{ not dried}} < 0.75$	OL	Organic clay ^{K, L, M, N}
			Organic:	$\frac{LL \text{ oven dried}}{LL \text{ not dried}} < 0.75$	OH	Organic silt ^{K, L, M, O}
			Inorganic:	PI plots on or above "A" line	CH	Fat clay ^{K, L, M}
			Organic:	PI plots below "A" line	MH	Elastic silt ^{K, L, M}
		Inorganic:	$\frac{LL \text{ oven dried}}{LL \text{ not dried}} < 0.75$	OH	Organic clay ^{K, L, M, P}	
		Organic:	$\frac{LL \text{ oven dried}}{LL \text{ not dried}} < 0.75$	PT	Peat	

Highly organic soils:

Primarily organic matter, dark in color, and organic odor

- ^A Based on the material passing the 3-inch (75-mm) sieve.
- ^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
- ^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.
- ^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.
- ^E $Cu = D_{60}/D_{10}$ $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$
- ^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.
- ^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.
- ^H If fines are organic, add "with organic fines" to group name.
- ^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.
- ^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.
- ^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.
- ^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.
- ^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.
- ^N $PI \geq 4$ and plots on or above "A" line.
- ^O $PI < 4$ or plots below "A" line.
- ^P PI plots on or above "A" line.
- ^Q PI plots below "A" line.



SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items of Work are to be provided and installed to the extents indicated in the Schedule of Allowances. These allowances include installation, taxes, delivery, overhead and profit, fees, etc.
 - 2. Allowances are for use solely at the Owner's discretion.
 - 3. Allowances are for Work above and beyond that which is shown, delineated and/or quantified elsewhere in the Contract Documents.
 - 4. The Work described in the Schedule of Allowances is identical to Work described elsewhere in the Contract Documents and the full requirements of the Contract Documents apply to the applicable Work described in the Schedule of Allowances.
 - 5. The cost for all Allowances shall be included in the Base Bid price. The cost for unused Allowances shall be credited back to the Owner.
- B. Types of allowances include the following:
 - 1. Quantity allowances.
- C. Related Requirements:
 - 1. Division 01 Section "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.

1.3 SUBMITTALS

- A. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.4 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.
- B. Prepare Construction Schedule to include all Allowances as though they will be incorporated in the full quantities indicated in the Schedule of Allowances.

1.5 ALLOWANCES ADMINISTRATIVE REQUIREMENTS

- A. Allowances Log: Prepare, maintain, and distribute a tabular log of allowances usage organized by the allowance number. Distribute current log at each Progress Meeting but no greater than on a monthly interval. Provide log with not less than the following information:
 - 1. Project name and Owner ID No.
 - 2. Name and address of Architect and General Contractor.
 - 3. Summary page with each allowance number, description, unit quantity, unit price, and units used to date, allocated by Bid Package. Sum total dollar quantity used-to-date and sum remaining for each allowance.
 - 4. Within the Allowances Log, to support the Summary Page, track the date, description of use, and units used for each allowance or portion thereof utilized.

1.6 QUANTITY ALLOWANCES

- A. The Architect will notify the Contractor of the intent to utilize a Quantity Allowance in any quantity deemed necessary, as determined by the Architect, to perform the Work. The contractor will immediately proceed with the Work identified in the notification.
- B. The Contractor shall not utilize a Quantity Allowance or any portion of a Quantity Allowance for performing any base scope Work described elsewhere in the Contract Documents including any materials, labor, or related portions of the Work described in this Section.

1.7 PAYMENT PROCEDURES

- A. Contractor's overhead, profit, and related costs for products and equipment are included in the allowance and are part of the Contract Sum. These costs include materials, labor, freight, delivery, receiving and handling, labor, installation, taxes, insurance, equipment rental and similar costs.
- B. At Project Closeout, or earlier if so directed by Architect, the dollar value of any remaining, unused Allowances shall be credited to the Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

Quantity Allowances - See Division 01 Section "Unit Prices" for complete descriptions of Work included under applicable Allowances.

Item	Description	Unit	Allowance Quantity
Q-1	Mass Rock removal and disposal off-site.	Each Cubic Yard	10 CY
Q-2	Trench Rock removal and disposal off-site.	Each Cubic Yard	10 CY
Q-3	Unsuitable Soils removal and disposal on-site.	Each Cubic Yard	200 CY
Q-4	Unsuitable Soils removal and disposal off-site.	Each Cubic Yard	10,000 CY
Q-5	Replacement of removed rock or unsuitable soils with on-site suitable soil in-place.	Each Cubic Yard	200 CY
Q-6	Replacement of removed rock or unsuitable soils with off-site suitable soil in-place.	Each Cubic Yard	8,000 CY
Q-7	Replacement of removed rock or unsuitable soils with Aggregate Base Course in-place.	Each Cubic Yard	500 CY
Q-8	Replacement of removed rock or unsuitable soils with No. 57 washed stone in-place.	Each Cubic Yard	500 CY

END OF SECTION 012100

SECTION 012200 – UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Sections:
 - 1. Division 01 Section “Allowances” for procedures for using unit prices to adjust Quantity Allowances.

1.3 DEFINITIONS

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

1.4 PROCEDURES

- A. Unit prices include all necessary materials and labor, plus cost for delivery, freight, installation, insurance, applicable taxes, overhead, and profit.
- B. The unit price provided by the Contractor shall be used for Work added or deducted to the contract.
- C. The Owner reserves the right to revise the quantities (increase or decrease) listed in the Allowances for any unit price Work utilizing the unit cost provided by the Contractor on the Bid Form.
- D. Unit prices shall apply throughout the life of the Contract, except as otherwise specifically noted.
- E. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- F. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- G. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the Part 3 “Schedule of Unit Prices” Article contain requirements for materials described under each unit price. Bidders shall respond to the schedule by writing the applicable costs on the appropriate Bid Form for each identified unit cost.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. Q-1: Mass Rock removal and disposal off-site.
 - 1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the Allowance is required.
 - 2. Unit of measurement: cubic yard measured before removal.
 - 3. Include the following in the unit price:
 - a. Excavation, loading, transport, and legal disposal of all materials.
 - b. All disposal fees.
 - c. Overhead and profit.
 - 4. Include all other related costs in the contract sum.
 - 5. Method of measurement: Quantities will be verified by a soils and materials engineer employed by the Owner.
 - 6. Quantity Allowance: Coordinate unit price with allowance adjustment requirements of Division 01 Section "Allowances."

- B. Unit Price No. Q-2: Trench Rock removal and disposal off-site.
 - 1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the Allowance is required.
 - 2. Unit of measurement: cubic yard measured before removal.
 - 3. Include the following in the unit price:
 - a. Excavation, loading, transport, and legal disposal of all materials.
 - b. All disposal fees.
 - c. Overhead and profit.
 - 4. Include all other related costs in the contract sum.
 - 5. Method of measurement: Quantities will be verified by a soils and materials engineer employed by the Owner.
 - 6. Quantity Allowance: Coordinate unit price with allowance adjustment requirements of Division 01 Section "Allowances."

- C. Unit Price No. Q-3: Unsuitable Soils removal and disposal on-site.
 - 1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the Allowance is required.
 - 2. Unit of measurement: cubic yard measured before removal.
 - 3. Include the following in the unit price:
 - a. Excavation, loading and transport of all materials.
 - b. Placement and compaction of materials in on-site disposal or fill area.
 - c. Overhead and profit.
 - 4. Include all other related costs in the contract sum.
 - 5. Method of measurement: Quantities will be verified by a soils and materials engineer employed by the Owner based on measured volume of excavation.
 - 6. Quantity Allowance: Coordinate unit price with allowance adjustment requirements of Division 01 Section "Allowances."

- D. Unit Price No. Q-4: Unsuitable Soils removal and disposal off-site.
 - 1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the Allowance is required.
 - 2. Unit of measurement: cubic yard measured before removal.
 - 3. Include the following in the unit price:
 - a. Excavation, loading, transport, and legal disposal of all materials.
 - b. All disposal fees.
 - c. Overhead and profit.
 - 4. Include all other related costs in the contract sum.

5. Method of measurement: Quantities will be verified by a soils and materials engineer employed by the Owner based on volume of excavation.
 6. Quantity Allowance: Coordinate unit price with allowance adjustment requirements of Division 01 Section "Allowances."
- E. Unit Price No. Q-5: Replacement of removed rock or unsuitable soils with on-site suitable soil in-place.
1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the Allowance is required.
 2. Unit of measurement: cubic yard of void to be filled.
 3. Include the following in the unit price:
 - a. Excavation, loading, transport, of suitable soil materials from on-site borrow area.
 - b. Placement and compaction of soil into void remaining from removed rock or unsuitable soil.
 - c. Overhead and profit.
 4. Include all other related costs in the contract sum.
 5. Include costs related to removal of rock or unsuitable soil in other Unit Prices.
 6. Method of measurement: Quantities will be verified by a soils and materials engineer employed by the Owner based on volume of void to be filled.
 7. Quantity Allowance: Coordinate unit price with allowance adjustment requirements of Division 01 Section "Allowances."
- F. Unit Price No. Q-6: Replacement of removed rock or unsuitable soils with off-site suitable soil in-place.
1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the Allowance is required.
 2. Unit of measurement: cubic yard of void to be filled.
 3. Include the following in the unit price:
 - a. Suitable soil materials from contractor's off-site source.
 - b. Excavation, loading, transport, placement and compaction of soil into void remaining from removed rock or unsuitable soil.
 - c. Overhead and profit.
 4. Include all other related costs in the contract sum.
 5. Include costs related to removal of rock or unsuitable soil in other Unit Prices.
 6. Method of measurement: Quantities will be verified by a soils and materials engineer employed by the Owner based on volume of void to be filled.
 7. Quantity Allowance: Coordinate unit price with allowance adjustment requirements of Division 01 Section "Allowances."
- G. Unit Price No. Q-7: Replacement of removed rock or unsuitable soils with Aggregate Base Course in-place.
1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the Allowance is required.
 2. Unit of measurement: cubic yard of void to be filled.
 3. Include the following in the unit price:
 - a. Certified ABC materials from contractor's off-site source.
 - b. Excavation, loading, transport, placement and compaction of ABC into void remaining from removed rock or unsuitable soil.
 - c. Overhead and profit.
 4. Include all other related costs in the contract sum.
 5. Include costs related to removal of rock or unsuitable soil in other Unit Prices.
 6. Method of measurement: Quantities will be verified by a soils and materials engineer employed by the Owner based on volume of void to be filled.
 7. Quantity Allowance: Coordinate unit price with allowance adjustment requirements of Division 01 Section "Allowances."

- H. Unit Price No. Q-8: Replacement of removed rock or unsuitable soils with No.57 washed stone in-place.
1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the Allowance is required.
 2. Unit of measurement: cubic yard of void to be filled.
 3. Include the following in the unit price:
 - a. Certified #57 washed stone from contractor's off-site source.
 - b. Excavation, loading, transport, placement and compaction of #57 washed stone into void remaining from removed rock or unsuitable soil.
 - c. Overhead and profit.
 4. Include all other related costs in the contract sum.
 5. Include costs related to removal of rock or unsuitable soil in other Unit Prices.
 6. Method of measurement: Quantities will be verified by a soils and materials engineer employed by the Owner based on volume of void to be filled.
 7. Quantity Allowance: Coordinate unit price with allowance adjustment requirements of Division 01 Section "Allowances."

END OF SECTION 012200

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Site condition reports.
 - 5. Unusual event reports.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- A. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.
- B. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- C. Event: The starting or ending point of an activity.
- D. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

- E. Milestone: A key or critical point in time for reference or measurement.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit an initial copy for Architect's review.
 - 2. Make corrections noted by Architect and resubmit final schedule for approval.
- C. Construction Schedule Updating Reports: Submit at monthly intervals or when changes to the Critical Path occur.
- D. Daily Construction Reports: Submit at monthly intervals.
- E. Site Condition Reports: Submit at time of discovery of differing conditions.
- F. Unusual Event Reports: Submit at time of unusual event.

1.5 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the Schedule of Values and list of subcontracts.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 7 calendar days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - a. Include Owner-supplied materials.
 - b. Includes items of Work in the Schedule of Allowances.

- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
1. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Uninterruptible services.
 - b. Use-of-premises restrictions.
 - c. Seasonal variations.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- F. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
- G. Recovery Schedule: When periodic update indicates Work on the Critical Path is 5 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished. Upon approval by the Owner and Architect, the Recovery Schedule shall become a part of the Schedule. All costs related to the preparation of any Recovery Schedule shall be borne by the Contractor.
1. If the Contractor falls five (5) calendar days behind on any activity on the critical path shown on the Schedule or, if it becomes apparent from the Schedule that the Work might not be completed within the Contract Time or milestone dates might not be achieved as scheduled, the Contractor agrees to take, at no additional cost to the Owner, some or all of the following actions to recover the Schedule:
 - a. Increase the number of employees in such trades as shall regain lost schedule progress.
 - b. Increase the number of working hours per shift, shifts per working day, working days per week, amount of equipment or any combination of the foregoing to regain lost schedule progress.
 2. Should any revision of any Progress Schedule show that the Contractor is behind so that, without increasing his rate of performance, he will not complete any activity, the late completion of which could delay Substantial Completion of the Work, the Owner shall be entitled to withhold from the next Progress Payment due the Contractor an amount not exceeding the amount the Owner would be entitled to in Liquidated Damages, should the Contractor delay Substantial Completion by the same number of days as he is behind, as shown in the most recent update/revision to the Progress/Schedule. Withholding of such funds shall be under the provisions of the General Conditions of the Contract, Article 9, Paragraph 9.5.1.6. If, subsequently, the Contractor's progress, as shown by a succeeding revision to the Progress Schedule, is such that the anticipated delay no longer exists, the Owner shall pay with the Progress Payment next due to the Contractor such amounts as have been withheld in accordance with this paragraph.
 3. Failure of the Contractor to comply with the requirements of the Recovery Schedule, or the Contractor's failure to diligently prosecute the Work so as to ensure its completion within the Contract Time, is sufficient grounds to constitute a substantial breach of the Contract Documents.

- H. Proposed Extensions in Contract Time: Any request for extension of Contract Time shall include a proposed revised CPM Construction Schedule showing how the requested time extension alters the approved CPM Construction Schedule. The Contractor shall prepare the revised schedule, which must clearly display that the Contractor has used, in full, all of the float time available for the work involved in this request. The cost of such preparation will be borne by the Contractor. Upon approval by the Architect and Owner, the proposed revised schedule will be incorporated into the CPM Construction Schedule.
 - 1. Further, the Contractor specifically agrees that there will be no basis for an extension of Contract Time, or a claim for additional compensation as a result of any project Change Order or delay which only results in the loss of available positive float in activities of the approved Construction Schedule.
 - 2. If the Contractor at any time knows or has reason to believe that the delivery of any item of material or equipment or the storage of qualified labor or delays caused by others or the occurrence of any other difficulty may cause a delay in carrying out the approved Order of Construction or the Progress Schedule, he shall notify the Architect in writing within three (3) days.
 - 3. Any work necessary to be performed after regular hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the Owner, unless it is a Change in Work with an approved Time Extension or acceleration.
- I. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.7 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule with the CPM Schedule.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1.8 CPM SCHEDULE REQUIREMENTS

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. CPM Schedule: Prepare Contractor's Construction Schedule using a time-scaled CPM network analysis diagram for the Work.
 - 1. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 2. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.
- C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities.
 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

1.9 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. Approximate count of personnel at Project site.
 3. Equipment at Project site.
 4. Material deliveries.
 5. High and low temperatures and general weather conditions, including presence of rain or snow.
 6. Testing and inspection.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events.
 10. Stoppages, delays, shortages, and losses.
 11. Meter readings and similar recordings.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Field Orders received and implemented.
 16. Construction Change Directives received and implemented.
 17. Services connected and disconnected.
 18. Substantial Completion authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
- C. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
1. Submit unusual event reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to Architect and parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs and/or video recordings.

1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and existing buildings to remain with notation of vantage points marked for location and direction of each photograph and video recording. Include same indicator as file name for image or recording.
- B. Digital Photographs: Submit image files within three days of taking photographs.
 - 1. Submit photos by uploading to web-based Project management software site or through digital file-sharing application. Include copy of key plan indicating each photograph's location and direction.
 - a. Shared folder of images shall be dated for the date the images were taken.
- C. Video Recordings: Submit video recordings within seven days of recording.
 - 1. Submit video recordings web-based Project management software site or through digital file-sharing application. Include copy of key plan indicating each video's location and direction.
 - a. Shared folder of video recordings shall be dated for the date the videos were taken.

1.3 FORMATS AND MEDIA

Vibration-reduction technology in "Digital Photographs" Paragraph below makes more stable images at low shutter speeds and long focal lengths, and is available in some cameras.

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 2MB per image. Use flash in low light levels or backlit conditions.

Vibration-reduction technology in "Digital Video Recordings" Paragraph below makes more stable images and is available in some cameras.

- B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full high-definition mode. Provide supplemental lighting in low light levels or backlit conditions.
- C. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

Many cameras can provide GPS location data, using internal or external GPS location sensors. This data may be especially useful on larger sites to help determine location.

1.4 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs in focus.

1. Maintain key plan with each set of photographs that identifies each photographic location.

Retain "Preconstruction Photographs" Paragraph below if required to show preexisting conditions. Coordinate with pre-demolition photographs specified in Section 024116 "Structure Demolition," Section 024119 "Selective Demolition," and Section 311000 "Site Clearing."

- ##### B. Preconstruction Photographs: Before commencement of the Work, take photographs of the exterior of Existing Buildings to Remain, from different vantage points, including roof from above, to accurately record physical conditions, such as cracking veneer.

1.5 CONSTRUCTION VIDEO RECORDINGS

Retain "Narration" and "Transcript" paragraphs below if required. Requirements are more extensive than necessary for many projects. If Owner requires original video recording to be unrevised, retain first option in first paragraph. Revise to suit Project.

- ##### A. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.. At each change in location, describe vantage point, location, direction (by compass point), and elevation of construction.

1. Confirm date and time at beginning and end of recording.
2. Begin each video recording with name of Project name and Contractor's name.

- ##### B. Preconstruction Video Recording: Before starting demolition, record video recording of the exterior of Existing Buildings to Remain, including roof from above, to capture extents of exterior wall and roof surfaces.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

SECTION 024116 - STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of buildings or structures.
2. Removing below-grade construction.
3. Disconnecting, capping or sealing, and removing site utilities.
4. Salvaging items for reuse by Owner.

B. Related Requirements:

1. Section 311001 "Site Preparation" for site clearing and removal of above- and below-grade site improvements not part of building demolition.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store. Include fasteners or brackets needed for reattachment elsewhere.

1.4 MATERIALS OWNERSHIP

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

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 1. Inspect and discuss condition of construction to be demolished.
 2. Review structural load limitations of existing structures.
 3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.

4. Review and finalize protection requirements.
5. Review procedures for noise control and dust control.
6. Review procedures for protection of adjacent buildings.
7. Review storage, protection, and accounting for items to be salvaged and returned to Owner.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Statements: For refrigerant recovery technician.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
 1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain, including means of egress from those buildings.
- C. Schedule of Building Demolition Activities: Indicate the following:
 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
 2. Temporary interruption of utility services. Indicate how long services will be interrupted.
 3. Coordination for shutoff and capping or re-routing of utility services.
- D. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed in accordance with EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

1.9 FIELD CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
 1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.

- C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: Hazardous materials will be encountered in the Work.
 - 1. A Hazardous Materials Survey Report, dated January 4, 2024, has been made available in this Project Manual. Abatement shall be performed under the Contractor's Demolition Contract.
 - 2. If materials, other than those identified in the Hazardous Materials Report, suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.
- E. On-site storage or sale of removed items or materials is not permitted.

1.10 COORDINATION

- A. Arrange demolition schedule so as not to interfere with operations of adjacent occupied buildings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

2.2 SOIL MATERIALS

- A. Satisfactory Soils: Comply with requirements in Section 312001 "Earth Moving."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Steel Tendons: Locate tensioned steel tendons and include recommendations for de-tensioning.
- D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- E. Inventory and record the condition of items to be removed and salvaged.

3.2 PREPARATION

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of demolition.
- C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated.
 - 1. Protect adjacent buildings and facilities from damage due to demolition activities.
 - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 - 3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
 - 4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
 - 6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
 - 7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.
- D. Existing Utilities to Remain: Maintain utility services to remain and protect against damage during demolition operations.
 - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
 - 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
 - A. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- E. Existing Utilities to Be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished.
 - 1. Owner will arrange to shut off utilities when requested by Contractor.
 - 2. If disconnection of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
 - 3. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing by authorities having jurisdiction.
- F. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment in accordance with 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 SALVAGE

- A. Comply with the following for salvaged items:
 - 1. Clean salvaged items of dirt and demolition debris.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to storage area designated by Owner.
 - 5. Protect items from damage during transport and storage.

3.4 DEMOLITION, GENERAL

- A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 - 2. Maintain fire watch during and for at least two hours after flame-cutting operations.
 - 3. Maintain adequate ventilation when using cutting torches.
 - 4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
 - 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Explosives: Use of explosives is not permitted.

3.5 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - 1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Below-Grade Construction:
 - 1. Demolish foundation systems and other below-grade construction.

D. Existing Utilities:

1. Demolish and remove existing utilities as indicated on Drawings.

E. Hydraulic Elevator Systems: Demolish and remove elevator system, including cylinder, plunger, well assembly, steel well casing and liner, oil supply lines, and tanks.

3.6 REPAIRS

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Do not burn demolished materials.

3.8 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

1. Clean roadways of debris caused by debris transport.

END OF SECTION 024116

SECTION 31 10 01 - SITE PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Standards set forth by the North Carolina Department of Environmental Quality (NCDEQ) Division of Energy, Mineral and Land Resources.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Removal of trees and other vegetation.
 - 2. Clearing and grubbing.
 - 3. Removing above-grade improvements.
 - 4. Removing below-grade improvements.
- B. Related Sections:
 - 1. Division 2 Sections for building and structure demolition.
 - 2. Division 31 Section "Earth Moving".
 - 3. Division 31 Section "Erosion Controls".

1.3 PROJECT CONDITIONS

- A. Traffic: Conduct site-clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.
- B. Protection of Existing Improvements: Provide protections necessary to prevent damage to existing improvements indicated to remain in place.
 - 1. Protect improvements on adjoining properties and on Owner's property.
 - 2. Restore damaged improvements to their original condition, as acceptable to property owners.
 - 3. All erosion control measures shall be in place prior to commencement of clearing operations.
- C. Protection of Existing Trees and Vegetation: Protect existing trees and other vegetation indicated to remain in place against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.
 - 1. Water trees and other vegetation to remain within limits of contract work as required to maintain their health during course of construction operations.
 - 2. Provide protection for roots over 1-1/2 inch (38 mm) in diameter that are cut during construction operations. Coat cut faces with an emulsified asphalt or other acceptable coating formulated to use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.
 - 3. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations in a manner acceptable to Engineer. Employ a licensed arborist to repair damage to trees and shrubs.
 - 4. Replace trees that cannot be repaired and restored to full-growth status, as determined by arborist.

- D. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated or directed.

1.4 EXISTING SERVICES

- A. General: Indicated locations are approximate; determine exact locations before commencing Work.
- B. Arrange and pay for disconnecting, removing, capping, and plugging utility services. Notify affected utility companies in advance and obtain approval before starting this Work.
- C. Place markers to indicate location of disconnected services. Identify service lines and capping locations on Project Record Documents.

1.5 PERFORMANCE REQUIREMENTS

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

PART 2 – PRODUCTS

None Used.

PART 3 – EXECUTION

3.1 SITE CLEARING

- A. General: Remove trees, shrubs, grass, and other vegetation, improvements, or obstructions, as required, to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. Removal includes digging out and off-site removal of stumps and roots.
 - 1. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
 - 2. Existing trees within clearing limits may be chipped and stockpiled on-site but shall NOT be used as landscaping mulch or fill.
- B. Clearing and Grubbing: Clear site of trees, shrubs, and other vegetation, except for those indicated to be left standing.
 - 1. Completely remove stumps, roots, and other debris protruding through ground surface.
 - 2. Use only hand methods for grubbing inside drip line of trees indicated to remain.
 - 3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
 - a. Place fill material in horizontal layers not exceeding 6 inches (150 mm) loose depth, and thoroughly compact each layer to a density equal to adjacent original ground.
- C. Topsoil Stripping: Strip and stockpile existing topsoil within construction limits for re-spreading. Should the Contractor elect to remove topsoil from the site, suitable topsoil from off-site sources shall be provided for re-spreading at no cost to the Owner.
 - 1. Remove sod and grass before stripping topsoil.
 - 2. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials. All surface topsoil, regardless of thickness encountered, shall not be considered Unsuitable Soil.
 - 3. Remove subsoil and non-soil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.

4. Stockpile topsoil materials within construction limits and away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
5. Do not stockpile topsoil within tree protection zones.
6. Dispose of excess topsoil off-site.

D. Removal of Improvements: Remove existing above-grade and below-grade improvements as indicated and as necessary to facilitate new construction.

1. Abandonment or removal of certain underground pipe or conduits may be indicated on mechanical or electrical drawings and is included under work of related Division 22 Sections. Removing abandoned underground piping or conduits interfering with construction is included under this section.

3.2 DEMOLITION PREPARATION

A. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations or as shown on the drawings.

B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective site demolition area.

1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction or as shown on the plans.
2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
4. Provide temporary weather protection, during interval between demolition and removal of existing construction, on exterior surfaces and new construction to ensure that no water leakage or damage occurs to structure or interior areas.

C. Provide and maintain exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of building to be selectively demolished.

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

D. Protect trees, fences, poles, mailboxes, and all other property unless their removal is authorized. Any property damaged, that is not authorized for removal, shall be restored or replaced to the Owner's satisfaction.

3.3 UTILITY SERVICES

A. Maintain existing utilities indicated to remain in service and protect them against damage during selective site demolition operations.

1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.

- a. Provide not less than 72 hours' notice to Owner if shutdown of service is required during changeover.

B. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services serving building to be selectively demolished.

1. Arrange to shut off indicated utilities with utility companies.
 2. Where utility services are required to be removed, relocated, or abandoned, provide bypass connections to maintain continuity of service to other parts of the building before proceeding with selective demolition.
- C. Utility Requirements: Refer also to Division 21, 22, 23 and 26 Sections for additional requirements for shutting off, disconnecting, removing, and sealing or capping utility services. Do not start selective site demolition work until utility disconnecting and sealing have been completed and verified in writing.
- D. Utility Adjustments and Relocations: Adjust locations, elevations and routes of existing utility lines, poles, guys, vaults, handholes, boxes, and other related appurtenances as required to facilitate new construction. Coordinate adjustments and relocations with utility companies.

3.4 POLLUTION CONTROLS

- A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective site demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.5 SELECTIVE SITE DEMOLITION

- A. Demolish and remove existing construction only to the extent required by new construction and as indicated on the drawings. Completely demolish and remove existing improvements; including footings, utilities and other below-grade elements; as indicated on the drawings. Use methods required to complete Work within limitations of governing regulations.
1. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
 2. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.
 3. Comply with all applicable regulations during demolition, handling and disposal of all items indicated to be removed or necessary to be removed to allow construction of new work.
- B. Demolish asphalt, concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain, using power-driven masonry saw or hand tools; do not use power-driven impact tools.
- C. Remove sawcut concrete and asphalt, including aggregate base, to a depth of 12-inches below existing, adjacent grade, or as indicated. Provide neat sawcut at limits of pavement removal as indicated.

3.6 PATCHING AND REPAIRS

- A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective site demolition operations.
- B. Where repairs to existing surfaces are required, match previous work as closely as possible.
1. Completely fill holes and depressions in existing masonry walls to remain with an approved masonry patching material, applied according to manufacturer's printed recommendations.

- C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

3.7 CLEANING

- A. Keep the site free from debris and hazards and inspect the site at the end of each day for trash. All adjacent roads and drives outside of the construction fencing shall remain in operation during construction and shall remain free of all construction materials and debris.

3.8 DISPOSAL OF WASTE MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning on Owner's Property: Burning is not permitted on Owner's property.
- C. Removal from Owner's Property: Remove waste materials and unsuitable or excess soils and mulch from Owner's property. Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 31 10 01

SECTION 31 20 01 – EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Report of Subsurface Investigation.
 - 1. The geotechnical report is available to bidders as general information with regard to project and site conditions. However, the geotechnical report is not a part of the contract documents and is not a warranty or guarantee of subsurface conditions. Variations in subsurface conditions should be anticipated. Bidders should carefully inspect the site prior to bidding and will be provided reasonable access to perform independent explorations of subsurface conditions, if requested.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Preparing and grading subgrades for walks, lawn areas, and landscaping.
 - 2. Excavating, filling and backfilling for structures including future buildings.
 - 3. Base course for walks and pavements.
 - 4. Subsurface drainage backfill for trenches.
 - 5. Excavating and backfilling trenches.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
 - 1. Division 01 Sections for allowances, definitions and procedures.
 - 2. Division 31 Section "Site Preparation" for site stripping, grubbing, topsoil removal, and tree protection.
 - 3. Division 33 Section "Storm Drainage Utilities" for storm drainage.
 - 4. Division 32 Section "Planting" for finish grading, including placing and preparing topsoil for permanent and temporary grass seeding.
 - 5. Division 31 "Erosion and Sediment Controls", for all areas of the site that are graded or disturbed by any construction operations

1.3 UNIT PRICES

- A. Rock Measurement: Volume of rock actually removed, measured in original position, but not to exceed the following:
 - 1. 24 inches outside of concrete forms other than at footings.
 - 2. 12 inches outside of concrete forms at footings.
 - 3. 6 inches outside of minimum required dimensions of concrete cast against grade.
 - 4. 6 inches beneath bottom of concrete slabs on grade.
 - 5. 6 inches beneath invert elevation of pipe in trenches and 12 inches wider than pipe outside diameter.
 - 6. Additional rock removed beyond the limits outlined above to accommodate trench boxes, other removal methods, compaction equipment or other reasons shall not be included in the payment volume.
 - 7. Any materials paid by Unit Prices to replace excavated rock shall utilize these same measurement limits.
- B. Unsuitable Soil Measurement: Volume of soil actually removed, measured in original position, but not to exceed the limits directed by the Owner's Independent Testing Agency.

1. Additional soil excavated beyond the limits directed by the Owner's Independent Testing Agency; including lay-back of excavation walls, excavation to accommodate trench boxes or other shoring, etc.; shall not be considered Unsuitable Soil.
- C. Replacement Material Measurement: Volume exactly equal to that of the unsuitable soil or rock that was removed, measured in original position.
- D. Unit prices for unsuitable soil and rock removal shall include all work and materials as defined in Division 01 sections.

1.4 DEFINITIONS

- A. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed. Refer to the following section for additional definitions of classified excavations.
- B. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below base course, drainage fill, or topsoil materials.
- C. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from excavations.
- D. Surface Course: The top layer of the pavement structure placed on base course or subgrade.
- E. Base Course: Layer placed between the subgrade elevation and asphalt paving courses.
- F. Bedding Course: Layer placed over excavated subgrade in a trench before laying pipe.
- G. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the Architect. Unauthorized excavation, as well as remedial work directed by the Architect, shall be at the Contractor's expense.
- H. Structures: Buildings, future buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.
- I. Structural Areas: Areas identified as limits of future building area extending 10-ft beyond the limits of the future building area. Structural Areas in fill shall also include the area supporting the fill slope along a 1:1 slope to existing grade.
- J. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within future building lines.

1.5 EXCAVATION CLASSIFICATIONS

- A. Excavation Classifications: All excavation is classified as General Excavation except for Mass Rock, Trench Rock and Unsuitable Soil Materials as defined in this section.
 1. General Excavation: Excavation, removal and/or disposal of pavements and other obstructions visible on surface; underground structures, utilities, and other items indicated to be demolished and/or removed; together with soil, boulders, and other materials encountered that are not classified as rock, unsuitable soil, or unauthorized excavation.
 - a. Intermittent drilling, blasting, or ripping to increase production and not necessary to permit excavation of material encountered will be considered general excavation.
 - b. Soil (regardless of nature) or other debris encountered above proposed subgrade elevations shall be considered general excavation unless determined by the Architect to meet the definition of rock.

- c. In-place densification by vibratory and static rolling of existing soils at exposed subgrades, as described herein, shall be considered General Excavation.
2. Unsuitable Soil Excavation: Removal and disposal of soil materials or other debris encountered below proposed subgrade elevations which is deemed unsuitable to remain in place by the Architect or Owner's Independent Testing Agency.
 - a. Soil and/or other debris encountered above proposed subgrade elevations shall be considered general excavation.
 - b. Soil material which, in the opinion of the Architect or Owner's independent testing agency, can be repaired by scarifying, drying and recompacting or material which is made unsuitable by delay of work, lack of protection or other actions of the Contractor or his Sub-Contractors shall not be considered as unsuitable soil and shall be repaired or replaced by the Contractor at no additional cost to the Owner. Moisture content alone shall not be the determining factor as to the presence of unsuitable soil.
 - c. Any material moved or removed without the measurement by the Owner's independent testing agency and approval by the Architect will be considered as general excavation.
 - d. Surface topsoil, regardless of thickness encountered, shall not be considered unsuitable soil.
 - e. Stones, rocks and boulders not meeting classifications of rock shall not be considered unsuitable soil. Stones, rocks and boulders shall be removed from soil as necessary if soil is to be used as fill or backfill. Removed stones, rocks and boulders shall be removed from the site.
 - f. The unsuitable soil allowances shall be for unsuitable soils only and not for repair of weather-related deterioration of subgrade. These Allowances are not for required on-site cut and off-site fill necessary to bring subgrades and grades to elevations shown on drawings. Contractor shall be responsible for proper drying and dewatering procedures, as necessary, as part of his normal operations.
3. Mass rock Excavation: Removal, in Open Excavations, of rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1.5-cu.yd. that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted. In the event rock (as defined above) is encountered, the Contractor shall immediately notify the Architect.
 - a. Mass Rock Excavation Equipment: Late-model, track-type CAT D-8 crawler tractor operating at one mile per hour in the lowest available gear, and at the highest normal operating rpm pulling a sharp, single-toothed ripper. The Contractor shall provide equipment specification and test data verifying that the equipment to be used for demonstration purposes complies with the minimum requirements. The equipment shall be in good repair and in proper working condition. The Owner reserves the right to inspect and approve the equipment to be used for demonstration purposes. The Contractor shall demonstrate (at no additional cost) to the Architect or Owner's independent testing agency that the rock cannot be practically ripped with equipment equivalent that specified above without systematic drilling and blasting. Mass rock is defined as material which, after 1 hour of continuous ripping using the equipment described above, produces less than 30 cubic yards of removable material.
4. Trench Rock Excavation: Removal, in Trench Excavations, of rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1.0-cu.yd. that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted. In the event rock (as defined above) is encountered, the Contractor shall immediately notify the Architect.
 - a. Trench rock excavation equipment: Late-model, track mounted CAT 330 or equivalent hydraulic excavator equipped with a narrow (36" max) bucket with new rock teeth and

operating at the highest normal operating RPM. The Contractor shall provide equipment specification and test data verifying that the equipment to be used for demonstration purposes complies with the minimum requirements. The equipment shall be in good repair and in proper working condition. The Owner reserves the right to inspect and approve the equipment to be used for demonstration purposes. Trench rock is defined as material which, after 1 hour of continuous digging using the equipment described above, removes less than 10 cubic yards of material.

5. Classified excavation requirements:

- a. Excavations more than both 10 feet in width and more than 30 feet in length are defined as Open Excavations. Excavations less than both 30 feet in width and less than 30 feet in length are defined as Trench Excavations.
- b. Contractor shall expose and clean the rock material for inspection and measurement by the Architect.
- c. Do not excavate rock or unsuitable soil until it has been classified and cross-sectioned by the Owner's independent testing agency or Architect. Any material moved or removed without the measurement by the Owner's independent testing agency and approval by the Architect will be considered as General Excavation.
- d. The Architect shall be the final judge on what is classified as unsuitable or rock excavation.
- e. The contractor may be required to provide equipment specification data verifying that the above minimum-rated equipment will be used for demonstration purposes. The equipment shall be in good repair and in proper working condition.
- f. Rippable rock, weathered rock or overburden which is not classified as rock according to the above definitions shall be considered General Excavation.

1.6 SUBMITTALS

- A. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Test Reports: In addition to test reports required under field quality control, submit the following:
 1. Laboratory analysis of each soil material proposed for fill and backfill from on-site and borrow sources.
 2. One optimum moisture-maximum density curve for each soil material.
 3. Reports of all laboratory and field tests including evaluations of subgrades and foundation bearing conditions.
 4. Reports of Special Inspections.
- C. Report of rock or unsuitable soil removal with quantities confirmed in writing by the Architect or Owner's independent testing agency.

1.7 QUALITY ASSURANCE

- A. Codes and Standards: Perform earthwork complying with requirements of authorities having jurisdiction. Any earthwork required for preparation of parking areas and drives shall comply with current NCDOT Standard Specifications as per the North Carolina Construction Manual.
- B. Testing and Inspection Service: Owner will employ a qualified independent geotechnical engineering testing agency to classify proposed on-site and borrow soils to verify that soils comply with specified requirements and to perform required field and laboratory testing.
- C. Special Inspections: Owner will employ a qualified Special Inspector or Special Inspection Agency to perform verification and inspection of earthwork construction in accordance with NC State Building Code.
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Division 1

1. Before commencing earthwork, meet with representatives of the governing authorities, Owner, Architect, consultants, Geotechnical Engineer, independent testing agency, and other concerned entities. Review earthwork procedures and responsibilities including testing and inspection procedures and requirements. Notify participants at least 3 working days prior to convening conference. Record discussions and agreements and furnish a copy to each participant.

1.8 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted in writing by the Architect and then only after acceptable temporary utility services have been provided.
 1. Provide a minimum 48-hours' notice to the Architect and receive written notice to proceed before interrupting any utility.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shutoff services if lines are active.

1.9 PAYMENT

- A. General Excavation: All general excavation to the lines and grades indicated on the drawings including all necessary off-site disposal of excess materials and/or off-site borrow of fill materials shall be included in the base bid.
 1. No statement is made or implied that the on-site grading and earthwork indicated on the drawings is balanced.
- B. Unsuitable Soil Material Excavation: Unsuitable soil material excavation will be paid by unit prices included in the Contract Documents.
 1. Unused amounts of monies included under allowances shall be credited to the Owner by deduct change order.
- C. Rock Excavation: Mass rock and Trench rock excavation will be paid by unit prices included in the Contract Documents.
 1. Unused amounts of monies included under allowances shall be credited to the Owner by deduct change order.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide approved borrow soil materials from off-site when sufficient approved soil materials are not available from excavations.
- B. Satisfactory Soil Materials: ASTM D 2487 soil classification groups GW, GC, GP, GM, ML, CL, SW, SP, SC, and SM; free of rock or gravel larger than 2 inches (50 mm) in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter. Additionally, satisfactory soil for use as fill in Structural Areas shall meet the following:
 1. SC, SM and SP.
 2. Sand with less than 12% fines (silt and clay) shall not be used without adequate drainage installed as it may create perched water tables.
- C. Unsatisfactory Soil Materials: ASTM D 2487 soil classification groups MH, CH, OL, OH, and PT. Soils having a Plasticity Index greater than 20 and a Liquid Limit greater than 50 are also unsatisfactory.

- D. Unsuitable Soil: Refer to paragraph 1.5 of this Section.
- E. Backfill and Fill Materials: Satisfactory soil materials.

2.2 PROCESSED AGGREGATE MATERIALS

- A. Base Course Material: Type A aggregate base course meeting the requirements of Section 520 of NCDOT "Standard Specifications for Roads and Structures."
- B. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- C. Bedding Material: #57 washed stone.
- D. Drainage Fill: #57 washed stone.
- E. Filtering Material: #57 washed stone.

2.3 FLOWABLE FILL

- A. Flowable fill shall consist of a lean concrete mixture of portland cement, aggregate and water. Water reducing and air-entraining admixtures may be added at the option of the Contractor.
 - 1. Material shall comply with the requirements of Division 03 Section, Cast-in-Place Concrete.
 - 2. The proportions of the mix shall be determined by the Contractor to obtain a compressive strength of 100-300-psi at 28-days.

2.4 ACCESSORIES

- A. Drainage (Filter) Fabric: Nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
 - 1. Grab Tensile Strength: 110 lbf (490 N); ASTM D 4632.
 - 2. Tear Strength: 40 lbf (178 N); ASTM D 4533.
 - 3. Puncture Resistance: 50 lbf (222 N); ASTM D 4833.
 - 4. Water Flow Rate: 150 gpm per sq. ft. (100 L/s per sq. m); ASTM D 4491.
 - 5. Apparent Opening Size: No. 50 (0.3 mm); ASTM D 4751.
- B. Separation/Stabilization Fabric: Woven geotextile, specifically manufactured for use as a separation and or stabilization geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
 - 1. Grab Tensile Strength: 200 lbf (890 N); ASTM D 4632.
 - 2. Tear Strength: 75 lbf (333 N); ASTM D 4533.
 - 3. Puncture Resistance: 90 lbf (400 N); ASTM D 4833.
 - 4. Water Flow Rate: 4 gpm per sq. ft. (2.7 L/s per sq. m); ASTM D 4491.
 - 5. Apparent Opening Size: No. 30 (0.6 mm); ASTM D 4751.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- D. Site Maintenance: The Contractor shall be responsible to take whatever measures are necessary to ensure reasonable accessibility to and on the construction site so that undue delays are avoided under normal weather conditions. These measures shall include, but not be limited to, the following:
 - 1. Maintaining the surface of the soils in a manner to promote drainage runoff and avoid ponding of water, especially prior to predicted rain events.
 - 2. Avoiding operation of temporary water sources or hoses in a manner which will cause unnecessary and repeated wetting of the site.
 - 3. Fill in severely rutted areas which are ponding water during the construction activities or after rain events with drainage fill material to assist drying and allow construction activities to continue.
 - 4. Provide drying of surface soils and soils intended for filling or backfilling as required to promote accelerated drying of those materials.
 - 5. After successful drying efforts or prior to predicted rain events, grade the areas back to a smooth condition to promote drainage runoff.
 - 6. Controlling vehicular traffic, both construction and personal on the site in a manner to prevent undue damage to soils whenever possible and practical.
 - 7. Providing temporary staging areas of crushed stone or other materials around the construction site which will better withstand the weather and traffic and keep the site accessible immediately or shortly after rain events.
 - 8. Provide de-watering equipment for any areas collecting water which may affect construction or soil densities under built areas.
 - 9. Any claims for weather related delays considered shall be considered with particular attention paid to the Contractor's efforts in regard to the above requirements

3.2 DEWATERING

- A. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system to keep subgrades dry and convey groundwater away from excavations. Maintain until dewatering is no longer required.
- C. Design, furnish, install, test, operate, monitor, and maintain temporary dewatering systems of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
 - 1. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls as needed.
 - 2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.
 - 3. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, prevention of flooding in excavation, and prevention of damage to subgrades and permanent structures.
 - 4. Prevent surface water from entering excavations by grading, dikes, or other means.
 - 5. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
 - 6. Remove dewatering system when no longer required for construction.

- D. Soft wet soils, if present at the surface, shall be dried and compacted in place by the Contractor and be stable under proofrolling prior to placing fill. Drying shall be accomplished by discing, plowing or other means necessary and shall be included in the Contractor's bid. Site soils are typical of the area and susceptible to loss of strength if they become wet, resulting in softening and rutting during construction. Site soils are extremely moisture sensitive, therefore, the Contractor shall take active and aggressive steps to dry soil materials wet of optimum to maintain construction progress through the work and to maintain access to and around the construction. The Contractor, at his option and cost may remove unstable, wet materials and replace with available fill materials in lieu of accomplishing soil drying procedures.

3.3 EXPLOSIVES

- A. Explosives: Explosives shall not be used.

3.4 STABILITY OF EXCAVATIONS

- A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations. Contractor is responsible for ensuring all excavation operations and other construction comply with applicable OSHA requirements. Contractor shall provide temporary shoring and bracing as needed to construct the proposed improvements and comply with the above requirements.

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated slopes, lines, depths, and invert elevations.
 - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit, unless otherwise indicated.
 - 1. Clearance: As indicated
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove stones and sharp objects to avoid point loading.
 - 1. For pipes or conduit less than 6 inches (150 mm) in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
 - 2. For pipes and conduit 6 inches (150 mm) or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
 - 3. Where encountering rock or another unyielding bearing surface, carry trench excavation 6 inches (150 mm) below invert elevation to receive bedding course.
- D. Soil excavated from trenches that is to be used as backfill or fill shall be moisture conditioned as needed prior to placement and compaction as backfill or fill.

3.6 IMPROVEMENT AND TESTING OF SUBGRADE PRIOR TO PLACING FILL OR OTHER IMPROVEMENTS

- A. Notify Architect or Owner's independent testing agency when excavations have reached required subgrade.
- B. After stripping is complete the exposed subgrade shall be densified in place and then proofrolled as specified below.
- C. In-Place Densification: Existing subgrade soils shall be densified in-place with a medium weight vibratory roller to improve the support of the exposed subgrade soils.

1. At least three passes shall be made in each orthogonal direction.
 2. Vibratory rolling shall be performed during dry weather. If water is brought to the surface during vibratory rolling, discontinue rolling until the water subsides.
 3. Static rolling shall be employed within 30-ft of existing structures to reduce the risk of damage caused by vibrations.
 4. Allow pore pressures to dissipate for at least 12 hours following completion of vibratory rolling. After waiting period, perform proofrolling of the densified area.
 5. The rolling operations shall be observed by the Owner's independent testing agency.
- D. Proofrolling: Subgrade soils shall be proofrolled with a fully loaded dual wheel tandem axle dump truck or similar construction equipment. Four passes shall be made in each orthogonal direction. The proofrolling operation shall be observed by the Architect or Owner's independent testing agency. Should any area fail to tighten up after proofrolling and continue to rut and/or pump, the soil shall be scarified and moistened or aerated and recompact and/or re-densified in-place with a vibratory roller. Repeat proofrolling operations.
- E. When Architect or Owner's independent testing agency determines that unforeseen unsuitable soil is present, continue excavation and replace with compacted backfill or fill material as directed.
1. Unforeseen additional excavation and replacement with suitable material approved by the Architect will be considered unsuitable material and will be paid by unit prices included in the Contract Documents. Refer to Division 1 Sections.
- F. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect. Install french drains at design subgrade if directed by the Owner's independent testing agency and approved by the Architect.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending indicated bottom elevation of concrete foundation or footing to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position when acceptable to the Architect.
1. Fill unauthorized excavations under other construction as directed by the Architect or the Owner's independent testing agency.
- B. Where indicated widths of utility trenches are exceeded, provide stronger pipe, or special installation procedures, as required by the Architect.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile excavated materials acceptable for backfill and fill soil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent wind-blown dust.
1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 BACKFILL

- A. Backfill excavations promptly, but not before completing the following:
1. Acceptance of construction below finish grade including, where applicable, damp-proofing, waterproofing, and perimeter insulation.
 2. Surveying locations of underground utilities for record documents.
 3. Testing, inspecting, and approval of underground utilities.

4. Concrete formwork removal.
5. Removal of trash and debris from excavation.
6. Removal of temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
8. Removal of objectionable materials, including rocks larger than acceptable size, from backfill soils.

3.10 UTILITY TRENCH BACKFILL

- A. Place and compact bedding course on rock and other unyielding bearing surfaces and to fill unauthorized excavations. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B. Pipe sleeves and concrete backfill trenches that carry below or pass under footings and that are excavated within 18 inches (450 mm) of footings. Place concrete to level of bottom of footings. Contact the Architect or the Owner's independent testing agency to coordinate details, procedures and possible alternatives.
- C. Provide 4 inch (100 mm) thick concrete base slab support for piping or conduit less than 30 inches (750 mm) below surface of roadways. After installation and testing, completely encase piping or conduit in a minimum of 4 inches (100 mm) of concrete before backfilling or placing roadway base course.
- D. Place and compact initial backfill of satisfactory soil material or base course material, free of particles larger than 1 inch (25 mm), to a height of 12 inches (300 mm) over the utility pipe or conduit.
 1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
 2. Moisture condition soil materials as needed prior to placement as backfill.
- E. Coordinate backfilling with utilities testing.
- F. Fill voids with approved backfill materials as shoring and bracing, and sheeting is removed.
- G. Place and compact final backfill of satisfactory soil material to final subgrade.
 1. Moisture condition soil materials as needed prior to placement as backfill.
- H. Install detectable warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

3.11 FILL

- A. Preparation: Remove vegetation, topsoil, debris, wet, frozen, and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills.
 1. Plow, strip or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface.
- B. Perform in-place densification of subgrade and obtain approval of subgrade as specified prior to placing fill.
- C. Obtain approval of fill materials. Remove all objectionable materials, including stones larger than acceptable size, from fill materials.
- D. Place fill material in layers to required subgrade elevations for each location listed below.
 1. Under grass, use satisfactory excavated or borrow soil material.

2. Under future building areas and other structural areas use base course material, or satisfactory excavated or borrow soil material.

E. Following placement of fill the subgrade of future building and pavement areas shall be proofrolled as described in the Field Quality Control section. The proofrolling operation shall be observed by the Owner's testing agency. Should any area fail to tighten up after proofrolling and continue to rut and/or pump, the soil shall be scarified and moistened or aerated and recompacted. Repeat proofrolling operations.

F. Overbuild Deep Fill Slopes: Fill slopes shall be overbuilt a sufficient distance and then cut back to achieve required compaction at the design slope surface.

3.12 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace or scarify and air-dry satisfactory soil material that is too wet to compact to specified density.

a. Stockpile or spread and dry removed wet satisfactory soil material.

3.13 COMPACTION

A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly along the full length of each structure.

C. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of maximum dry density according to ASTM D698 Standard Proctor:

1. Under areas of future buildings:
 - a. Compact each layer of backfill or fill material at 95% of the standard Proctor Density (ASTM D-698).
 - b. Compact each layer of the final 12-in of backfill material in future building areas at 98% of the standard Proctor Density (ASTM D-698).
 - c. Moisture content of the fill during placement shall be kept within +/-2% of optimum.
2. Under lawn or unpaved areas, compact the top 6 inches below subgrade and each layer of backfill or fill material at 90 percent maximum dry density.

3.14 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between existing adjacent grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.

B. Site Grading: Slope grades to direct water away from existing and future buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 1.2 inches (0.10 foot).
2. Walks: Plus or minus 1.2 inches (0.10 foot).
3. Future Building Areas: Plus or minus 1/2 inch (0.05 foot).

3.15 FIELD QUALITY CONTROL

- A. Owner's Independent Testing Agency Services: Allow testing agency to evaluate and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.
 - 1. Perform testing and evaluation of borrow or fill soils for compliance with material specifications of this Section.
 - 2. Perform field in-place density tests according to ASTM D 1556 (sand cone method), ASTM D6938 (nuclear gauge method) or equal as determined by the Owner's independent testing agency.
 - a. Future Building Areas: At subgrade and at each compacted fill, backfill layer, and aggregate base course layer, perform at least one field in-place density test for every 2,500 sq.ft. or less of building area and every 5,000 sq.ft. or less of paved area, but in no case fewer than three tests. Observe proofrolling of finished subgrade and aggregate base course.
 - b. Trench Backfill: Perform at least one field in-place density test per 2 feet of backfill per 100 linear feet or less of trench, but no fewer than two tests per trench per day.
 - c. Non-Structural Areas: Field density and moisture content tests shall be performed on the fill and backfill at a rate of at least one test per every 15,000 square feet of area being filled.
 - 3. Observe proof-rolling as described herein.
 - 4. Refer to Special Inspections section below for testing within future building limits.
- B. When testing agency reports that subgrades, fills, or backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, recompact and retest until required density is obtained. Contractor shall be responsible for all costs associated with re-testing required due to failed compaction.
- C. Proofrolling: Subgrade to receive fill, finish subgrade of future building or pavement areas, and aggregate base courses shall be proofrolled with a fully loaded dual wheel tandem axle dump truck or similar construction equipment. Four passes shall be made in each orthogonal direction. The proofrolling operation shall be observed by the Owner's testing agency. Should any area fail to tighten up after proofrolling and continue to rut and/or pump, the soil shall be scarified and moistened or aerated and recompact. Repeat proofrolling operations.

3.16 SPECIAL INSPECTIONS

- A. Allow Special Inspections and tests to be performed by the Special Inspector or Special Inspection Agency.
- A. Verification and inspection of earthwork construction shall be in accordance with the applicable sections of the current North Carolina State Building Code, and as follows:
 - 1. Review laboratory test reports, certificates of compliance, or other data submitted to show compliance with specifications, and conduct field inspections and tests during earthwork operations as necessary to verify compliance with the contract documents.
 - 2. All site stripping and proofrolling operations shall be observed and monitored. Verify suitability of subgrade prior to installation of fill.
 - 3. At footing subgrades, test each soil stratum to verify design bearing capacities. Verification and approval of footing subgrades may be based on a comparison of subgrade with test data. Perform additional testing as necessary.
 - 4. Test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

- a. Future Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of building slab, but in no case fewer than three tests.
 - b. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 50 feet or less of wall length, but no fewer than two tests.
 - c. Trench Backfill in Future Building Areas: At each compacted initial and final backfill layer, at least one test for every 50 feet or less of trench length, but no fewer than two tests.
- B. Allow Special Inspector to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements
 - C. When subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.
 - D. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.
 - E. Additional testing performed to determine compliance of corrected work with specified requirements shall be at Contractor's expense.

3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace material to depth directed by the Architect or Owner's independent testing agency; reshape and recompact at optimum moisture content to the required density.
- C. Settling: Where settling occurs during the Project correction period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the Owner's property.

END OF SECTION 31 20 01

SECTION 31 25 01 - EROSION & SEDIMENT CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following: Soil erosion and sedimentation control for all areas of the site that are graded or disturbed by any construction operations and elsewhere as indicated on the Drawings or specified herein. Erosion control shall be as specified herein and as may be required by actual conditions and governing authorities.
- B. The Contractor is fully responsible for all applicable permits and approvals for off-site borrow and waste areas.
- C. The Contractor shall have full responsibility for the construction and maintenance of erosion control and sedimentation control facilities as shown on the Drawings and as specified herein. The Contractor shall at all times provide the operation and maintenance necessary to operate the permitted sediment and erosion controls at optimum efficiency.
- D. The Contractor shall provide permanent or temporary ground cover as soon as possible over disturbed areas of the site, and shall provide permanent or temporary ground cover in no more than 14 days after construction activities have permanently or temporarily ceased over the disturbed area. Temporary or permanent ground cover shall be provided on slopes within 7 days after construction activities have permanently or temporarily ceased.
- E. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 31 Section "Site Clearing"
 - 2. Division 31 Section "Earth Moving"
 - 3. Division 32 Section "Planting"

1.3 PRODUCT HANDLING

- A. Deliver seed, fertilizer and other packaged materials in unopened original packages with labels legible and intact. Seed packages shall bear a guaranteed analysis by a recognized authority.
- B. On-site storage of materials shall be kept to a minimum. Wet or damaged seed or other material shall be removed from the project site immediately.

1.4 MONITORING AND RECORD KEEPING

- A. Contractor shall abide by all conditions of the General Permit to Discharge Stormwater under the National Pollutant Discharge Elimination System (NPDES), Permit No. NCG010000 (obtain copy from Owner) and the general requirements listed below. NPDES General Permit No. NCG010000 can be viewed at:
https://files.nc.gov/ncdeq/Energy%20Mineral%20and%20Land%20Resources/Stormwater/NCG010000_Final_Permit_2019_04_01.pdf
- B. All sediment and erosion control devices and facilities shall be inspected at least once every seven (7) calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24 hour period.

- C. Stormwater discharges shall be inspected by observation for stormwater discharge characteristics (as listed below) at the above frequency to evaluate the effectiveness of the sediment control facilities, devices or practices. Observations shall be made at all stormwater discharge outfalls and other locations where concentrated stormwater discharges from the site. Observations shall be qualitative, no analytical testing or sampling is required. If any visible off-site sedimentation is leaving the site, corrective action shall be taken to reduce the discharge of sediments.
1. Color.
 2. Odor.
 3. Clarity.
 4. Floating solids.
 5. Suspended solids.
 6. Foam.
 7. Oil sheen.
 8. Other obvious indicators of stormwater pollution.
- D. The contractor shall perform and keep records of the above inspections. Visible sedimentation found off the site shall be recorded with a brief explanation as the measures taken to prevent future releases as well as any measures taken to clean up the sediment that has left the site. This record shall be made available to the Owner, Architect and governmental authorities.

PART 2 - PRODUCTS

2.1 SOIL AMENDMENTS AND SEED

- A. Refer to Division 32 Section "Planting".

2.2 MISCELLANEOUS

- A. Gravel for Stone Filters: Washed No. 57 stone or as indicated on the drawings.
- B. Silt Fence Fabric: A synthetic filter fabric or a pervious sheet of polypropylene, nylon, polyester, or polyethylene yarn, which is certified by the manufacturer or supplier as conforming to the following requirements.
1. Tensile Strength (Grab): 90 x 90-lbs. min., ASTM D 4632.
 2. Permittivity: 0.05-sec⁻¹ min., ASTM D 4491.
 3. Apparent Opening Size: #30 US Sieve (0.60-mm) max., ASTM D 4751.
 4. UV Resistance (500-hrs): 70%, ASTM D 4355.
- C. Filter Fabric (for installation under riprap): Woven geotextile fabric, apparent opening size no larger than US Standard Sieve no. 70, min. grab strength of 120-lbs.
- D. Polyacrylamide (PAM) Turbidity Control Log: Soil specific tailored, solid form PAM product containing blends of water treatment components and polyacrylamide co-polymer for water clarification (25 NTU max. at outlet of sediment basin) and erosion control. Product shall be designed for site specific soil and water conditions. APS-700 Series Floc Log by Applied Polymer Systems, Inc. or approved equal.
- E. Dewatering Silt Bag: Permeable, non-woven geotextile bag manufactured to accept and filter pumped, sediment-laden water from dewatering activities. Silt bag shall be sized as appropriate for the dewatering pump discharge rate and shall be fitted with a fill spout large enough to accommodate the discharge piping of the dewatering pump. Silt bag shall be Dirtbag as manufactured by ACF Environmental, Inc. or approved equal.
- F. Compost Filter Sock: Three-dimensional tubular sediment control device comprised of an organic compost filter media contained in a tubular knitted mesh sock.

1. Filter media shall be mature compost that has been certified by the US Composting Council's Seal of Testing Assurance Program and meeting the following specifications.
 - a. pH: 5.0 – 8.5.
 - b. Moisture Content: < 60%.
 - c. Organic Matter: >25%, dry weight.
 - d. Particle Size: 99% passing 2-in sieve, 30-50% passing 3/8-in sieve.
2. Filter sock netting shall be 5-mm thick continuous HDPE filament, tubular knitted mesh with 3/8-in openings. Filled sock shall be a minimum of 12-in in diameter.
3. Stakes shall be 2x2-in x 3-ft wooden stakes.

2.3 INLET PROTECTION MEASURES

- A. Manufactured Inlet Sediment Control Device: Storm drainage inlet sediment control device shall be manufactured from woven polypropylene geotextile to fit the opening of a catch basin or drop inlet to filter sediment from runoff entering the inlet. The device shall be a High Flow Siltsack as manufactured by ACF Environmental, Inc. or approved equal. Device shall be provided with an integral curb deflector if installed at a catch basin with a vertical opening adjacent to a horizontal grate.

2.4 CHANNEL AND SLOPE MATTING

- A. Channel Matting: Erosion Control blankets for installation in channels shall be a machine-produced mat of curled wood fiber (excelsior) or synthetic polypropylene fiber as specified below. The blanket shall be of consistent thickness with the fiber evenly distributed over the entire area of the mat. The blanket shall be covered with a photo degradable plastic netting secured to the fiber mat. Channel liners shall be excelsior mat unless otherwise indicated on the drawings.

1. Excelsior Mat:
 - a. Fiber: Curled wood excelsior of 80% six inch or longer fiber length with a consistent width of fibers evenly distributed throughout the mat. Mat shall be smolder resistant with no chemical additives.
 - b. Top and Bottom Netting: Photo degradable extruded plastic netting with maximum mesh size of 3/4" x 3/4".
2. Wire Staples: 16 gauge steel wire, with minimum of 3" top and 6" long legs. 1.75 staples per square yard of matting minimum.

- B. Slope Matting: Erosion Control blankets for installation on slopes (not channels) shall be a machine-produced mat of crimped wood fiber and/or other degradable fibers manufactured without nets or threads. Staples or stakes used to secure the mat shall be wood or 100% biodegradable natural material. No nets or metal staples shall be used on any areas other than within channels.

1. Excelsior Mat:
 - a. Fiber: Net-free, curled wood excelsior of 80% six inch or longer fiber length with a consistent width of fibers evenly distributed throughout the mat. Mat shall be smolder resistant with no chemical additives.
2. Stakes or Staples: Wood or 100% biodegradable natural material with additive to cause breakdown and 100% degradation within 24-36 months after installation.

2.5 RIPRAP

- A. Riprap: Provide riprap of the class and quantity indicated on the Drawings. While no specific gradation is required, the various sizes of the stone shall be equally distributed within the required size range. The size of an individual stone shall be determined by measuring its long dimension. Stone shall meet the

requirements of the following table for class and size distribution. No more than 5% of the material furnished can be less than the minimum size specified nor no more than 10% of the material can exceed the maximum size specified.

REQUIRED STONE SIZES - INCHES			
CLASS	MINIMUM	MIDRANGE	MAXIMUM
A	2	4	6
B	5	8	12
1	5	10	17
2	9	14	23

PART 3 - EXECUTION

3.1 GENERAL

A. Existing Structures and Facilities

1. Existing structures, facilities, and water courses shall be protected from sedimentation.
2. The Contractor shall be responsible for the construction of necessary measures, and all costs shall be at the expense of the Contractor.
3. Items to be protected from sedimentation deposits shall include, but are not limited to, all downstream property, natural waterways, streams, lakes and ponds, catch basins, drainage ditches, road gutters, and natural buffer zones.
4. Control measures such as the erection of silt fences, barriers, dams, or other structures shall begin prior to any land disturbing activity. Additional measures shall be constructed as required during the construction.
5. All facilities installed shall be maintained continuously during construction until the disturbed areas are stabilized. Contractor shall remove all erosion control measures at the end of the project at his expense unless otherwise directed by the Owner or his representative.
6. Perform monitoring and record keeping as specified in this section.

3.2 PROTECTIVE MEASURES

A. Protective measures shall conform to all State and Local requirements.

B. Construction and maintenance of sediment and erosion control measures shall be in accordance with all applicable laws, codes, ordinances, rules and regulations.

1. Silt Fence: Hog wire or wire mesh fastened to posts as recommended by the Manufacturer and covered with silt fabric.
2. Berms and Diversion Ditches: These shall be graded channels with a supporting ridge on the lower side constructed across a sloping land surface. Diversion ditches and berms shall be planted in vegetative cover as soon as completed.
3. Mulching: Mulching shall be used to prevent erosion and to hold soil and seed in place during the establishment of vegetation.
4. **Matting: Temporary slope and channel matting shall be used for temporary stabilization during the establishment of seeded cover in all grassed ditches, channels, long slopes, and steep banks (6:1 or steeper) and additional areas as indicated on plans.** Matting shall be installed on any area on site as needed to provide temporary stabilization whether or not matting is indicated on the plan. Install as indicated or per manufacturer's instructions. The installation of matting may be waived by the Architect if surface stabilization is obtained by other methods within the appropriate and agreed time frames. If adequate stabilization is not obtained, the Contractor shall install matting where required at no additional cost to the Owner.
5. Build Berm, Pits and Gravel Filter as shown on Drawings. Maintain during construction to keep erosion and sedimentation to a minimum. When it is necessary to remove berm, pits, and gravel, return area to required profiles and condition.

6. Construction Entrances: Construct all entrances in accordance with plans. Maintain all ingress/egress points to prevent tracking of soil onto the Owner's, public or private roads. Any soil that is tracked onto the roads shall be removed immediately.
7. Riprap: Stone shall be graded so that the smaller stones are uniformly distributed throughout the mass. Stone may be placed by mechanical methods, augmented by hand placing where necessary, provided that when the riprap is completed it forms a properly graded, dense, neat layer of stone.
8. Manufactured Inlet Sediment Control Device: Install device in accordance with manufacturer's instructions and install a curb deflector if appropriate. Inspect device after each rain event and at intervals not exceeding two weeks during construction. Remove, empty, clean, and replace the device as needed during construction. Empty collected sediment in approved, protected location. Remove and dispose of device following full and permanent stabilization of the contributing drainage area.
9. PAM Turbidity Logs: At a minimum, install logs in drainage structures located immediately upstream of sediment basins and traps. Install additional logs in any other locations indicated on the drawings. Install per manufacturer's instructions. Check logs regularly and after every runoff producing rainfall and replace as needed throughout the duration of construction.
10. Dewatering Silt Bag: Install silt bag on an undisturbed slope so incoming water flows downhill through the bag without causing erosion. Remove and replace silt bag when device no longer drains efficiently due to accumulated sediment in bag. Empty bag within disturbed limits of the site protected by other sediment control measures.
11. Compost Filter Logs: Stake filter log every 10-ft. Drive stakes through the center of the log and 1-ft into the ground. If sock netting must be joined, fit beginning of the new sock over the end of the old sock, overlapping by 1-2 ft. Fill with compost and stake the joint.
12. Other Measures: Other methods of protecting existing structures and facilities, such as vegetative filter strips, diversions, rip-rap, baffle boards, and ditch checks used for reduction of sediment movement and erosion, may be used at the option of the Contractor when approved by the appropriate State or local authorities.

C. Provide the following, at a minimum, to prevent windblown dust.

1. Apply straw mulch and establish temporary or permanent ground cover on exposed soil where work is not being actively performed.
2. Cover or establish vegetative cover on stockpiles.
3. Apply water or other approved dust suppressant as needed to soil surfaces before they become excessively dry.
4. Sweep and collect soil that has been tracked onto paved surfaces.

3.3 STABILIZATION

- A. Permanently protect stabilized areas prior to the removal of protective devices.
- B. After the final establishment of permanent stabilization, remove temporary sediment control measures. Re-spread accumulated sediments as specified.
- C. Permanently stabilize all areas disturbed by the removal and re-spreading operations immediately.

3.4 TEMPORARY SEEDING

- A. In accordance with the schedule as detailed on the drawings.

3.5 PERMANENT SEEDING

- A. In accordance with the schedule as detailed on the drawings.

3.6 MULCHING AND MATTING

- A. Apply mulch or matting to retain soil and grass.

- B. Mulch areas with slope greater than 5% by spreading a light cover of mulch over seeded area at the rate of not less than 85 lbs. per 1000 sq. ft.
- C. Install temporary matting in all grassed ditches, channels, long slopes, and steep banks (6:1 or steeper) and additional areas indicated on plans or where extra protection from erosion is needed.

END OF SECTION 31 25 01

SECTION 32 13 14 - CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes exterior portland cement concrete paving for the following:
 - 1. Walkways.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 31 Section "Earth Moving" for subgrade preparation, grading and subbase course.
 - 2. Division 03 Section "Cast-in-Place Concrete" for general building applications of concrete.

1.3 SUBMITTALS

- A. General: Submit the following according to the Conditions of the Contract and Division 01 Specification Sections.
- B. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, joint systems, curing compounds, dry-shake finish materials, and others if requested by Architect.
- C. Design mixes for each class of concrete. Include percentage of recycled content (20% minimum). Include revised mix proportions when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

1.4 QUALITY ASSURANCE

- A. Concrete Standards: Comply with provisions of the following standards, except where more stringent requirements are indicated.
 - 1. American Concrete Institute (ACI) 301, "Specifications for Structural Concrete for Buildings."
 - 2. ACI 318, "Building Code Requirements for Reinforced Concrete."
 - 3. ACI 330R, "Guide for the Design and Construction of Concrete Parking Lots."
 - 4. Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice."
- B. Concrete Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
- C. Concrete Testing Service: Engage a qualified independent testing agency to perform materials evaluation tests and to design concrete mixes.
- D. All work within any NCDOT right-of-way shall conform to the requirements of the current version of the NCDOT's Policies and Procedures for Accommodating Utilities on Highway Rights of Way, the provisions and conditions of the encroachment agreement(s), and other applicable NCDOT standards and policies. The encroachment agreement(s) are considered part of the project specifications by reference. Copies of the agreement(s) will be provided upon request from the Architect.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
 2. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

2.2 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
1. Use flexible or curved forms for curves with a radius 100 feet or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use one of the following cementitious materials, of the same type, brand, and source throughout the Project:
1. Portland Cement: ASTM C 150, portland cement, Type I, II, or III.
 - a. Fly Ash: ASTM C 618, Class F. Up to 30% by weight of required cement content, with 1.0-lbs Fly Ash per 1-lb of cement replaced.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120 with 1-lb slag per 1-lb of cement replaced.
- B. Normal-Weight Aggregates: ASTM C 33, Class 3S coarse aggregate, uniformly graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar pavement applications and service conditions using similar aggregates and cementitious materials.
1. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.
 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M, potable.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.4 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
- E. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

2.5 RELATED MATERIALS

- A. Expansion and Isolation Joint Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

2.6 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
 - 1. Compressive Strength (28 Days): 3500 psi, or 3000 psi as indicated on the drawings.
 - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: As specified by NCDOT Standard Specifications for class of concrete indicated.
 - 3. Slump Limit: Maximum 3.5 inches for non-vibrated, maximum 4 inches for vibrated.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
 - 1. Air Content: 5-1/2 percent plus or minus 1.5 percent for 1-1/2-inch (38-mm) nominal maximum aggregate size.
 - 2. Air Content: 6 percent plus or minus 1.5 percent for 1-inch (25-mm) nominal maximum aggregate size.
 - 3. Air Content: 6 percent plus or minus 1.5 percent for 3/4-inch (19-mm) nominal maximum aggregate size.
- D. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use admixtures in concrete, as required, for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- E. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements as follows:
 - 1. Fly Ash: 30 percent.
 - 2. Ground Granulated Blast-Furnace Slag: 50 percent.
 - 3. Combined Fly Ash, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash not exceeding 20 percent.

2.7 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.
 - 1. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 - 1. For concrete mixes of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
 - 2. For concrete mixes larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
 - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

- A. Ensure subgrade is graded for proper drainage. Repair as needed to avoid ponding on final pavement surfaces.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for paving to required lines, grades, and elevations. Install forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement. Set forms to ensure positive drainage and compliance with ADA and Building Code requirements.
- B. Check completed formwork and screeds for grade and alignment to following tolerances:
 - 1. Top of Forms: Not more than 1/8 inch in 10 feet.
 - 2. Vertical Face on Longitudinal Axis: Not more than 1/4 inch in 10 feet.
- C. Clean forms after each use and coat with form release agent as required to ensure separation from concrete without damage.

3.3 JOINTS

- A. General: Refer to the project plans and details for additional requirements.
 - 1. Construct contraction, construction, and isolation joints true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to the centerline, unless indicated otherwise.
 - 2. When joining existing paving, place transverse joints to align with previously placed joints, unless indicated otherwise.

- B. Contraction (Control) Joints: Provide weakened-plane contraction joints, sectioning concrete into areas as indicated below unless shown otherwise on Drawings. Construct contraction joints for a depth equal to at least 1/4 of the concrete thickness, as follows:
1. Tooled Joints: Form contraction joints in fresh concrete by grooving and finishing each edge of joint with a radiused jointer tool.
 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into hardened concrete when cutting action will not tear, abrade, or otherwise damage surface and before development of random contraction cracks.
 3. Inserts: Form contraction joints by inserting premolded plastic, hardboard, or fiberboard strips into fresh concrete until top surface of strip is flush with paving surface. Radius each joint edge with a jointer tool. Carefully remove strips or caps of two-piece assemblies after concrete has hardened. Clean groove of loose debris.
 4. Spacing:
 - a. Sidewalk (4-in thick slabs): Locate contraction joints at 5-ft max. intervals, each way in concrete sidewalks unless shown otherwise. Locate contraction joints in sidewalks less than 8-ft in width at 5-ft intervals across the walk. Locate contraction joints in sidewalks of 8-ft and greater width at 5-ft intervals across the walk and equally section the walk lengthwise with joints at 5-ft. max. intervals (example: an 8-ft wide walk shall have contraction joints at 5-ft. spacing across the walk and one joint dividing the walk lengthwise into two, equal 4-ft sections.)
- C. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than 1/2 hour, unless paving terminates at isolation joints.
1. Continue reinforcement across construction joints unless indicated otherwise. Do not continue reinforcement through sides of strip paving unless indicated.
 2. Provide tie bars at sides of paving strips where indicated.
 3. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.
- D. Isolation (expansion) Joints: Form isolation joints of preformed joint filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
1. General spacing: Locate additional expansion joints at the following intervals unless indicated otherwise on the drawings.
 - a. Sidewalks (4-in thick slabs): 30-ft each way.
 2. Extend joint fillers full width and depth of joint 1/2 inch below finished surface where joint sealant is indicated. Place top of joint filler flush with finished concrete surface when no joint sealant is required.
 3. Furnish joint fillers in one-piece lengths for full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together.
 4. Protect top edge of joint filler during concrete placement with a metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

3.4 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation. Notify other trades to permit installation of their work. Ensure forms are set to ensure water will not pond on final surface.
- B. Remove snow, ice, or frost from base surface and reinforcing before placing concrete. Do not place concrete on surfaces that are frozen.
- C. Moisten base to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at the required finish elevation and alignment.

- D. Comply with requirements and with ACI 304R for measuring, mixing, transporting, and placing concrete.
- E. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- F. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete complying with ACI 309R.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcing, dowels, and joint devices.
- G. Screed paved surfaces with a straightedge and strike off. Use bull floats or darbies to form a smooth surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces prior to beginning finishing operations.
- H. Cold-Weather Placement: Comply with provisions of ACI 306R and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.
- I. Hot-Weather Placement: Place concrete complying with ACI 305R and as specified when hot weather conditions exist.
 - 1. Cool ingredients before mixing to maintain concrete temperature at time of placement to below 90 deg F (32 deg C). Mixing water may be chilled or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedding in concrete.
 - 3. Fog spray forms, reinforcing steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.5 CONCRETE FINISHING

- A. Float Finish: Begin floating when bleed water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Finish surfaces to true planes within a tolerance of 1/4 inch in 10 feet as determined by a 10-foot-long straightedge placed anywhere on the surface in any direction. Cut down high spots and fill low spots to ensure positive drainage and eliminate ponding. Refloat surface immediately to a uniform granular texture.
 - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across all site concrete sidewalk and pavement surfaces perpendicular to line of traffic to provide a uniform fine line texture finish.
- B. Final Tooling: Tool edges of paving, gutters, curbs, and joints formed in fresh concrete with a jointing tool to a radius of 1/4-inch unless indicated otherwise on the drawings. Repeat tooling of edges and joints after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.6 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with the recommendations of ACI 306R for cold weather protection and ACI 305R for hot weather protection during curing.
- B. Evaporation Control: In hot, dry, and windy weather, protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply according to manufacturer's instructions after screeding and bull floating, but before floating.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than 7 days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with a 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.7 FIELD QUALITY CONTROL TESTING

- A. The Owner shall employ an independent testing and inspection agency to sample materials, perform tests, and submit test reports during concrete placement in accordance with Division 01 Section "Quality Control" and as follows:
 - 1. When total quantity of a given class of concrete is less than 50 cu. yd., Architect may waive strength testing if adequate evidence of satisfactory strength is provided.
 - 2. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
 - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
 - 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.

6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within one week of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.8 REPAIRS AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective, or does not meet the requirements of this Section.
- B. Remove and replace concrete that ponds water.

END OF SECTION 32 13 14

SECTION 32 31 14 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Temporary galvanized-steel chain link fabric.
 - 2. Temporary galvanized-steel framework.
 - 3. Temporary swing gates.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 31, Section "Earth Moving" for filling and grading work.

1.3 SUBMITTALS

- A. General: Submit the following according to the Conditions of the Contract and Division 01 Specification Sections.
- B. Product data in the form of manufacturer's technical data, specifications, and installation instructions for fence and gate posts, gates and accessories.

1.4 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for fences and gates shown on the Drawings in relation to the property survey and existing structures. Verify dimensions by field measurements.

PART 2 - PRODUCTS

2.1 FABRIC

- A. Steel Chain-Link Fence Fabric: Fabricated in one-piece widths for fencing 12 feet and less in height to comply with Chain Link Fence Manufacturers Institute (CLFMI) "Product Manual" and with requirements indicated below:
 - 1. Mesh and Wire Size: Shall be as follows:
 - a. Temporary Construction Fence: Maximum 2-1/4 inch mesh, minimum 0.106-inch diameter (#12 gauge) inner core.
 - 2. Fence Fabric shall be zinc or aluminum coated.
 - a. Zinc-coated: Galvanized, ASTM A 392, Class II, with not less than 2 oz. zinc per sq. ft. of surface.
 - b. Aluminum-coated: ASTM A 491, Type I, 0.40 oz./sq. ft. (122 g/sq. m).

2.2 FITTINGS AND ACCESSORIES

- A. Galvanized, ASTM A 153.

2.3 FRAMING AND ACCESSORIES

A. Manufacture framing of galvanized steel, ASTM A 120 or ASTM A 123, with not less than 1.8 oz. Zinc per sq. ft. of surface.

1. End, corner and pull posts: Shall have minimum sizes and weights as follows:

Up to 6' fabric height (without privacy slats or wind screens), 2.375" OD steel pipe, 3.65 lbs. per linear foot or 3.5" x 3.5" roll-formed sections, 4.85 lbs. per linear foot.

Up to 6' height (with privacy slats or wind screens), 2.875" OD steel pipe, 5.79 lbs. per linear foot, or 3.5" x 3.5" roll-formed sections, 4.85 lbs. per linear foot.

Over 6' height, 2.875" OD steel pipe, 5.79 lbs. Per linear foot, or 3.5" x 3.5" roll-formed sections, 4.85 lbs. Per linear foot.

2. Line Post: Space line posts 10' o.c. maximum for standard fence and 8' o.c. for fence with privacy slats or wind screens, unless otherwise indicated, of following sizes and weights:

Up to 6' fabric height (without privacy slats or wind screens), 1.9" OD steel pipe, 2.7 lbs. per linear feet, or 1.875" x 1.625" C-sections, 2.28 lbs. per linear foot.

Up to 6' fabric height (with privacy slats or wind screens), 2.375" OD steel pipe, 3.65 lbs. per linear foot, or 2.25" x 1.875" H-sections, 2.64 lbs. per linear foot.

Over 6' fabric height, 2.875" OD steel pipe, 5.79 lbs. per linear foot, or 2.25" x 1.875" H-Sections, 3.26 lbs. per linear foot.

3. Swing Gate Posts: Furnish gate posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:

<u>Leaf Width</u>	<u>Gate Post</u>	<u>Lbs./Linear Foot</u>
Up to 6 ft.	2.875" OD pipe.....	5.79
Over 6' to 13'	4.000" OD pipe.....	9.11
Over 13' to 18'	6.625" OD pipe.....	18.97
Over 18'	8.625" OD pipe.....	28.55

4. Top, Intermediate and Bottom Rails: Rail pipe sections shall not be less than 18' long and shall be fitted with couplings for connected lengths into a continuous run. The couplings shall be not less than 6' long, with 0.070 minimum wall thickness, and shall allow for expansion and contraction of the rail. Open seam outside sleeves shall be permitted only with a minimum wall thickness of 0.100". The rail shall pass through the line post tops. Rails shall be securely fastened to terminal posts by either pressed steel or malleable steel galvanized connections. Tension wire may be used in lieu of top and bottom rails for temporary construction fence only.

5. Tension Wire: Provide 7-gauge, coated coil spring tension wire (metal and finish to match fabric) and located at bottom and top of fabric.

6. Post Brace Assembly: Provide manufacturer's standard adjustable brace at end and gate posts and at both sides of corner and pull posts, with horizontal brace located at mid-height of fabric. Use 1.66" OD pipe, 2.27 lbs. per linear foot, or equal, for brace, and truss to line posts with 0.375" diameter rod and adjustable tightener.

7. Post Tops: Provide weather tight closure cap with loop to receive tension wire or top rail, one cap for each post.
8. Stretcher Bars: One-piece lengths equal to full height of fabric, with minimum cross-section of 3/16" x 3/4". Provide one stretcher bar for each gate and end post, and for each corner and pull post, except where fabric is integrally woven into post. Space stretcher bar bands not over 15" o.c. to secure stretcher bars to end, corner, pull and gate posts.
9. Swing Gates: Fabricate perimeter frames of gates from minimum 1.9" OD pipe with finish to match fence framework. Assemble gate frames by welding or with special fittings and rivets for rigid connections, providing security against removal or breakage connections. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware and accessories. Space frame members maximum of 8' apart unless otherwise indicated. Provide same fabric as for fence, unless otherwise indicated. Install fabric with stretcher bars at vertical edges and at top and bottom edges. Attach stretcher bars to gate frame at not more than 15" o.c. Install diagonal cross-bracing, consisting of 3/8" diameter adjustable length truss rods on gates to ensure frame rigidity without sag or twist.
10. Swing Gate Hardware: Provide hardware and accessories for each gate, galvanized per ASTM A 153. Hinges shall be size and material to suit gate size, non-lift-off type, offset nominal height. Latch shall be forked type or plunger-bar type to permit operation from either side of gate, with padlock eye as integral part of latch. Provide keeper for vehicle gates, which automatically engages gate leaf and holds it in open position until manually released. For double gates, provide gate stops consisting of mushroom type flush plate with anchors, set in concrete, and designed to engage center drop rod or plunger bar. Include locking device and padlock eyes as integral part of latch, permitting both gate leaves to be locked with single padlock.
11. Wire ties: For tying fabric to line posts, use wire ties spaces 12" o.c. For tying fabric to rails and braces, use wire ties spaced 24" o.c. For tying fabric to tension wire, use hog rings spaced 24" o.c. Manufacturer's standard procedure will be accepted if of equal strength and durability.

2.4 CONCRETE

- A. Concrete: Provide concrete consisting of portland cement per ASTM C 150, aggregates per ASTM C 33, and potable water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 3000 psi. Use at least four sacks of cement per cu. yd., 1-inch maximum size aggregate, 3-inch maximum slump.
- B. Packaged Concrete Mix: Mix dry-packaged normal-weight concrete conforming to ASTM C 387 with clean water to obtain a 2- to 3-inch slump.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install fence to comply with ASTM F 567. Do not begin installation and erection before final grading is completed, unless otherwise permitted.
 1. Apply fabric to outside of framework.
 2. Cut all bolts flush with nut. Leave no sharp protruding edges.
- B. Excavation: Drill or hand-excavate (using post-hole digger) holes for posts to diameters and spacings indicated, in firm, undisturbed or compacted soil.
 1. If not indicated on Drawings, excavate holes for each post to minimum diameter recommended by fence manufacturer, but not less than four times the largest cross section of post.

- C. Setting Posts: Center and align posts in holes 3 inches above bottom of excavation. Space a maximum of 10 feet o.c., unless otherwise indicated. Space posts a maximum of 8 feet o.c. where privacy slats or wind screens are to be installed.
 - 1. Protect portion of posts above ground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment and hold in position during placement and finishing operations.
 - a. Unless otherwise indicated, finish concrete footings 4 inches below grade and trowel to a crown to shed water.
 - b. Post of temporary construction fence may be driven directly into the ground provided adequate support can be maintained. Concrete footings shall be provided if fence posts become loose, unsecure, or otherwise unsafe.

3.2 GATE INSTALLATION

- A. Install gates plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary. Install gates according to manufacturer's instructions, plumb, level, and secure.
- B. Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

END OF SECTION 32 31 14

SECTION 32 90 11 – SEEDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Seeded and sodded areas.
 - 2. Topsoil and soil amendments.
 - 3. Fertilizers and mulches.
 - 4. Maintenance, guarantees and warranties.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 31, Section "Site Preparation" for protection of existing trees and planting, topsoil stripping and stockpiling, and site clearing.
 - 2. Division 31, Section "Earth Moving" for excavation, filling, rough grading, and subsurface aggregate drainage and drainage backfill.
 - 3. Division 31 Section "Erosion and Sediment Controls" soil erosion and sedimentation control.

1.3 INDUSTRY STANDARDS

- A. References: Some products and execution are specified in this Section by reference to published specifications or standards of the following:

The American Society for Testing and Materials (ASTM)
American Association of Nurserymen (AAN)
US Department of Agriculture (USDA)
NC Department of Agriculture (NCDA)
NC Composting Council (NCCC)

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 01 Specification Sections.
- B. Certification of grass seed from seed vendor for each grass-seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- C. Certification of sod from a certified sod producer and be blue tag certified in accordance with NCCIA and AOSCA.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.
- B. Seed: Deliver seed in original sealed, labeled, and undamaged containers.

1.6 COORDINATION AND SCHEDULING

- A. Coordinate installation of planting materials during normal planting seasons for each type of plant material required.
- B. Temporary Seeding: In accordance with the schedule as detailed on the drawings.
 - 1. In the event the Landscape Contractor is require to establish a temporary seeding cover due to the construction schedule, the Landscape Contractor is not relieved from providing the specified permanent seed mixture.
 - 2. The Landscape Contractor is responsible for eradicating any temporary seed cover by means of mowing, thatching and using an herbicide approved by the Owner's representative at the manufacturer's recommended rate.

1.7 GRASS ESTABLISHMENT SCHEDULE

- A. Definitions:
 - 1. Substantially Complete seeded grass: A healthy, dense, weed free stand of the specified species of grass with 95% grass coverage as evaluated on a per square yard sample basis.
 - 2. Substantially Complete sodded grass: An installed and rolled healthy sod, free of weeds and dead spots.
- D. Complete Site: A substantially complete installation of grass sod and/or stand of grass, germinated from seed or sprigs, on the complete site shall be established by final acceptance.

1.8 GRASS MAINTENANCE

- A. Begin maintenance of grassed areas immediately after each area is planted and continue until acceptable coverage is established and accepted by the Owner, but for not less than the following periods:
 - 1. Seeded and Sodded Grass Areas: Final Completion.
 - a. When full maintenance period has not elapsed before end of planting/growing season, or if grass is not fully established at that time (95% coverage as established on a per square yard sample basis), continue maintenance during next planting season until 95% coverage is established.
 - 2. Sodded Lawns/Grass: Final Completion.
 - a. Sodded areas will be accepted at final inspection if –
 - 1. Sodded areas are properly established.
 - 2. Sod is free of bare and dead spots and without weeds.
 - 3. Sodded areas have been mowed a minimum of twice.
- B. Maintain and establish grass by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth lawn.
- C. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawns uniformly moist to a depth of 4 inches (100 mm). Following the date of project Final Completion, water for irrigation may be obtained from owner's building mounted water spigots.
 - 1. Supplement natural precipitation to provide a net rate of one inch of water per week or as required to maintain lawn in a thriving condition.
 - 2. Watering shall conform to the time, volume and frequency recommendations of applicable governmental water conservation regulations.

3. Irrigate at minimum rate of once per day for two full weeks following date of seeding or sod installation.
4. Irrigate at minimum of once per week for remainder of maintenance period.

PART 2 - PRODUCTS

2.1 GRASS MATERIALS

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts' "Rules for Testing Seeds" for purity and germination tolerances.
 1. Seed Mixture: Provide seed of grass species and varieties as specified in the plans and/or specifications.
 2. Sod shall be as indicated on the plans and detail drawings. Provide machine cut, strongly rooted, certified turf grass sod, not less than two years old, free from weeds and undesirable native grasses and stripped not more than 24 hours before laying. Sod pad size shall be uniform thickness of 5/8", plus or minus 1/4", measured at the time of cutting and excluding top growth and thatch.

2.2 TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, 4 percent organic material minimum, free of stones 1 inch (25 mm) or larger in any dimension, and other extraneous materials harmful to plant growth. Sticks, roots, and clay clumps shall be removed from topsoil prior to spreading.
 1. Topsoil Source: Reuse surface soil stripped and stockpiled on the site if adequate quantities exist. Verify suitability of surface soil to produce topsoil meeting requirements and amend when necessary. Screen topsoil of roots, plants, sods, stones greater than 1/2" diameter in general lawn areas and planting beds, clay lumps, and other extraneous materials harmful to plant growth. Screen topsoil prior to planting. If inadequate quantities of topsoil exist on-site contractor will be required to import pre-screened topsoil.

2.3 SOIL AMENDMENTS

- A. Lime: ASTM C 602, Class T, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent, with a minimum 99 percent passing a No. 8 (2.36 mm) sieve and a minimum 75 percent passing a No. 60 (250 micrometer) sieve.
 1. Provide lime in the form of dolomitic limestone.
- B. Organic Compost: Organic compost of neutral character, decomposed, stable and weed-free meeting the US Composting Council standards.
- C. Perlite: Horticultural perlite, soil amendment grade.
- D. Peat Humus: Finely divided or granular texture, with a pH range of 6 to 7.5, composed of partially decomposed moss peat (other than sphagnum), peat humus, or reed-sedge peat.
- E. Peat Humus: For acid-tolerant trees and shrubs, provide moss peat, with a pH range of 3.2 to 4.5, coarse fibrous texture, medium-divided sphagnum moss peat or reed-sedge peat.
- F. Sawdust or Ground-Bark Humus: Decomposed, nitrogen-treated, of uniform texture, free of chips, stones, sticks, soil, or toxic materials.
 1. When site treated, mix with at least 0.15 lb (2.4 kg) of ammonium nitrate or 0.25 lb (4 kg) of ammonium sulfate per cu. ft. (cu. m) of loose sawdust or ground bark.

- G. Manure: Well-rotted, unleached stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.
- H. Herbicides: EPA registered and approved, of type recommended by manufacturer.
- I. Water: Potable.
- J. Mycorrhizae: Applied to planting hole backfill or planting bed soil. Product shall be formulated for the moisture regime of the particular planting location (low, medium, high), contain a broad spectrum of mycorrhizae species, an organic bi-stimulant (2-2-2 preferred) and a water holding gel (low moisture locations only). Apply per manufacturer's recommendations.

2.4 FERTILIZER

- A. Bonemeal: Commercial, raw, finely ground; minimum of 4 percent nitrogen and 20 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; minimum of 20 percent available phosphoric acid.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea-form, phosphorous, and potassium in the following composition:
 - 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency and as needed to maintain plant material and lawns in a thriving condition.
- D. Slow-Release Fertilizer: Granular fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency and as needed to maintain plant material and lawns in thriving condition.

2.5 TACKIFIER

- A. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.
- B. Asphalt Emulsion: ASTM D 977, Grade SS-1; nontoxic and free of plant-growth or germination inhibitors. (9 gals/1,000 SF).

PART 3 - EXECUTION

3.1 PLANTING SOIL PREPARATION

- A. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.
- B. Mix soil amendments and fertilizers with topsoil at rates indicated. Delay mixing fertilizer if planting does not follow placing of planting soil within a few days.
- C. For tree pit or trench backfill, mix planting soil before backfilling and stockpile at site.
- D. For planting beds, mix planting soil prior to planting.

1. Mix lime with dry soil prior to mixing fertilizer. Prevent lime for lawn plantings from contacting roots of acid-tolerant plants.
- E. Do not attempt soil preparation of plant installation when soils are frozen, wet, in poor tilth or otherwise unsuitable for planting.

3.2 LAWN PLANTING PREPARATION

- A. Limit subgrade preparation to areas that will be planted in the immediate future.
- B. Loosen subgrade to a minimum depth of 8 inches. Remove stones larger than 1/2 inch (19 mm) in any dimension and sticks, roots, rubbish, and other extraneous materials. Remove excess gravel which will inhibit lawn establishment and survival.
- C. Spread topsoil to depth required to meet thickness, grades, and elevations shown, after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen.
1. Place approximately 1/2 the thickness of topsoil required. Work into top of loosened subgrade to create a transition layer and then place remainder of the topsoil.
- D. Preparation of Unchanged Grades: Where lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare soil as follows:
1. Remove and dispose of existing grass, vegetation, and turf. Do not turn over into soil being prepared for lawns.
 2. Till surface soil to a depth indicated on soil test report, but at a minimum of 6 inches (150 mm). Apply required soil amendments and initial fertilizers per soil report, 2 inches of compost and mix thoroughly into top 4 inches (100 mm) of soil. Trim high areas and fill in depressions. Till soil to a homogenous mixture of fine texture.
 3. Clean surface soil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.
 4. Remove waste material, including grass, vegetation, and turf, and legally dispose of it off the Owner's property.
- E. Grade lawn and grass areas to a smooth, even surface with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future. Remove trash, debris, stones larger than 1 inch in any dimension (1/2 inch in playing fields), and other objects that may interfere with planting or maintenance operations. Remove all glass, wire or other objects of any size which may cause injury.
- F. Moisten prepared lawn areas before planting when soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- G. Restore prepared areas if eroded or otherwise disturbed after fine grading and before planting.
- H. Contact Owner and Landscape Architect for review and approval of seedbed preparation and seeding methods prior to and during seeding operations.

3.3 SEEDING NEW LAWNS

- A. Sow seed with a spreader or a seeding machine. Do not broadcast or drop seed when wind exceeds 5 mph (8 km/h). Evenly distribute seed by sowing equal quantities in 2 directions at right angles to each other.
1. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage.
- B. Sow seed at the rates required to achieve 95% coverage prior to substantial completion as determined on a per square yard basis.

- C. Rake seed lightly into top 1/8 inch (3 mm) of topsoil, roll lightly, and water with fine spray. Remove surface rocks of greater than 1" diameter.
- D. Protect seeded slopes 6:1 (Horizontal:Vertical) and steeper against erosion with erosion-control blankets installed and stapled according to manufacturer's recommendations.
- E. Protect seeded areas with slopes flatter than 6:1 against erosion by spreading straw mulch after completion of seeding operations. Spread uniformly at a minimum rate of 2 tons per acre (45 kg per 100 sq. m) to form a continuous blanket 1-1/2 inches (38 mm) loose depth over seeded areas. Spread by hand, blower, or other suitable equipment. Tack with liquid asphalt tack (9 gals/1,000 SF) or non-asphaltic tackifier.
- F. If seeding occurs in summer months, protect seeded areas against hot, dry weather or drying winds by applying peat mulch within 24 hours after completion of seeding operations. Soak and scatter uniformly to a depth of 3/16 inch (4.8 mm) thick and roll to a smooth surface.

3.4 SODDING NEW LAWNS

- A. Lay sod to form solid, uniform mass with tightly fitted joints. "Butt" ends and sides of sod strips. Do not overlap sod strips. Stagger strips to offset joints in adjacent courses. Lay sod strips across slopes and perpendicular to drainage flow. Tamp or roll lightly to ensure contact with subgrade.
- B. Secure with pegs or staples at spacing recommended by the sod grower and supplier and as approved by the Landscape Architect and Owner. If pegs or staples are used for athletic fields, they shall be removed upon full establishment prior to final acceptance.
- C. Water sod with fine spray immediately after planting. Water daily during first two weeks of establishment to maintain soil to depth of 4".
- D. At no time shall sodded turf be allowed to grow over 3 inches in height. Throughout this period, the target mowing height shall be 1.5 inches. At no time shall more than 50% of the turf height be removed in any three-day period by mowing or other maintenance activity.
- E. Sodded turf shall be fertilized according to the monthly application rates recommended in Carolina Lawns for the utilized grass or at reduced rate if instructed by the Landscape Architect.
- F. Weed control shall be provided as necessary to prevent the establishment or proliferation of a weed species and to achieve acceptable turf at time of initial Acceptance.
- G. Remove all poly mesh netting prior to placement and dispose of off-site.

3.5 HYDROSEEDING NEW LAWNS

- A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogenous slurry suitable for hydraulic application.
 - 1. Mix slurry with nonasphaltic tackifier.
 - 2. Apply slurry uniformly to all areas to be seeded in a 2-step process. Apply first slurry application at the minimum rate of 500 lb per acre (5.5 kg per 100 sq. m) dry weight but not less than the rate required to obtain specified seed-sowing rate. Apply slurry cover coat of fiber mulch at a rate of 1000 lb per acre (11 kg per 100 sq. m).

3.6 RECONDITIONING LAWNS

- A. Recondition existing lawn areas damaged by Contractor's operations, including storage of materials or equipment and movement of vehicles. Also recondition lawn areas where settlement or washouts occur or where minor regrading is required.
- B. Remove sod and vegetation from diseased or unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, fuel spills, stone, gravel, and other construction materials, and replace with new topsoil.
- C. Where repairable lawn remains, as determined by the Owner, mow, dethatch, core aerate, and rake heavily and deeply. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.
- D. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of it off the Owner's property.
- E. Till stripped, bare, compacted or otherwise unrepairable areas thoroughly to a depth of 8 inches.
- F. Apply required soil amendments and initial fertilizers and mix thoroughly into top 4 inches (100 mm) of soil. Provide new planting soil as required to fill low spots and meet new finish grades.
- G. Apply seed and protect with straw mulch as required for new lawns.
- H. Water newly planted areas and keep moist until new grass is established.

3.7 INSPECTION AND ACCEPTANCE

- A. When landscape work is completed, including maintenance, Landscape Architect will, upon written request, make a final inspection to determine acceptability.
- B. At time of inspection for initial Acceptance, sodded and sprigged turf shall have been freshly mowed within the last 48 hours. Turf shall be healthy, of uniform color and exhibiting good growth. A minimum of 100% of the specified turf area shall be covered in sod that has been installed for a minimum six weeks. Turf shall be 100% free of all weeds.
- C. When inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by Landscape Architect and found to be acceptable. Remove rejected plants and materials promptly from project site.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property unless an agreement is made with the Owner otherwise.

END OF SECTION 32 90 10

SECTION 33 30 01 – SITE SANITARY SEWER UTILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes sewerage systems outside the building.

1.3 DEFINITIONS

- A. Sewerage Piping: System of sewer pipe, fittings, and appurtenances for gravity flow of sanitary sewage.

1.4 PERFORMANCE REQUIREMENTS

- A. Gravity-Flow, Nonpressure-Piping Pressure Ratings: At least equal to system test pressure.

1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for the following:
 - 1. Cleanouts.
 - 2. Pipe and fittings.
 - 3. Couplings.
 - 4. Manhole Appurtenances.
- C. Shop drawings for precast concrete manholes and other structures. Include frames, covers, and grates.
- D. Shop drawings for cast-in-place concrete or field-erected masonry manholes and other structures. Include frames, covers, and grates.
- E. As-Built survey of installed sanitary sewer mains and manholes. Perform and submit as-built survey as soon as possible following installation of manholes and sewer main piping. Survey shall be submitted at least 60-days prior to needed use of sewer main.
- F. Record drawings at Project closeout of installed sanitary sewer system piping and products according to Division 1 Section "Closeout Procedures."
- G. Inspection and test reports specified in the "Field Quality Control" Article.

1.6 QUALITY ASSURANCE

- A. Environmental Agency Compliance: Comply with regulations pertaining to sanitary sewerage systems.
- B. All materials, construction methods and testing shall comply with the requirements of the City of Goldsboro Engineering Department Specifications and Details Manual.
- C. Product Options: Drawings indicate sizes, profiles, connections, and dimensional requirements of system components and are based on specific manufacturer types indicated. Other manufacturers' products

with equal performance characteristics may be considered. Refer to Division 1 Section "Substitution Procedures."

- D. As-Built Survey: As-built survey shall be signed and seal by a NC Professional Land Surveyor and shall include the following:
 - 1. All manhole invert and rim elevations and horizontal locations.
 - 2. All cleanout locations.
 - 3. Pipe materials, sizes, lengths, and slopes.
 - 4. Other sewer system components such as grease traps, etc.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic structures in direct sunlight.
- B. Do not store plastic pipe or fittings in direct sunlight.
- C. Protect pipe, pipe fittings, and seals from dirt and damage.
- D. Handle precast concrete manholes and other structures according to manufacturer's rigging instructions.

1.8 PROJECT CONDITIONS

- A. Site Information: Perform site survey, research public utility records, and verify existing utility locations.
- B. Locate existing structures and piping to be closed and abandoned.
- C. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted under the following conditions and then only after arranging to provide acceptable temporary utility services.
 - 1. Notify Architect not less than 48 hours in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without receiving Architect's written permission.

1.9 SEQUENCING AND SCHEDULING

- A. Coordinate sanitary sewerage system connections to municipality's sanitary sewer.
- B. Coordinate with interior building drainage systems.
- C. Coordinate with other utility work.

PART 2 - PRODUCTS

2.1 PIPES AND FITTINGS

- A. Ductile-Iron Pipe: AWWA C150 and C151, Pressure Class 350, for push-on joints per AWWA C111. Pipe shall be designed for an 8-foot minimum cover and a Type 1 laying condition.
 - 1. Standard-Pattern, Ductile-Iron and Cast-Iron Fittings: AWWA C110, for push-on joints.
 - 2. Compact-Pattern, Ductile-Iron Fittings: AWWA C153, for push-on joints.
 - 3. Lining: AWWA C104, cement mortar, bituminous seal coated.
 - a. Special Lining for 12-in or larger lines: Amine cured novalac ceramic epoxy lining containing at least 20% ceramic quartz pigment by volume. Lining material shall be Protecto 401 Ceramic Epoxy or approved equal.
 - 4. Gaskets: AWWA C111, rubber.

2.2 SPECIAL PIPE COUPLINGS AND FITTINGS

- A. Pipe to Manhole Connectors: ASTM C 923, resilient, water-tight flexible connector, of size required, for each pipe connecting to base section.

2.3 CLEANOUTS

- A. Description: ASME A112.36.2M, round, cast-iron housing with clamping device and round, secured, scoriated, cast-iron cover. Include cast-iron ferrule with inside calk or spigot connection and counter-sunk, tapered-thread, brass closure plug. Use units with heavy-duty top-loading classification.
- B. Sewer Pipe Fitting and Riser to Cleanout: ASTM A 74, service class, cast-iron soil pipe and fittings.
- C. Cleanout Box: Cleanouts located in paved areas subject to vehicular traffic shall be protected by an 8-inch diameter, ductile-iron cleanout box. 'SEWER' or 'C.O.' marking shall be cast into the lid.

2.4 MANHOLES

- A. Precast Concrete Manholes: ASTM C 478, precast, internally coated, reinforced concrete, of depth indicated, with provision for rubber gasket joints.
 - 1. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent floatation.
 - 2. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having a separate base slab or base section with integral floor.
 - 3. Riser Sections: 4-inch minimum thickness, 48-inch diameter, and lengths to provide depth indicated.
 - 4. Top Section: Eccentric cone type, unless concentric cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
 - 5. Joints: 'O'-ring or plastic cement putty joint seal. 'O'-ring shall meet ASTM C443. Plastic cement putty shall meet Federal Spec SS-S210-A.
 - 6. Grade Rings: Include 2 or 3 reinforced-concrete rings, of 6- to 9-inch total thickness, that match a 24-inch-diameter frame and cover.
 - 7. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
- B. Manhole Frames and Covers: ASTM A48, Class 35, gray iron. Include 22-1/4-inch inside diameter by 7-1/2-inch riser with 4-inch minimum width flange, and 23-1/2-inch-diameter cover with Cam Lock. Include indented top design with lettering, equivalent to the following, cast into cover:
 - 1. Sanitary Sewerage Piping Systems: SANITARY SEWER - DANGER PERMIT REQUIRED - CONFINED SPACE DO NOT ENTER.

2.5 CONCRETE

- A. General: Cast-in-place concrete according to ACI 318, ACI 350R, and the following:
 - 1. Cement: ASTM C 150, Type II.
 - 2. Fine Aggregate: ASTM C 33, sand.
 - 3. Coarse Aggregate: ASTM C 33, crushed gravel.
 - 4. Water: Potable.
- B. Structures: Portland-cement design mix, 4000 psi minimum, with 0.45 maximum water-cement ratio.
 - 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
 - 2. Reinforcement Bars: ASTM A 615, Grade 60, deformed steel.

- C. Structure Channels and Benches: Factory or field formed from concrete. Portland-cement design mix, 4000 psi minimum, with 0.45 maximum water-cement ratio.

2.6 IDENTIFICATION

- A. Metallic-Lined Plastic Underground Warning Tapes: Polyethylene plastic tape with metallic core, 4 inches wide (min) by 4 mils thick, solid green in color with continuously printed caption in black letters "CAUTION - SEWER LINE BURIED BELOW."

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Division 31 Section "Earth Moving."

3.2 IDENTIFICATION

- A. Install continuous plastic underground warning tape during back-filling of trench for underground sewer lines. Locate 6 inches to 8 inches below finished grade, directly over piping.

3.3 INSTALLATION, GENERAL

- A. General Locations and Arrangements: Drawings (plans and details) indicate the general location and arrangement of underground sewerage piping. Location and arrangement of piping layout take into account many design considerations. Install piping as indicated, to extent practical.
- B. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's recommendations for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.
- C. Use manholes for changes in direction, except where fittings are indicated. Use fittings for branch connections, except where direct tap into existing sewer is indicated.
- D. Use proper size increasers, reducers, and couplings, where different sizes or materials of pipes and fittings are connected. Reduction of the size of piping in the direction of flow is prohibited.
- E. Install gravity-flow-systems piping at constant slope between points and elevations indicated. Install straight piping runs at constant slope, not less than that specified, where slope is not indicated.
- F. Extend sewerage piping and connect to building's sanitary drains, of sizes and in locations indicated. Terminate piping as indicated.
- G. Install sewerage piping pitched down in direction of flow, at minimum and cover as indicated.
- H. Tunneling: Install pipe under streets or other obstructions, which cannot be disturbed, by tunneling, jacking, or a combination of both.
- I. Core-drill manhole and install flexible pipe-to-manhole connector to connect sewer service pipe to manhole per manufacturer's instructions.

3.4 PIPE JOINT CONSTRUCTION AND INSTALLATION

- A. General: Join and install pipe and fittings according to the following.
- B. Ductile-Iron Pipe with Ductile-Iron or Cast-Iron Fittings: With push-on-joint, rubber gaskets according to AWWA C600.

3.5 MANHOLE INSTALLATION

- A. General: Install manholes, complete with accessories, as indicated.
- B. Form continuous concrete channels and benches between inlets and outlet, where indicated.
- C. Set tops of frames and covers flush with finished surface where manholes occur in pavements. Set tops 3 inches above finished surface elsewhere, except where otherwise indicated.
- D. Place precast concrete manhole sections as indicated and install according to ASTM C 891.
 - 1. Provide joint gasket at joints of sections.
 - 2. Apply bituminous mastic coating at joints of sections.
- E. Apply protective coating consisting of one primer coat, one intermediate coat and one top coat with brush, spray, or roller.

3.6 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318, ACI 350R, and as indicated.

3.7 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extension from sewer pipe to cleanout at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
- B. Set cleanout frames and covers in earth in a cast-in-place concrete block, 18 by 18 by 12 inches deep. Set with tops 1 inch above surrounding earth grade. Precast cleanout collars shall not be used.
- C. Cleanouts shall be installed within a protective cleanout box set flush with surface of paving.

3.8 FIELD QUALITY CONTROL

- A. Clear interior of piping and structures of dirt and superfluous material as the work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.
 - 1. In large, accessible piping, brushes and brooms may be used for cleaning.
 - 2. Place plug in end of incomplete piping at end of day and whenever work stops.
 - 3. Flush piping between manholes and other structures, if required by authorities having jurisdiction, to remove collected debris.
- B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of the Project.
 - 1. Submit separate reports for each system inspection.
 - 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visual between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of a ball or cylinder of a size not less than 92.5 percent of piping diameter.
 - c. Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 - 3. Replace defective piping using new materials and repeat inspections until defects are within allowances specified.
 - 4. Reinspect and repeat procedure until results are satisfactory.

- C. Test new piping systems and parts of existing systems that have been altered, extended, or repaired for leaks and defects.
 - 1. Do not enclose, cover, or put into service before inspection and approval.
 - 2. Test completed piping systems according to authorities having jurisdiction.
 - 3. Schedule tests, and their inspections by the City of Goldsboro, with at least 24 hours advance notice.
 - 4. Submit separate reports for each test.
 - 5. Perform hydrostatic test or low pressure air test as required by the City of Goldsboro Engineering Department Specifications and Details Manual.
 - a. Hydrostatic test: Allowable leakage is a maximum of 100 gallons per inch nominal pipe size per mile of pipe per 24-hours.
 - b. Air test: Perform air test according to ASTM C828.
 - 6. Manholes: Perform vacuum test according to ASTM C 1244.
 - 7. Leaks and loss in test pressure constitute defects that must be repaired.
 - 8. Replace leaking piping using new materials and repeat testing until leakage is within allowances specified.

END OF SECTION 33 30 01

SECTION 33 40 01 - SITE STORM DRAINAGE UTILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes site drainage systems outside the building. Systems include the following:
 - 1. Storm drainage.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
 - 1. Division 31 Section "Earth Moving."
 - 2. Division 31 Section "Sediment and Erosion Controls."

1.3 DEFINITIONS

- A. Drainage Piping: System of pipe, fittings, and appurtenances for gravity flow of storm drainage.

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. As-Built Survey / Record drawings of installed drainage system piping and basins. Survey shall be submitted as soon as possible and at least 30-days prior to the project's substantial completion.

1.5 QUALITY ASSURANCE

- A. Environmental Agency Compliance: Comply with regulations pertaining to storm drainage systems.
- B. Utility Compliance: Comply with regulations pertaining to storm drainage systems.
- C. Product Options: Drawings indicate sizes, profiles, connections, and dimensional requirements of system components and are based on specific manufacturer types indicated. Other manufacturers' products with equal performance characteristics may be considered. Refer to Division 1 Section "Products."
- D. Perform As-Built Survey of installed drainage system piping and basins. As-built survey shall be signed and seal by a NC Professional Land Surveyor and shall include the following:
 - 1. All inlet, junction box and manhole locations with no less than two primary reference dimensions from permanent above grade features.
 - 2. As-built rims and inverts noted.
 - 3. Pipe materials and sizes, plus slopes and distances between structures.
 - 4. As-built dimensions for installed riprap dissipater pads.

1.6 PROJECT CONDITIONS

- A. Site Information: Perform site survey, research public utility records, and verify existing utility locations.
- B. Locate existing structures and piping to be closed and abandoned.

- C. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted under the following conditions and then only after arranging to provide acceptable temporary utility services.
 - 1. Notify Architect not less than 48 hours in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without receiving Architect's written permission.

PART 2 - PRODUCTS

2.1 DRAINAGE INLETS

- A. Catch Basins and Drop Inlets: Brick and mortar or precast concrete (ASTM C913), of depth, shape, and dimensions indicated. Precast basins shall include grade rings to allow adjustment to rim elevations. Knock-out waffle boxes shall not be used. All structures shall be designed to withstand AASHTO H-20 loads.
 - 1. Base, Channel, and Bench: Concrete.
 - 2. Wall: ASTM C 32, Grade MS, clay brick masonry units or ASTM C913 precast reinforced concrete.
 - a. Option: ASTM C 55, Grade S-II, solid concrete brick masonry units may be used instead of clay brick.
 - 3. Mortar: ASTM C 270, Type S, using ASTM C 150, Type I, portland cement.
- B. Frames and Grates: ASTM A48, Class 35B, cast iron, H-20 loading. Include flat grate with small square or short-slotted drainage openings as indicated on the drawings. Provide grate with openings compliant with ADA standards when located within sidewalk or other pedestrian walking areas and/or where specifically indicated on drawings.

2.2 MANHOLES

- A. Precast Concrete Storm Drainage Manholes: ASTM C-478 precast reinforced concrete, eccentric cone. All structures shall be designed to withstand AASHTO H-20 loads.
 - 1. Base, Channel, and Bench: Concrete.
 - 2. Joint: Preformed flexible plastic gaskets complying with Fed. Spec. SS-S-210A.
 - 3. Size: As required to accommodate proposed pipes indicated on the drawings, 4-ft diameter minimum.
- B. Frames and Covers: ASTM A48, Class 35B, heavy-duty cast iron. Include flat, round grate with 1-1/2" wide slotted drainage openings with a minimum total open area of 150-sq.in.

2.3 CONCRETE

- A. General: Cast-in-place concrete according to ACI 318, ACI 350R, and the following:
 - 1. Cement: ASTM C 150, Type I, 3,000-psi.
 - 2. Fine Aggregate: ASTM C 33, sand.
 - 3. Coarse Aggregate: ASTM C 33, crushed gravel.
 - 4. Water: Potable.
- B. Structures: Portland-cement design mix, 4000 psi minimum, with 0.45 maximum water-cement ratio.
 - 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
 - 2. Reinforcement Bars: ASTM A 615, Grade 60, deformed steel.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Division 31 Section "Earth Moving."

3.2 SPECIAL PIPE COUPLING AND FITTING APPLICATIONS

- A. Special Pipe Couplings: Use where indicated and where required to join piping and no other appropriate method is specified. Do not use instead of specified joining methods.

3.3 INSTALLATION, GENERAL

- A. General Locations and Arrangements: Drawings (plans and details) indicate the general location and arrangement of underground drainage systems piping. Location and arrangement of piping layout take into account many design considerations. Install piping as indicated, to extent practical. Refer to drawings for material and structure types for specific applications.
- B. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's recommendations for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.

3.4 CATCH BASIN AND DROP INLET INSTALLATION

- A. Construct inlets to sizes and shapes indicated.
- B. Set frames and grates to elevations indicated.
- C. Install prefabricated area drains per manufacturer's instructions.

3.5 CLOSING ABANDONED STORM DRAINAGE SYSTEMS

- A. Abandoned Piping: Close open ends of abandoned underground piping that is indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either of the following procedures:
 - 1. Close open ends of piping with at least 8-inch-thick brick masonry bulkheads.
 - 2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.
- B. Abandoned Structures: Excavate around structure as required and use either of the following procedures:
 - 1. Remove structure and close open ends of remaining piping.
 - 2. Backfill to grade according to Division 31 Section "Earth Moving."

3.6 FIELD QUALITY CONTROL

- A. Clear interior of piping and structures of dirt and superfluous material as the work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.
 - 1. In large, accessible piping, brushes and brooms may be used for cleaning.
 - 2. Place plug in end of incomplete piping at end of day and whenever work stops.
 - 3. Flush piping between manholes and other structures, if required by authorities having jurisdiction, to remove collected debris.
- B. Inspect interior of piping to determine whether line displacement or other damage has occurred.
 - 1. Defects requiring correction include the following:

- a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of a ball or cylinder of a size not less than 92.5 percent of piping diameter.
 - c. Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
3. Replace defective piping using new materials and repeat inspections until defects are within allowances specified.
 4. Reinspect and repeat procedure until results are satisfactory.
- C. Test new piping systems and parts of existing systems that have been altered, extended, or repaired for leaks and defects.

END OF SECTION 33 40 01