

**INTERIOR ROOM RENOVATION FOR:  
CATAWBA COUNTY ANIMAL SHELTER  
IFB NO: 24-1012**



**catawba county**  
MAKING. LIVING. BETTER.

**Date of Issue: December 15, 2023**

**Bids Received Until: January 18, 2024**

**Time: 3:00 PM ET**

**Issued by:  
Catawba County Purchasing Manager  
25 Government Drive  
Newton, North Carolina 28658  
(828) 465-8224**

## TABLE OF CONTENTS

### INTERIOR ROOM RENOVATION FOR CATAWBA COUNTY ANIMAL SHELTER CATAWBA COUNTY, NORTH CAROLINA

#### BIDDING AND CONTRACT DOCUMENTS

- i. Table of Contents
- ii. Advertisement for Bids
- iii. Instructions to Bidders
- iv. Bid Form
- v. Sample Agreement
- vi. Supplementary General Conditions of the Contract for Construction
- vii. Rules Implementing Mediated Settlement Conferences in Catawba  
County Construction Projects
- viii. Contractor Insurance Requirements
- ix. Contractor's General Warranty
- x. Reference Disclosure Form
- xi. Contractor's Sales and Use Tax Report
- xii. Catawba County Smoke Free Policy
- xiii. Catawba County Contractor Safety Guidebook

#### DRAWINGS WITH SPECIFICATIONS

- A1.0 Existing, Demolition and Renovation Floor Plans
- A1.1 Photos
- P1 Plumbing Specifications, Fixture Schedule and Partial Floor Plan
- E1 Electrical Specifications and Partial Floor Plan

ADVERTISEMENT FOR BIDS

INTERIOR ROOM RENOVATION FOR CATAWBA COUNTY ANIMAL SHELTER  
CATAWBA COUNTY, NORTH CAROLINA

BID NUMBER 24-1012

Date Issued: December 15, 2023

Bids Received Until: January 18, 2024 at 3:00 PM ET

The project generally consists of the following:

The Work to be performed under this Contract generally includes the interior room renovation for Catawba County Animal Shelter and other incidentals as shown on the Drawings and noted in the Specifications.

The project is located at 201 Government Services Drive, Newton, North Carolina.

Electronic project documents, including complete drawings and specifications for this project, can be obtained by contacting Tina M. Wright, Purchasing Manager for Catawba County, by email at [tinawright@catawbacountync.gov](mailto:tinawright@catawbacountync.gov). Bidders must include in the project document request, their business contact information including business name, business address, current email address, contact name and phone number with **Bid Number 24-1012, Interior Room Renovation for Catawba County Animal Shelter**, in the subject line. Contract Documents are also available for examination at the Catawba County Purchasing Office, Government Center, 25 Government Drive, Newton, North Carolina, 28658. A **Mandatory** Pre-Bid Conference will be held at **9:00 AM on, January 4, 2024**, at the Catawba County Animal Shelter, 201 Government Services Drive, Newton, North Carolina, 28658. This Pre-Bid Conference will meet at the front of the building.

Catawba County will receive informal bids for Interior Room Renovation for Catawba County Animal Shelter, Bid Number 24-1012, until **3:00 PM**, local prevailing time, on **January 18, 2024**. Bids received after this time will not be accepted. Bid submissions may be hand-delivered to the address below, mailed to the address below, faxed to (828) 548-2378 or e-mailed to Tina M. Wright at [tinawright@catawbacountync.gov](mailto:tinawright@catawbacountync.gov). If forwarded by mail, the envelope containing the bid should be marked on the exterior: Interior Room Renovation for Catawba County Animal Shelter (Bid No: 24-1012). Bids received will remain confidential until awarded.

<b>Mailing address for delivery of bid via US Postal Service</b>	<b>Office Address of delivery by any other method (hand delivery, overnight, or any other carrier)</b>
Bid No: 24-1012 Catawba County Government Center Attn: Purchasing Department Post Office Box 389 Newton, North Carolina 28658	Bid No: 24-1012 Catawba County Government Center Attn: Purchasing Department 25 Government Drive Newton, North Carolina 28658

To qualify, all bids shall be submitted using bid forms contained in the Contract Documents, and submittal of all information requested in the Instructions to Bidders. Incomplete or segregated bids will not be accepted.

Questions regarding the Scope of Work, bid process or bid documents must be delivered in writing to Tina M. Wright, via e-mail to [tinawright@catawbacountync.gov](mailto:tinawright@catawbacountync.gov) and, to be given consideration, must be received at least eight (8) days prior to the date fixed for the opening of bids. Appropriate responses, where required, will then be issued by addendum to all plan holders prior to the date scheduled for submittal of bids.

All bidders are notified that Catawba County has a verifiable five percent (5%) goal for participation by minority owned and women owned businesses in the total value of Work for which prime contractors are awarded pursuant to North Carolina General Statutes Section 143-128.

All bidders are hereby notified that all contractors and sub-contractors working on the project site shall comply with Catawba County Substance Abuse/Drug-Free Policy and Catawba County Smoke-Free Policy.

No bid shall be withdrawn for a period of 60 days after receipt of bids except as provided in Instructions to Bidders.

All bidders are hereby notified that they must be properly licensed under the state laws governing their prospective trades. Bidders are also notified that applicable provisions of Chapter 87 of the General Statutes of the State of North Carolina shall be observed in the receiving of bids and awarding of contracts for the Work.

The Owner reserves the right to waive informalities and to reject any and/or all bids.

Catawba County, North Carolina

END OF SECTION

## INSTRUCTIONS TO BIDDERS

1. For a bid to be considered, it must be in accordance with the following instructions:

Bids must be made in strict accordance on the "Bid Form" provided therefore and all blank spaces for the Bid Alternates and Unit Prices shall properly fill in. When requested alternates are not bid, the bid will be considered incomplete. The Bidders agree that the Bids on Bid Form detached from Specifications will be considered and will have the same force and effect as if attached hereto. Numbers shall be stated both in writing and in figures for the Base Bid and Alternates. **One (1) original shall be submitted to the Catawba County Purchasing Office.**

Bids are invited on the basis of a Single Prime contract.

Any modification to the Bid Form (including Alternates and Unit Prices) may disqualify the Bid and may cause the Bid to be rejected.

The Contractor shall fill in the Form of Bid as follows:

- A. If the documents are executed by a sole Owner, that fact shall be evidenced by the word of "Owner" appearing after the name of the person.
  - B. If the documents are executed by a Partnership, that fact shall be evidenced by the word of "Co- Partner" appearing after the name of the partner executing them.
  - C. If the documents are executed on the part of a Corporation, they shall be executed by either the President or the Vice-President and attested by the Secretary or Assistant Secretary in either case and the title of the office of such person shall appear after their signatures. The Seal of the Corporation shall be impressed on each signature page of the documents.
  - D. If the Bid is made by a Joint Venture, it shall be executed by each member of the Joint Venture in the above form for sole Owner, Partnership, or Corporation, whichever form is applicable.
  - E. All signatures shall be properly witnessed.
  - F. It shall be the specific responsibility of the Bidder to deliver this Bid to the proper official at the appointed place and prior to the announced time for the receiving of Bids. Later delivery of a Bid for any reason, including late delivery by the United States Mail, shall disqualify the Bid.
  - G. Modifications of previously deposited Bids will be acceptable only if delivered to the place of the bid opening prior to the time for opening Bids.
  - H. Unit Prices quoted in the Bids shall include overhead and profit and shall be the full compensation for the Contractor's cost involved in the work.
2. It is understood and mutually agreed that by submitting a Bid the Contractor acknowledges that he/she has carefully examined the bidding documents pertaining to the work, the locations, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site; and has satisfied him/herself as to the nature of the work, the condition of the existing buildings and structures, the conformation of the ground, the character, quality and quantity of the materials to be encountered; the character of the equipment, machinery, plant and other facilities needed preliminary to and during prosecuting of the work; the general and

local conditions; the construction hazards; and all other matters, including but not limited to, the labor situation which can in any way affect the work under the Contract; and including all safety measures required by the Occupational Safety Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a Bid, the Contractor acknowledges that he/she has satisfied him/herself as to the feasibility and meaning of the plans, drawings, Specifications, and other contract documents for the construction of the work and that he/she accepts all terms, conditions and stipulations contained therein and that he/she is prepared to work in cooperation with the other contractors performing work on the site.

3. No material substitutions will be considered during the bidding phase.
4. To ensure a fair bidding process, all questions from the contractors must be must be delivered in writing to Tina Wright, Catawba County Purchasing Manager, via email to [tinawright@catawbacountync.gov](mailto:tinawright@catawbacountync.gov) no later than **4:00 PM ET on January 11, 2024**. Questions received will be addressed in an Addendum.
5. Any Addenda to Specifications issued during the time of bidding will be sent to all plan holders and are to be considered covered in the bid and in closing a Contract will become part thereof. It shall be the Contractor's responsibility to ascertain prior to bid time the addenda issued and to see that his/her bid includes any changes thereby required. Should the Bidder find discrepancies in, or omissions from, the drawings or documents or should he/she be in doubt as to their meaning, he/she shall at once notify the County. If any bidder contemplating submitting a Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, Specifications, or other proposed contract documents, he/she may submit to the Catawba County Purchasing Manager a written request for an interpretation thereof. Any interpretation of the proposed document will be (made only by Addendum duly issued, a copy of which will be provided to each person receiving a set of such documents. Catawba County will not be responsible for any oral explanation, instructions, or interpretation of the proposed documents. Notification should not be later than eight (8) days prior to the date set for receipt of Bids.
6. All Addenda shall be acknowledged by the bidder(s) on the Bid Form. Failure to do so may disqualify the Bid and may cause the Bid to be rejected.
7. Bid Bonds are not required for this project.
8. Payment and Performance Bonds are not required for this project.
9. Bids shall be received in strict accordance with requirements of the General Statutes of North Carolina. Prior to opening of Bids on the project, the Bidder will be permitted to change or withdraw his Bid as allowed by 1-G of these Instructions. Withdrawal after opening is permitted only if all conditions specified in North Carolina General Statutes Section 143-129.1 are met. Bid submissions must be submitted by **3:00 PM ET on January 18, 2024**, and may be hand-delivered to the Catawba County Government Center, Attn: Purchasing Department, 25 Government Drive, Newton, North Carolina 28658, mailed to Catawba County Government Center, Attn: Purchasing Department, Post Office Box 389, Newton, North Carolina 28658, faxed to (828) 548-2378 or e-mailed to Tina Wright at [tinawright@catawbacountync.gov](mailto:tinawright@catawbacountync.gov). If forwarded by mail, the envelope containing the bid should be marked on the exterior: Interior Room Renovation for Catawba County Animal Shelter (Bid No: 24-1012).

9. Contractors who bid must be licensed to do work in the State of North Carolina under the Act to Regulate the Practice of General Contracting. The Contractor's North Carolina license number shall be included on the Bid Form contained in this package.
10. This is an informal construction bid process. Therefore, Bids will not be publicly opened and read. Bids received will remain confidential until awarded.
11. Bids shall be evaluated using the Total Bid. The Total Bid shall be the summation of the product of all of the Items' Unit Bid Prices by their Estimated Quantities. In the event of a math error, the Extended Totals and the Total Bid will be corrected based on the Unit Price furnished in the Bid. Bids with math errors will be compared using the corrected Total Bid (i.e., the math must be correct before a bid is considered for award).

The Owner shall take into consideration the past performance of the Bidder on Construction Contracts for Catawba County, the State of North Carolina, or other governmental agencies with particular concern given to completion times, quality of work, cooperation with other Contractors, and cooperation with the Project Manager and Owner.

The Owner reserves the right to reject any and all bids, to waive all technicalities and irregularities, and to make the award as considered to be in the best interest of the Owner.

12. For all work being performed under this Contract, Catawba County has the right to inspect, examine, and to make copies of any books, accounts, records, and other writings related to the performance of the work. Audit shall take place at times and locations mutually agreed upon by both parties, although the contractor must make the materials to be audited available within one (1) week of the request.
13. Contract completion time for all work on this project is Ninety (90) days after issuance of Notice to Proceed.
14. All bidders are notified that Catawba County shall have a verifiable five percent (5%) goal for participation by minority owned and women owned businesses in the total value of Work for which prime contractors are awarded pursuant to N.C.G.S. Section 143-128.
15. A **Mandatory** Pre-Bid Conference will be held **January 4, 2024 at 9:00 AM ET**, Catawba County Animal Shelter, 201 Government Services Drive, Newton, North Carolina, 28602. This Pre-Bid Conference will meet at the front of the building.
16. **Security of Non-public Records:** Pursuant to N.C.G.S. § 132-1.7, entitled, "Sensitive Public Security Information", public records, as defined in G.S. 132-1, shall not include information containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities. Therefore, all information provided, received, gathered or obtained by Bidder containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities shall be held confidential and shall be used by the Bidder only for the purpose of responding to this bid. All plans and drawings shall be returned to the County. Any breach of this paragraph by the Bidder may result in Bidder being barred from being awarded any contracts with the County.

17. **E-Verify:** As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.
18. The following forms must be returned with your **original** Bid:
  - a. **Bid Form (Addendum must be acknowledged on the Bid Form)**
  - b. **Signed Contractor's General Warranty**
  - c. **Signed Contractor Safety Guidebook Acknowledgement**
  - d. **Reference Disclosure Form**

**END OF INSTRUCTIONS TO BIDDER**

**BID FORM**

FOR: Interior Room Renovation for Catawba County Animal Shelter, Bid No: 24-1012  
Catawba County, North Carolina

Name of Bidder: \_\_\_\_\_

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

\_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

License Number: \_\_\_\_\_

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. This bidder further declares that he has examined the sites of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with the County of Catawba, Newton, North Carolina in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the above titled project in full and complete accordance with the plans, specifications and full and complete accordance with the contract documents to the full and entire satisfaction of Catawba County with a definite understanding that no money will be allowed for extra work without written consent of the Owner for the sum as hereinafter listed.

Pursuant to N.C.G.S. §143-128(d), all bidders shall identify on their bid the contractors they have selected for the subdivisions or branches of work for the following (if applicable):

- (1) Heating, ventilating, and  
Air conditioning: \_\_\_\_\_ License No. \_\_\_\_\_  
\_\_\_\_\_

(2) Plumbing: \_\_\_\_\_ License No. \_\_\_\_\_

\_\_\_\_\_

(3) Electrical: \_\_\_\_\_ License No. \_\_\_\_\_

\_\_\_\_\_

(4) General \_\_\_\_\_ License No. \_\_\_\_\_

\_\_\_\_\_

**TOTAL BID** \_\_\_\_\_

\_\_\_\_\_ **Dollars \$** \_\_\_\_\_

How soon can you begin work? \_\_\_\_\_

**ACKNOWLEDGEMENT:** Addendum, if issued, received and used in computing bid:

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

Respectfully submitted, the \_\_\_\_ day of \_\_\_\_\_, 2023.

Company Name: \_\_\_\_\_

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

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

END OF BID FORM

**\*\*SAMPLE\*\***  
**CONSTRUCTION CONTRACT**  
**FOR CATAWBA COUNTY ANIMAL SHELTER**  
**CATAWBA COUNTY, NORTH CAROLINA**

**THIS AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Catawba County, a body politic and a political subdivision of the State of North Carolina, (hereinafter “County”) and \_\_\_\_\_, a corporation, (hereinafter “Contractor”). County and Contractor are referred to herein each as a “Party” and collectively as the “Parties”.

**Project:** Interior Room Renovation for: Caldwell County Animal Shelter

**Owner:**  
Catawba County  
Attn: Construction Project Coordinator  
25 Government Drive  
North Carolina 28658

**Contractor:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NCGC License #: \_\_\_\_\_  
Qualifier Name: \_\_\_\_\_

**WITNESSETH:**

Contractor and County, in consideration of the mutual covenants and agreements herein contained, agree as follows:

**SCOPE OF WORK:** Contractor shall furnish and deliver all of the materials and perform all of the work described in the Contract Documents (“Work”), except as specifically indicated in the Contract Documents to be the responsibility of others (collectively the “Project”).

This Agreement consists of the Contract Documents, defined as this Construction Contract, the General Conditions, Drawings, Specifications, Addenda issued prior to execution of this Contract, Bid Forms, other documents listed in this Contract, and Modifications issued after execution of this Contract, all of which form the Agreement, and are as fully a part of this Agreement as if attached to this Contract or repeated herein. The Agreement represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract Documents include Construction Contract and the attached Exhibits as follows:

- Exhibit A: Supplementary General Conditions
- Exhibit B: Drawings with Specifications dated November 20, 2023, and entitled “Interior Room Renovation for: Catawba Co. Animal Shelter” (“Plans”).
- Exhibit C: Completed Bid Form (“Bid”)
- Exhibit D: Insurance (“COI”)
- Exhibit E: Change Orders or Modifications Subsequently Executed by the Parties, attached as Exhibits [F1-F?] (“Modifications”).

## GENERAL CONDITIONS

1. TIME OF COMPLETION: The Contractor shall commence Work to be performed under this Agreement within Ninety (90) consecutive calendar days from issuance of the Notice to Proceed. The estimated Time of Completion for the Scope of Work under this Agreement is \_\_\_\_\_ (“Time of Completion”). If the Contractor is delayed at any time in the progress of its Work by any act or negligence of the Owner, Owner’s employees or Owner’s separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner (“Justifiable Delay”), then the Time of Completion may be reasonably extended in a written order from the Owner upon written request from the Contractor within ten (10) days following the cause for Justifiable Delay, without penalty. The cost incurred as a result of any Justifiable Delay shall be borne by Owner.

If the Contractor is delayed at any time in the progress of its Work by any other cause which Owner does not deem justifiable (“Delay”), then, in Owner’s sole discretion, the Time of Completion may be reasonably extended in a written order from the Owner upon written request from the Contractor within ten (10) days following the cause for Delay, and the cost incurred as a result of the Delay shall be borne by Contractor.

If the Time of Completion is not extended by the Owner as a result of justifiable delay or by consent of the Parties, for each day that the Work is not complete in excess of the Time of Completion, the Contractor shall pay the Owner the amount of Two Hundred Fifty Dollars (\$250.00) as liquidated damages, the rate of which is reasonably estimated and mutually agreed upon in advance, to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

2. CHANGES IN THE WORK. No changes shall be made in the Work except upon written approval and change order of the Owner. Upon request of the Owner, the Contractor will make changes, additions, or alterations to the Work (“Changed Work”). The cost of all Changed Work shall be the sole responsibility of the Owner, which shall include overhead and profit, and reflected in the Change Order.
3. CONTRACTORS RESPONSIBILITIES, MATERIAL, EQUIPMENT, EMPLOYEES.
  - a. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of the Work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the Contract Documents.
  - b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
  - c. Products may generally be specified by ASTM (formerly known as American Society for Testing and Materials) or other reference standard and/or by manufacturer’s name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are

specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

- d. Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.
  - e. 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, unless Contract Documents give other specific instructions concerning these matters.
  - f. 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 performing portions of the Work under a contract with the Contractor.
  - g. If at any time during the construction and completion of the Work covered by this Agreement, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the Work, the Contractor shall order such parties removed immediately from the site.
  - h. 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. Important communications shall be confirmed in writing upon request.
  - i. The Contractor shall provide the Owner access to the Work in preparation and progress wherever located.
4. INDEPENDENT CONTRACTOR. This Agreement does not constitute Contractor an employee, agent, representative, joint venture or partner of County for any purpose whatsoever. Contractor is not authorized to make any contract, agreement, warranty or representation, express or implied, on behalf of County. Neither Contractor nor any employee or agent of Contractor has an employment status with County and are not entitled to participate in any benefits extended by County to its own employees. All persons employed by Contractor to perform Services hereunder shall be subject to the exclusive direction and control of Contractor, it being the intention of the parties that Contractor and its employees shall remain independent contractors, not subject to the control of County.
  5. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS. The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.
  6. UTILITIES. Owner may provide certain utilities such as power or water with connections and extensions by the Contractor.

7. ACCESS CONTROL. Owner will provide access as reasonably necessary to complete the Work. Contractor will be issued construction badges that will allow access to building / departments. These badges will be required to be turned back in to Owner before final payment is issued.
8. CONTRACT ADMINISTRATION. County's Construction Project Coordinator shall serve as the Contract Administrator for this Project.

Contractor's Point of Contact for this Project is the Catawba County Construction Project Manager, Bryan Morales, (828) 320-1606. Any questions regarding the project shall be directed to him.

9. HOURS OF OPERATION. The normal hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m. If working outside of those normal hours has been required for any reason, you must coordinate that with the County's Construction Project Coordinator at (828) 320-1606.
10. CODES, PERMITS AND INSPECTIONS. The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Owner/ Designer in writing. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner/ Designer, he shall bear all cost arising there from.

All work under this Agreement shall conform to the current North Carolina Building Code and other state and national codes, local ordinances and manufacturers recommendations as are applicable.

The Contractor shall cooperate with the County or municipal authorities by obtaining building permits. Permits may be obtained by the Contractor at no cost to the Owner.

11. INSURANCE. The Contractor shall not commence work until he has obtained all insurance required, and the Owner has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

Contractor will carry and maintain, throughout the period of this Agreement, at Contractor's sole expense, professional and general liability insurance of no less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and worker's compensation insurance providing statutory limit coverage, plus Employer's Liability coverage with limits of not less than \$1,000,000 per accident and \$1,000,000 for each employee for injury by disease. Defense costs shall be in excess of the limit of liability. Contractor shall also provide automobile insurance coverage, when applicable, for any owned, hired, or rented vehicle with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability and a limit of not less than \$25,000 for medical payment coverage. If employees, agents or representatives of Contractor, including specifically independent contractors under contract to Contractor, transport County's clients in their personal vehicles, Contractor will ensure that any such transportation service is covered by insurance, whether it be the insurance of Contractor or of the vehicle owner, and that vehicles are maintained in a condition that imposes no apparent risk to the clients and/or to the public.

Catawba County shall be named as an additional insured under Contractor's automobile and general liability insurance company. In the event of a loss arising out of, or related to the Contractor's services performed under this Agreement, Contractor's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.

Certificates of such insurance shall be furnished by Contractor to County at the time of, or before execution of this Agreement, and annually thereafter for any extended term hereof. Such certificates shall require the insurer issuing the underlying policy to provide County with a minimum of thirty (30) days' notice prior to modification or cancellation of said policy. The maintenance of such insurance will not in any manner affect Contractor's obligation to indemnify County as described herein. Contractor agrees that such insurance shall be primary, regardless of any other insurance coverage which County may procure for its own benefit.

12. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and Owner's consultants, and agents and employees of any of them from and against claims, damages, economic losses and expenses of any kind (including but not limited to fees and charges of engineers, attorneys, and other professionals and costs related to court action or arbitration), arising out of or resulting from performance of the Work under this Agreement, provided 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) including loss of use resulting therefrom, caused in whole or in part by 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 unless caused in whole or part by the negligence of Owner.
13. SAFETY REQUIREMENTS. The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.

The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

14. TAXES. The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
15. E-VERIFY. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor uses a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
16. EQUAL OPPORTUNITY. The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment

Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Contractor agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

17. CLEANING UP. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

If the Contractor fails to clean up as required, the Owner may do so and the cost thereof shall be charged to the Contractor.

18. WARRANTY. The Contractor shall unconditionally guarantee and warranty all materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the Specifications sections governing such roof, equipment, materials, or supplies.

19. GOVERNING LAW, CLAIMS AND DISPUTES. The Parties shall attempt in good faith to resolve any claims or disputes through mediation. In the event that a claim or dispute is not able to be resolved through Mediation, then this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina. The exclusive venue for any adversarial proceeding shall be set in Catawba County.

20. CONFLICTS OF INTEREST. Conflicts of interest must be disclosed to Owner in writing as soon as they become known to Contractor.

21. ENTIRE AGREEMENT. This Agreement, including all attachments, embodies the entire Agreement between the Parties and supersedes all previous and contemporaneous agreements, understandings and arrangements, with respect to the subject matter hereof. In the case of a conflict among the provisions in the various attached documents, unless otherwise expressly provided with reference to the conflicting section, those of this Agreement prevail over attachments.

22. AMENDMENT. This Agreement may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of both Parties.

23. SEVERABILITY. If any one or more of the provisions of this Agreement are invalid or otherwise unenforceable, the enforceability of remaining provisions will be unimpaired.
24. WAIVER. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
25. NO THIRD PARTY BENEFICIARIES. Except as expressly set forth in this Contract, this Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Contract.
26. NOTICE. Any notice to be given shall be given in writing and delivered personally or by registered or certified mail, postage prepaid to the address indicated above.
27. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.
28. FORCE MAJEURE. If Contractor's performance of Work under this Agreement is delayed by a *force majeure*, Contractor shall immediately, in any case no later than ten (10) days from the time when Contractor becomes aware of the cause of such delay, notify County of the delay, the reasons therefore and the anticipated duration of any such delay. Contractor's delay in the performance of the Work shall be excused during the duration of such *force majeure*.
29. EXECUTION. This Agreement may be executed in multiple counterparts, with each part so executed being deemed an original, however, collectively constituting but a single document.
30. SIGNATURE AUTHORITY. The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

[Signature Page Attached]

This Contract entered into as of the day and year first written above.

**OWNER:**

CATAWBA COUNTY

\_\_\_\_\_  
Mary Furtado, County Manager

\_\_\_\_\_  
Date

**CONTRACTOR:**

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

\_\_\_\_\_  
Date

**THIS INSTRUMENT** has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: \_\_\_\_\_  
Mary Morrison, Interim Chief Financial Officer

**APPROVED AS TO FORM:**

Date: \_\_\_\_\_  
Jodi Stewart, County Attorney

Date: \_\_\_\_\_  
Cynthia Eades, Risk Management

## Exhibit A

# SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

## ARTICLE 1 GENERAL PROVISIONS

### 1.1. BASIC DEFINITIONS

1.1.1 Contract for Construction ("Agreement"). The Contract Documents form the Agreement. The Agreement represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by a Modification.

1.1.2 Contract Documents. The Contract Documents consist of the Contract between Owner and Contractor (hereinafter the Contract), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, advertisement or invitation to bid, Instructions to Bidders, other documents listed in the Agreement and Modifications issued after execution of the Contract. In the event of conflicts among the contract documents, the Specifications shall take precedence over the Drawings, and the Supplementary Conditions shall take precedence over the General Conditions. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and a Subcontractor or Sub-subcontractor.

1.1.3 Contractor. The person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. Unless otherwise stated, the term "Contractor" means the General Contractor or the General Contractor's authorized representative.

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

1.1.5 Designer. The Architect or Engineer registered in accordance with the provisions of Chapter 89C of the NC General Statutes, identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Designer" refers to the Designer or the Designer's authorized representative(s). The Designer shall be entitled to performance and enforcement of obligations under the Agreement intended to facilitate performance of the Designers' duties.

1.1.6 Modification. A Modification is (1) a written amendment to the Contract signed by the 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 Designer.

1.1.7 Owner. The person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

1.1.8 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 or by separate contractors.

1.1.9 Project Manual. The Project Manual is the volume usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

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

1.1.11 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.

## 1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement. If either the Owner or Contractor or both do not sign all the Contract Documents, the Designer shall identify such unsigned Documents and insure that they are properly signed by the necessary Parties.

1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, correlated personal observations with requirements of the Contract Documents, has checked and verified all site conditions, and hereby waives any and all claims, present or future, for misrepresentation on the part of the Owner or Designer.

1.2.3 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.

1.2.4 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 Subcontractor.

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

1.3 OWNERSHIP AND USE OF DESIGNER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS. The Drawings, Specifications and other documents prepared by the Designer are instruments of the Designer's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Designer. The Owner will retain all common law, statutory and other reserved rights, in addition to the copyright of the drawings, specifications and other documents prepared by the Designer. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Designer, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Designer, and copies thereof furnished to the Contractor, are for use solely with respect to this Project; they are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects without the specific written consent of the Owner and Designer. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Designer appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Designer. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's copyright or other reserved rights.

1.4 CAPITALIZATION. Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents.

1.5 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.

## **ARTICLE 2 OWNER**

### 2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.1.1 The Owner shall furnish plans and profiles of existing County utilities. The Contractor is responsible for locating all existing utilities prior to Work.

2.1.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, 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.

2.1.3 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

2.1.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

2.2 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 seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Designer's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

### **ARTICLE 3 CONTRACTOR**

#### **3.1. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

3.1.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Section 2.1, and shall at once report to the Designer and to the Owner errors, inconsistencies or omissions discovered. If the Contractor performs any construction activity knowing, or where Contractor should have known, it involves an error, inconsistency or omission in the Contract Documents without such notice to the Designer and Owner, the Contractor shall assume full responsibility for such performance and shall bear the full costs for correction.

3.1.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Designer and Owner immediately.

3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Section 3.11.

#### **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

3.2.1 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, unless Contract Documents give other specific instructions concerning these matters.

3.2.2 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 performing portions of the Work under a contract with the Contractor.

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

3.2.4 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

### 3.3 LABOR AND MATERIALS

3.3.1 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.

3.3.2 The Contractor shall enforce strict discipline, good order and compliance with all applicable laws, ordinances and County policies among the Contractor's employees and other persons carrying out the Work under the Agreement. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.3.3 Materials, equipment or items required for a complete job which are shown on the drawings but not mentioned in the specifications or materials, equipment or items required by the specifications but not shown on the drawings, shall be furnished and installed the same as though both shown on the drawings and required by the specifications.

### 3.4 WARRANTY

3.4.1 The Contractor warrants to the Owner and Designer that materials and equipment furnished under the Contract will be fit for their intended purpose, of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or Designer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.4.2 Except as otherwise specifically stated below, the Contractor shall guarantee his materials and workmanship against defect due to faulty materials or faulty workmanship or negligence for a period of twelve (12) months following Substantial Completion of the Work, unless otherwise provided for by the Parties in the certificate of completion. Where the manufacturer's warranty on equipment or parts thereof exceeds twelve (12) months, the guarantee period on such equipment or parts thereof shall be extended to include the full warranty of the manufacturer. The Contractor shall repair or replace such defective materials, equipment or workmanship to the full satisfaction of the Owner within the stipulated guarantee period without cost to the Owner.

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

### 3.6 PERMITS, FEES AND NOTICES

3.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required when bids are received or negotiations concluded.

3.6.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

3.6.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Designer and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.6.4 If the Contractor performs Work the Contractor knows or should have known to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Designer and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

### 3.7 ALLOWANCES

3.7.1 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 against which the Contractor makes reasonable objection.

3.7.2 Unless otherwise provided in the Contract Documents: (1) materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work; (2) allowances shall cover the cost to the Contractor of materials and equipment delivered to the site and all required taxes, less applicable trade discounts; (3) 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 and not in the allowances; (4) whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by a Change Order. The amount of the Change Order shall reflect (a) the difference between actual costs and the allowances under Clause 3.7.2.(2) and (b) changes in Contractor's costs under Clause 3.7.2.(3).

3.8 SUPERINTENDENT. 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. Important communications shall be confirmed in writing upon request.

### 3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.9.1 Promptly after being awarded the Contract, the Contractor shall prepare and submit for the Designer's review and comment a construction schedule for the Work. The schedule shall not exceed time limits provided in the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. If separate prime contracts are awarded by the Owner in connection with this Project, the Contractor shall additionally submit a Contractor's construction schedule for the Work to the General Contractor in order for the General Contractor to carry out its duties under Article 6.

3.9.2 The Contractor shall prepare and keep current, for the Designer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Designer reasonable time to review submittals.

3.9.3 The Contractor shall conform to the most recent schedules.

3.10 DOCUMENTS AND SAMPLES AT THE SITE. The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Designer and shall be delivered to the Designer for submittal to the Owner upon completion of the Work.

### 3.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.11.1 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.

3.11.2 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.

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

3.11.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Designer is subject to the limitations of Paragraph 4.1.6.

3.11.5 The Contractor shall review, approve and submit to the Designer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents 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. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

3.11.6 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved or other appropriate action taken by the Designer. Such Work shall be in accordance with approved submittals.

3.11.7 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.11.8 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Designer's review and approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Owner and Designer in writing of such deviation at the time of submittal and the Designer, after consultation with the Owner, has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Designer's approval thereof.

3.11.9 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 Designer on previous submittals.

3.11.10 Informational submittals upon which the Designer is not expected to take responsive action may be so identified in the Contract Documents.

3.11.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Designer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.12 USE OF SITE. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### 3.13 CUTTING AND PATCHING

3.13.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.13.2 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### 3.14 CLEANING UP

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

3.14.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor, or deducted from the next payment to the Contractor.

3.15 ACCESS TO WORK. The Contractor shall provide the Owner and Designer access to the Work in preparation and progress wherever located.

3.16 ROYALTIES AND PATENTS. The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Designer harmless from loss unless a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has, or should have, reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Designer.

### 3.17 INDEMNIFICATION

3.17.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Designer, Designer's consultants, and agents and employees of any of them from and against claims, damages, economic losses and expenses of any kind (including but not limited to fees and charges of engineers, attorneys, and other professionals and costs related to court action or arbitration), arising out of or resulting from performance of the Work under this Agreement, provided 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) including loss of use resulting therefrom, caused in whole or in part by 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 unless caused in whole or part by the negligence of Owner. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.17.

3.17.2 In claims against any person or entity indemnified under this Section 3.17, 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 this Section 3.17, 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.

3.17.3 The obligations of the Contractor under this Section 3.17, shall not extend to the liability of the Designer, the Designer's consultants, and agents and employees of any of them arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (b) the giving of or the failure to give directions or instructions by the Designer, the Designer's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

## **ARTICLE 4 ADMINISTRATION OF THE CONTRACT**

#### 4.1 ADMINISTRATION OF THE CONTRACT

4.1.1 The Designer, in consultation with the Owner's Construction Manager ("Construction Manager"), will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative during construction through final payment, and with the Owner's concurrence, from time to time during the correction period described in Paragraph 11.2. The Designer will advise and consult with the Owner. The Designer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.1.2 The Designer will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.2. The Designer will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Designer 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 of any other persons performing portions of the Work.

4.1.3 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Designer. Communications by and with the Designer's consultants shall be through the Designer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Designer.

4.1.4 Based on the Designer's inspections, observations and evaluations of the Contractor's Applications for Payment, the Designer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

4.1.5 The Designer will have authority to reject Work which does not conform to the Contract Documents. Whenever the Designer considers it necessary or advisable for implementation of the intent of the Contract Documents, the Designer will have authority to require additional inspection or testing of the Work in accordance with Paragraphs 12.5.2 and 12.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Designer 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 Designer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.1.6 The Designer 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 Designer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Designer'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 Designer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Article 3. The Designer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Designer, of any construction means, methods, techniques, sequences or procedures. The Designer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.1.7 The Designer, in consultation with the Construction Manager, will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.

4.1.8 The Designer will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will 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, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

4.1.9 The Designer will interpret and decide matters concerning performance under and requirements of the Contract documents on written request of either the Owner or Contractor. The Designer's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Designer shall be furnished in compliance with this Paragraph 4.1.9, then delay shall not be recognized on account of failure by the Designer to furnish such interpretations until 15 days after written request is made for them.

4.1.10 Interpretations and decisions of the Designer 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 Designer will endeavor to secure faithful performance by both Owner and Contractor, and will not show partiality to either.

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

4.1.12 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Article 11.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Designer may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Designer to stop the Work shall not give rise to a duty on the part of the Designer to exercise this right for the benefit of the Contractor or any other person or entity.

## 4.2 CLAIMS AND DISPUTES

4.2.1 A Claim is a demand or assertion by one of the Parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of 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 Agreement. Claims must be made pursuant to the Dispute Resolution Procedure set forth in Paragraph 4.4. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.2.2 DECISION OF DESIGNER. Claims, including those alleging an error or omission by the Designer, shall be referred initially to the Designer for action as provided in Paragraph 4.4. A decision by the Designer shall be required as a condition precedent to mediation and litigation of a Claim between any Party involved in this construction Project as to all such matters arising prior to the date final payment is due, regardless of whether such matters relate to execution and progress of the Work or the extent to which the Work has been completed. The decision by the Designer in response to a Claim shall not be a condition precedent to litigation in the event (1) the position of Designer is vacant, (2) the Designer has not received evidence or has failed to render a decision within agreed time limits, or (3) 45 days have passed after the Claim has been referred to the Designer.

4.2.3 TIME LIMITS ON CLAIMS. Claims by the Contractor must be made within 10 days after occurrence of the event giving rise to such Claim or within 10 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered.

4.2.4 CONTINUING CONTRACT PERFORMANCE. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.2.5 WAIVER OF CLAIMS: FINAL PAYMENT. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from: (1) unsettled claims arising out of the Agreement; or (2) failure of the Work to comply with the requirements of the Contract Documents; or (3) terms of special warranties required by the Contract Documents.

4.2.6 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS. If conditions are encountered at the site which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (b) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Designer will promptly investigate such conditions and, if 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 an equitable adjustment in the Contract Sum or Contract Time, or both. If the Designer 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 Designer shall so notify the Owner and Contractor in writing stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Designer has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Designer for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

4.2.7 CLAIMS FOR ADDITIONAL COST. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (a) a written interpretation from the Designer, (b) a written order for a minor change in the Work issued by the Designer, (c) termination of the Contract by the Owner, Claim shall be filed in accordance with the procedure established herein. This Article and Article 7, shall be the exclusive means by which the Contractor may claim additional cost or damages from the Owner, and the Contractor hereby waives any and all right to claim additional cost or damages by any other remedy including, without limitation, *quantum meruit*, subrogation, or implied contract.

4.2.8 CLAIMS FOR ADDITIONAL TIME. If the Contractor wishes to make Claim for an increase in the Time of Completion, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work, and proposed measures available to be taken by the Contractor to mitigate the cost and effect of the delay on the progress of the Work. In the case of a continuing delay only one Claim is necessary. Adverse weather conditions shall not be a basis for a Claim for additional time nor costs.

4.3 INJURY OR DAMAGE TO PERSON OR PROPERTY. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice as such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 4.2.7 or 4.2.8.

#### 4.4 DISPUTE RESOLUTION PROCEDURE

4.4.1 To prevent disputes and litigation, it is agreed by the Parties that any claim, question, difficulty or dispute arising from this Agreement or the construction process shall be first submitted to the Designer to address the issue. Upon review of the Claim, the Designer shall take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Designer expects to take action, (3) reject the Claim in whole or in part stating reasons for rejection, (4) recommend approval of the Claim by the other Party, or (5) suggest a compromise. The Designer may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

4.4.2 If a Claim has been resolved, the Designer will prepare or obtain appropriate documentation.

4.4.3 The laws of the State of North Carolina shall apply to the interpretation and enforcement of this Agreement. Prior to initiating a legal action, any Party to this Agreement shall initiate the mediation process as provided in **Appendix A** to these General Conditions. Mediation, pursuant to this Section, shall be a pre-condition to initiating litigation concerning

the dispute. During the pendency of any dispute and after a determination thereof, the Parties to the dispute shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. All mediation sessions shall be held in Catawba County, North Carolina.

4.4.4 If the disputed issue cannot be resolved in mediation, the parties may seek resolution in the exclusive venue of the General Court of Justice in the County of Catawba and the State of North Carolina.

4.4.5 The dispute resolution procedure set forth in this Section shall be made available to any party involved in this construction Project including County, Contractor, Designer, Subcontractors as well as Sub-subcontractors and is a precondition to initiation of litigation concerning the dispute.

## **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 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Designer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work, including (1) Heating, ventilating, and air conditioning, (2) Plumbing, (3) Electrical, and (4) General. The Designer will promptly reply to the Contractor in writing stating whether or not the Owner or the Designer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Designer to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall NOT substitute any person or company listed in the Contractor's original Bid Proposal, except (1) if the listed subcontractor's bid is later determined by the Contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the work, or (2) with the approval of the Owner for good cause shown by the Contractor.

5.3 SUBCONTRACTUAL RELATIONS. By appropriate agreement, written where legally required for validity, 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 and conditions of the Contract Documents and this Agreement, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these documents, assumes toward the Owner and Designer. Each subcontract agreement shall incorporate by reference the applicable terms of this Agreement, and shall preserve and protect the rights of the Owner and Designer 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 which may be

at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## **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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site.

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 General Contractor shall provide for coordination of the activities of each separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate Contractors and the General Contractor in reviewing their construction schedules. The Contractor shall make any revisions to the 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 and separate contractors 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10 and 11.

6.1.5 The General Contractor shall be responsible for scheduling the work of all contractors; the maintenance of the progress schedule for all prime contractors for this Project; and for the notification of the Designer of any changes in the progress schedule.

### **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 report to the Construction Manager and Designer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 Costs caused by delays, by improperly timed activities, defective construction, or any other damages shall be borne by the Party responsible therefore. The Owner shall not be liable nor responsible for any delays or damages to the Contractor caused by separate Contractors or the Designer.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate Contractors as provided in Paragraph 10.2.5.

6.2.5 Claims and other disputes and matters in question between the Contractor and a separate Contractor shall be subject to the provisions of Sections 4.2 and 4.4, provided the separate Contractor has reciprocal obligations.

6.2.6 The Owner and each separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.13.

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 as described in Paragraph 3.14, the Owner may clean up and allocate the cost among those responsible as the Designer determines to be just.

## **ARTICLE 7 CHANGES IN THE WORK**

### **7.1 CHANGES**

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 Designer; a Construction Change Directive requires agreement by the Owner and Designer 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 Designer alone pursuant to Paragraph 7.4.

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

7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.1.5 Overhead and profit shall not exceed 10% of the value of labor and material for work performed by any contractor or subcontractor.

### **7.2 CHANGE ORDERS**

7.2.1 A Change Order is a written instrument prepared by the Designer and signed by the Owner, Contractor, and Designer, stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any; and (3) the extent of the adjustment in the Time of Completion, if any.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Paragraph 7.3.3.

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

7.3.1 A Construction Change Directive is a written order prepared by the Designer and signed by the Owner and Designer, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Time of Completion, 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 Time of Completion 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 Paragraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Designer 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 Time of Completion.

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

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Designer 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, a reasonable allowance for overhead and profit. In such case, and also under clause 7.3.3(3), the Contractor shall keep and present, in such form as the Designer may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Paragraph 7.3.6 shall be limited to the following: costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance; costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed; rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and additional costs of supervision and field office personnel directly attributable to the change.

7.3.7 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Designer. 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.

7.3.8 If the Owner and Contractor do not agree with the adjustment in Time of Completion or the method for determining it, the adjustment or the method shall be referred to the Designer for determination.

7.3.9 When the Owner and Contractor agree with the determination made by the Designer concerning the adjustments in the Contract Sum and Time of Completion, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK. The Designer or Construction Manager will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

## **ARTICLE 8 TIME**

### **8.1 DEFINITIONS**

8.1.1 Unless otherwise provided, Time of Completion 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. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

8.1.3 The date of Substantial Completion is the date certified by the Designer in accordance with Paragraph 9.9.

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 Time of Completion is a reasonable period for performing the Work. The Contractor and the Contractor's surety shall be liable for and shall pay the Owner such sums as shall be set forth in the Agreement between Owner and Contractor as liquidated damages each calendar day of delay until the work is substantially complete.

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by the Agreement to be furnished by the Contractor. The date of commencement of the work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Designer, the Contractor shall notify the Owner and Designer in writing not less than five days before commencing the Work.

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

## 8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Designer, or of an employee of either, or of a separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, verifiable unusual delay in deliveries, unavoidably casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending litigation, or by other causes which the Designer determines may justify delay, then the Time of Completion shall be extended by Change Order for such reasonable time as the Designer may determine.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.2.8.

8.3.3 Should the Work be interrupted or hindered by the Owner or Designer, the Contractor shall be entitled to an extension of time pursuant to Paragraph 4.2 in an amount equal to such interruption or hindrance but such interruption or hindrance shall not constitute a claim for damages nor for loss of anticipated profits by the Contractor.

8.3.4 Should the Work be delayed in whole by any act or acts of the Contractor, the Contractor shall not be entitled to an extension of time pursuant to Paragraph 4.2, nor shall such delay constitute a claim either for damages or for loss of anticipated profits by the Contractor. Should the Work be delayed in part by any act or acts of the Contractor and in part by any act or acts of the Owner or Designer, the Contractor shall be entitled to an extension of time pursuant to Paragraph 4.2 in an amount equal to that portion of the delay for which the Contractor is not responsible, but such delay shall not constitute a claim either for damages or for loss of anticipated profits by the Contractor.

8.3.5 Should the Work be delayed, interrupted or hindered, in whole or in part, by any act or acts of any separate prime contractors, the Contractor shall be entitled to an extension of time pursuant to Paragraph 4.2.8 in an amount equal to such delay, interruption or hindrance but such delay, interruption or hindrance shall not constitute a claim for damages nor for loss of anticipated profits by the Contractor.

## ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM. 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.

9.2 SCHEDULE OF VALUES. Before the first Application for Payment, the Contractor shall submit to the Designer a Schedule of Values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its

accuracy as the Designer may require. This Schedule of Values, unless objected to by the Designer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### 9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least twenty (20) days before the date established for each progress payment, the Contractor shall submit to the Designer an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, supported by such data substantiating the Contractor's right to payment as the Owner or Designer may require, such as copies of requisitions from subcontractors and material suppliers and reflecting retainage if provided for elsewhere in the Contract Documents.

9.3.2 Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

9.3.3 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.3.4 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 applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.5 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, and as represented by signed releases or lien waivers, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.

9.3.6 Provided an Application for Payment is received by the Designer not later than the tenth (10th) day of a month, the Owner shall make payment to the Contractor not later than the thirtieth (30th) day of the month.

9.4 RETAINAGE. To ensure proper performance of this Contract, Owner shall retain five percent (5%) of the amount of each approved Application for Payment until the Project Work is 50% complete provided that the Contractor continues to perform satisfactorily and any non-conforming Work identified in writing prior to that date has been corrected by the Contractor and accepted by the Owner. Thereafter, if the Owner determines the Contractor's performance is unsatisfactory, the Owner may reinstate retainage in the amount of 5% for each subsequent periodic Application for Payment until the Contractor's performance becomes satisfactory. The Project shall be deemed fifty percent (50%) complete when the Contractor's gross Project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the Contract Sum, except the value of materials stored on-site shall not exceed twenty percent (20%) of the Contractor's gross Project invoices for the purpose of determining whether the Project is fifty percent (50%) complete. Following 50% completion of the Project, the Owner may also withhold additional retainage from any subsequent periodic payment, not to exceed 5%, in order to allow the Owner to retain 2 ½% total retainage through the completion of the Project. Within sixty (60) days after the submission of a final pay application, the Owner with written consent of the Surety shall release to the Contractor all retainage on payments held by the Owner if (1) the Owner receives a certificate of substantial completion from the Designer or design consultant in charge of this Project, or (2) the Owner receives beneficial occupancy or use of the Project. However, the Owner may retain sufficient funds to secure completion of the Project or corrections to any Work. If the Owner retains funds, the amount retained shall not exceed two and one half times the estimated cost of the Work to be completed or corrected. Any reduction in the amount of retainage on

payments shall be with the consent of the Contractor's Surety. Retainer provisions contained in Contractor's subcontracts may not exceed the terms and conditions for retainage provided herein. Contractor is further required to satisfy the retainage provisions of N.C.G.S. 143- 134.1(b2) with regard to subcontracts for early finishing trades (structural steel, piling, caisson, and demolition) and to coordinate the release of retainage for such trades from the retainage held by Owner from the Contractor pursuant to statute. Nothing herein shall prevent the Owner from withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory job progress, defective construction not remedied, disputed work, or third party claims filed against the owner or reasonable evidence that a third party claim will be filed.

## 9.5 CERTIFICATES FOR PAYMENT

9.5.1 The Designer will, within seven (7) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Designer determines is properly due, or notify the Contractor and Owner in writing of the Designer's reasons for withholding certification in whole or in part as provided in Paragraph 9.6.1.

9.5.2 The Designer's certification for payment shall constitute a representation to the Owner, based on the Designer's inspections at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that the inspections of the construction, repairs, or installations have been conducted with the degree of care and professional skill and judgment ordinarily exercised by a member of his profession; and that to the best of his knowledge and in the professional opinion of the Designer, the Contractor has fulfilled the obligations of such plans, specifications, and contract. The Designer's certification for payment shall be signed and sealed by the Designer and presented to the Owner. 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 minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Designer. The issuance of a Certificate for Payment shall further constitute a representation by the Designer, that the Contractor is entitled to payment in the amount certified.

## 9.6 DECISIONS TO WITHHOLD CERTIFICATION

9.6.1 The Designer may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Designer's opinion, the representations to the Owner required by Paragraph 9.5.2 cannot be made. If the Designer is unable to certify payment in the amount of the Application, the Designer will notify the Contractor and Owner as provided in Paragraph 9.5.1. If the Contractor and Designer cannot agree on a revised amount, the Designer will promptly issue a Certificate for Payment for the amount for which the Designer is able to make such representations to the Owner. The Designer may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Designer's opinion to protect the Owner from loss due to: defective Work not remedied; third party claims filed or reasonable evidence indicating probable filing of such claims; failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment; reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; damage to the Owner or another contractor; reasonable evidence that the Work will not be completed within the Time of Completion, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or persistent failure to carry out the Work in accordance with the Contract Documents.

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

## 9.7 PROGRESS PAYMENTS

9.7.1 After the Designer 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 Designer.

9.7.2 The Contractor must promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor must, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

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

9.7.4 Neither the Owner nor Designer shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

9.7.5 Payment to material suppliers must be treated in a manner similar to that provided in Paragraphs 9.7.2, 9.7.3, and 9.7.4.

9.7.6 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.

9.8 FAILURE OF PAYMENT. The Contractor must not stop the Work for the failure of the Designer to issue a Certificate of Payment or the Owner to make timely payment.

#### 9.9 SUBSTANTIAL COMPLETION

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

9.9.2 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 Designer a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item or such list does not alter the responsibility for the Contractor to complete all Work in accordance with the contract Documents. Upon receipt of the Contractor's list, the Designer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Designer's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Designer. The Contractor shall then submit a request for another inspection by the Designer to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Designer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

9.9.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Designer, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

#### 9.10 PARTIAL OCCUPANCY OR USE

9.10.1 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 authorized by public authorities having jurisdiction over the Work. 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 Designer as provided under Subparagraph 9.9.2. 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 Designer.

9.10.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Designer 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.

9.10.3 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.

#### 9.11 FINAL COMPLETION AND FINAL PAYMENT

9.11.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Designer will promptly make such inspections and, when the Designer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Designer will promptly issue a Final Certificate for Payment stating that to the best of the Designer's knowledge, information and belief, and on the basis of the Designer's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said Final Certificate is due and payable. The Designer's Final Certificate for Payment will constitute a further representation that the conditions listed in Paragraph 9.11.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

9.11.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Designer (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 Agreement to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5) if required by the Owner, other or additional data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances rising 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. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.11.3 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 Designer so confirms, the Owner shall, upon application by the Contractor and certification by the Designer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for work not fully completed and accepted is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of 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 Designer 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.

9.11.4 Acceptance of final payment by the Contractor, Subcontractor or material 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**

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

10.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (hereinafter "PCB") which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Designer by phone and in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Designer.

10.1.3 The Contractor shall not be required to perform without consent of Owner and Designer any Work relating to asbestos or PCB.

### **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: employees working on the Project and other persons who may be affected thereby; 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 or the Contractor's Subcontractors or Sub-subcontractors; and 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 give notices and comply with applicable laws, ordinances, rules, 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 erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including erecting necessary barricades or other temporary walls and structures as required during the period of construction, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of 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 to property referred to in Paragraphs 10.2.1.(2) and (3), caused in whole or in part by the Contractor, 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 Paragraphs 10.2.1.(2) and (3), except damage or loss attributable to acts or omissions of the Owner or Designer 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 Article 3. All costs to repair any damage and loss to property referred to in Paragraphs 10.2.1.(2) and (3), shall be the sole responsibility of the Contractor and such repair or replacement shall be performed expeditiously without cost to the Owner.

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, required under Paragraph 3.8, unless otherwise designated by the Contractor in writing to the Owner and Designer.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.2.8 Existing utilities have been identified and described in the Contract Documents insofar as information is reasonably available, however, it is the Contractor's responsibility to verify such information and to preserve all existing utilities whether shown in the Contract Documents or not. If utility conflicts are encountered by the Contractor during construction, Contractor shall file sufficient notice to the owners of the utilities so that they may make the necessary adjustments, as well as the Designer or Designer.

10.3 EMERGENCIES. In an emergency affecting the 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 Paragraphs 4.2.7, 4.2.8 and Article 7. As soon as practicable, the Contractor must notify the Construction manager and Designer of any such emergency.

## **ARTICLE 11 UNCOVERING AND CORRECTION OF WORK**

### **11.1 UNCOVERING OF WORK**

11.1.1 If a portion of the Work is covered contrary to the Designer's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Designer, be uncovered for the Designer's observation and be replaced at the Contractor's sole expense without change in the Time of Completion.

11.1.2 If a portion of the Work has been covered which the Designer has not specifically requested to observe prior to its being covered, the Designer may request to see such Work and it shall be uncovered by the Contractor. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner or separate contractor shall be responsible for payment of such costs. If such work is in accordance with the Contract Documents, the Owner, by appropriate Change Order, shall be charged with the cost of uncovering and replacement.

### **11.2 CORRECTION OF WORK**

11.2.1 The Contractor shall promptly correct Work rejected by the Designer or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear any and all costs of correcting such rejected Work, including additional testing and inspections and compensation for the Designer's services and expenses made necessary thereby.

11.2.2 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 Paragraph 9.10.1 or by terms of an 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 written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year 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 performance of the work. This obligation under this Paragraph 11.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

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

11.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.2. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Designer, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Designer's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

11.2.5 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

11.2.6 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Paragraph 11.2.2, 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.

11.3 ACCEPTANCE OF NONCONFORMING WORK. If the Owner prefers to accept Work which 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 12 MISCELLANEOUS PROVISIONS**

12.1 GOVERNING LAW. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract, shall be brought exclusively in the General Court of Justice in the County of Catawba and the State of North Carolina, after exhausting the dispute resolution procedure set forth in Section 4.4, herein.

12.2 SUCCESSORS AND ASSIGNS. The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other Party hereto and to partners, successors, assigns, and legal representatives of such other Party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither Party to the Contract shall assign the Contract as a whole without written consent of the other. If either Party attempts to make such an assignment without such consent, that Party shall nevertheless remain legally responsible for all obligations under the Contract.

12.3 WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the business address listed in the Agreement.

12.4 RIGHTS AND REMEDIES. 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.

12.5 WAIVER OF A RIGHTS. No action or failure to act by the Owner or Designer shall constitute an obligation 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 in writing.

12.6 COMPLIANCE WITH LAWS. Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

## 12.7 TESTS AND INSPECTIONS

12.7.1 Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. 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 the Owner shall bear the costs of tests, inspections, and approvals. Should any retest be necessary due to the failure of the Work to pass the first test or for any other reason whatsoever, the Contractor shall bear all related costs of retests, inspections or re-inspections, and approvals. The Contractor shall give the Designer timely notice of when and where tests and inspections are to be made so the Designer may observe such procedures.

12.7.2 If the Designer, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Paragraph 12.5.1, the Designer 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 Designer of when and where tests and inspections are to be made so the Designer may observe such procedures.

12.7.3 If such procedures for testing, inspection or approval under Paragraphs 12.5.1 and 12.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including the costs of bringing the Work into compliance with the Contract Documents as well as the costs of any repeated procedures, testing, inspection or approval and the compensation for the additional services and expenses of the Designer.

12.7.4 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 Designer.

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

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

12.8 COMMENCEMENT OF STATUTORY LIMITATION PERIOD. As between the Owner and Contractor:

Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the Final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the Final Certificate for Payment.

After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the Final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.4, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 11.2 or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

## **ARTICLE 13 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **13.1 TERMINATION BY THE CONTRACTOR**

13.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 180 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons: issuance of an order of a court or other public authority having jurisdiction; an act of government, such as a declaration of national emergency, making material unavailable; because the Designer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Paragraph 9.6.

13.1.2 If one of the above reasons exists, Contractor shall send written notice of the condition to Owner and Designer and Owner and Designer shall have thirty (30) days to cure or correct the condition. If owner fails to cure the Condition, the Contractor may, upon seven (7) additional days' written notice to the Owner and Designer, terminate the Contract and recover from the Owner payment for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, not including overhead, profit, or damages. In no event shall Owner be responsible for lost profits, special or consequential damages.

### **13.2 TERMINATION BY THE OWNER FOR CAUSE**

13.2.1 The Owner may terminate the Contract if the Contractor: refuses or fails to supply enough properly skilled workers or proper materials; fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors; persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or otherwise is in substantial breach of a provision of the Contract Documents.

13.2.2 When any of the above reasons exist, the Owner, upon certification by the Designer that sufficient cause exists to justify such action, 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 (7) days written notice and opportunity to cure, terminate employment of the Contractor and may, subject to any prior rights of surety: take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; and finish the Work by whatever reasonable method the Owner may deem expedient.

13.2.3 When the Owner terminates the Contract for one of the reasons stated in Paragraph 13.2.1, the Contractor shall not be entitled to receive further payment.

13.2.4 If the unpaid balance of the Contract Sum does not cover the cost of finishing the Work, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner, shall be certified by the Designer, upon application, and this obligation for payment shall survive termination of the Contract.

### **13.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

13.3.1 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.

### **13.4 TERMINATION BY OWNER FOR CONVENIENCE**

13.4.1 The Owner may, at any time, terminate the Contract for the Owner's Convenience and without cause.

13.4.2 Upon receipt of written 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.

13.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work properly executed and costs incurred by reason of such termination. Termination shall not relieve the Contractor of its responsibilities for any completed portion of the Work nor shall it relieve its sureties of their obligation for and concerning any claims arising out of the Work performed.

13.4.4 In the event of termination by the Owner for convenience, the Contractor shall not be entitled to any other compensation, including compensation for lost profit, lost opportunity, or any other direct, special or consequential cost, loss or damage.

### 13.5 BANKRUPTCY

13.5.1 The bankruptcy of the Contractor shall not terminate this Contract until such time that it is specifically rejected by the Trustee or Contractor in bankruptcy. During the election period the Contractor has to assume or reject this Contract, the Contractor shall continue to perform its Work under the Contract.

13.5.2 In the event the Contractor in Bankruptcy assumes the Contract, the Contractor shall apply progress payments to all of its unpaid obligations on this Project before using any of these monies for either administrative expenses of the bankruptcy or as general assets of the estate.

### 13.6 SECURITY OF NON-PUBLIC RECORDS.

13.6.1 Pursuant to N.C.G.S. § 132-1.7 entitled, "Sensitive Public Security Information", public records, as defined in N.C.G.S. § 132-1, shall not include information containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities. Therefore, all information provided, received, gathered or obtained by Contractor containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities shall be held confidential and shall be used by the Contractor only for the purpose of fulfilling the terms of this Agreement. All plans and drawings shall be returned to the County, or otherwise destroyed at the direction of the County, upon termination or expiration of this Agreement. Any breach of this paragraph by Contractor shall result in the immediate termination of this contract.

## APPENDIX A

### RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN CATAWBA COUNTY CONSTRUCTION PROJECTS

Adopted: May 6, 2002

#### Table of Rules

#### RULE

1. Initiating Mediated Settlement Conferences
  - A. Purpose of Mandatory Settlement Conferences
  - B. Initiating the Dispute Resolution Process
  
2. Selection of Mediator
  - A. Selection of Certified Mediator by Agreement of the Parties
  - B. Nomination and Court Approval of a Non-Certified Mediator
  - C. Appointment of Mediator by Catawba County
  - D. Mediator Information Directory
  - E. Disqualification of Mediator
  
3. The Mediated Settlement Conference
  - A. Where Conference is to be Held
  - B. When Conference is to be Held
  - C. Request to Extend Deadline for Completion
  - D. Recesses
  - E. The Mediated Settlement Conference shall not be cause for the Delay of the Construction Project which is the focus of the Dispute.
  
4. Duties of Parties and Other Participants in Mediated Settlement Conferences
  - A. Attendance
  - B. Finalizing Agreement
  - C. The Mediation Fee shall be paid in accordance with N.C.G.S. 143-128(g)
  - D. Failure to Compensate Mediator
  
5. Authority and Duties of Mediators
  - A. Authority of Mediator
  - B. Duties of Mediator
  
6. Compensation of the Mediator
  - A. By Agreement
  - B. By Appointment
  
7. Mediator Certification
  
8. Rule Amendments
  
9. Time Limits

## RULE 1. INITIATING MEDIATED SETTLEMENT CONFERENCES

- A. Purpose of Mandatory Settlement Conferences. Pursuant to Catawba County Code Chapters 230.09(H) and 508.50, these Rules are promulgated to implement a system of settlement events which are designated to focus the parties' attention on settlement rather than on claim preparation and to provide a structured opportunity for settlement negotiations to take place. Nothing herein is intended to limit or prevent the parties from engaging in settlement procedures voluntarily at any time prior to or during commencement of the dispute resolution process.
- B. Initiating the Dispute Resolution Process
1. Any party to a Catawba County contract governed by Catawba County Code Chapters 230 or 508.30-50 and who is a party to a dispute arising out of the construction process in which the amount in controversy is at least \$15,000 may submit a written request to Catawba County for mediation of the dispute.
  2. Prior to submission of a written request for mediation to Catawba County, the parties requesting mediation,
    - a. If a prime contractor, must have first submitted its claim to the Project Designer (Architect, Engineer or head of project as designated by County) for review. If the dispute is not resolved through the Project Designer's instructions, then the dispute becomes eligible for mediation in this dispute resolution process, and the party may submit their written request for mediation to Catawba County.
    - b. If the party requesting mediation is a subcontractor, it must first have submitted its claim for mediation to the prime contractor with whom it has a contract. If the dispute is not resolved through the Prime Contractor's involvement, then the dispute becomes eligible for mediation in this dispute resolution process, and the party may submit its written request for mediation to Catawba County.
    - c. If the party requesting mediation is the Project Designer, then it must first submit its claim to Catawba County to resolve. If the dispute is not resolved with Catawba County's involvement, then the Project Designer's dispute is eligible for mediation in this dispute resolution process, and the Project Designer may submit its written request to Catawba County for mediation.

## RULE 2. SELECTION OF MEDIATOR

- A. Selection of Certified Mediator by Agreement of the Parties. The parties may select a certified mediator pursuant to the Rules by agreement within 21 days of requesting mediation. The requesting party shall file with Catawba County a Notice of Selection of Mediator by Agreement within 10 days of the request; however, any party may file the notice. Such notice shall state the name, address and telephone number of the mediator selected; state the rate of compensation of the mediator; state that the mediator and the other parties have agreed upon the selection and rate of compensation; and state that the mediator is certified pursuant to these Rules.
- B. Nomination and Catawba County Approval of a Non-Certified Mediator. The parties may select a mediator who does not meet the certification requirements of these Rules but who, in the

opinion of the parties and Catawba County is otherwise qualified by training or experience to mediate the action.

If the parties select a non-certified mediator, the requesting party shall file with Catawba County a Nomination of Non-Certified Mediator within 10 days of the request. Such nomination shall state the name, address and telephone number of the mediator; state the training, experience or other qualifications of the mediator; state the rate of compensation of the mediator; and state that the mediator and opposing counsel have agreed upon the selection and rate of compensation.

Catawba County shall rule on said nomination, shall approve or disapprove of the parties' nomination and shall notify the parties of its decision.

- C. Appointment of Mediator by Catawba County. If the parties cannot agree upon the selection of a mediator, either the party or party's attorney shall notify Catawba County and request, on behalf of the parties, that Catawba County appoint a mediator. The request for appointment must be filed within 10 days after request to mediate and shall state that the parties have had a full and frank discussion concerning the selection of a mediator and have been unable to agree. The request shall state whether any party prefers a certified attorney mediator, and if so, Catawba County shall appoint a certified attorney mediator. If no preference is expressed, Catawba County may appoint a certified attorney mediator or a certified non-attorney mediator.
- D. Mediator Information Directory. To assist the parties in the selection of a mediator by agreement, the parties are free to utilize the list of certified mediators maintained in any county participating in the Superior Court Mediation Settlement Conference Program which Catawba County does.
- E. Disqualification of Mediator. Any party may request replacement of the mediator by Catawba County for good cause. Nothing in this provision shall preclude mediators from disqualifying themselves.

### RULE 3. THE MEDIATED SETTLEMENT CONFERENCE

- A. Where Conference is to be Held. Unless all parties and the mediator otherwise agree, the mediated settlement conference shall be held in Catawba County. The mediator shall be responsible for reserving a place and making arrangements for the conference and for giving timely notice of the time and location of the conference to all attorneys, unrepresented parties and other persons and entities required to attend.
- B. When Conference is to be Held. The deadline for completion of the mediation shall be not less than 30 days nor more than 60 days after the naming of the mediator.
- C. Request to Extend Deadline for Completion. A party, or the mediator, may request that Catawba County extend the deadline for completion of the conference. Such request shall state the reasons the extension is sought and shall be served by the moving party upon the other parties and the mediator. If any party does not consent to the request, said party shall promptly communicate its objection to Catawba County. Catawba County may grant the request by setting a new deadline for completion of the conference or deny the request to extend the deadline.
- D. Recesses. The mediator may recess the conference at any time and may set times for reconvening. If the time for reconvening is set before the conference is recessed, no further notification is required for persons present at the conference.

- E. **The mediated settlement or the matter subject of the mediation conference shall not be cause for the delay of the construction project which is the focus of the dispute.**

RULE 4. DUTIES OF PARTIES AND OTHER PARTICIPANTS IN THE DISPUTE RESOLUTION PROCESS

A. Attendance.

1. All parties to the dispute originally presented to the Designer or Prime Contractor or County for initial resolution must attend the mediation. Failure of a party to a construction contract to attend the mediation will result in Catawba County's withholding of monthly payment to that party until such party attends the mediation.

2. Attendance shall constitute physical attendance, not by telephone or other electronic means. Any attendee on behalf of a party must have authority from that party to bind it to any agreement reached as a result of the mediation.

3. Attorneys on behalf of parties may attend the mediation but are not required to do so.

4. Sureties or insurance company representatives are not required to attend the mediation unless any monies paid or to be paid as a result of any agreement reached as a result of mediation require their presence or acquiescence. If such agreement or presence is required, then authorized representatives of the surety or insurance company must attend the mediation.

B. Finalizing Agreement. If an agreement is reached in the conference, parties to the agreement shall reduce the terms to writing and sign it along with their counsel, if counsel is present.

C. Mediation Fee. The mediation fee shall be paid in accordance with N.C.G.S. 143-128(g).

D. Failure to compensate mediator. Any party's failure to compensate the mediators in accordance with N.C.G.S. 143-128(g) shall subject that party to a withholding of said amount of money from the party's monthly payment by Catawba County.

RULE 5. AUTHORITY AND DUTIES OF MEDIATORS

A. Authority of Mediator.

1. Control of Conference. The mediator shall at all times be in control of the conference and the procedures to be followed.

2. Private Consultation. The mediator may communicate privately with any participant or counsel prior to and during the conference. The fact that private communications have occurred with a participant shall be disclosed to all other participants at the beginning of the conference.

3. Scheduling the Conference. The mediator shall make a good faith effort to schedule the conference at a time that is convenient with the participants, attorneys and mediator. In the absence of agreement, the mediator shall select the date for the conference.

B. Duties of Mediator

1. The mediator shall define and describe the following at the beginning of the conference:
  - a. The process of mediation;

- b. The difference between mediation and other forms of conflict resolution;
  - c. The costs of the mediated settlement conference;
  - d. That the mediated settlement conference is not a trial, the mediator is not a judge, and the parties retain their legal rights if they do not reach settlement;
  - e. The circumstances under which the mediator may meet and communicate privately with any of the parties or with any other person;
  - f. Whether and under what conditions communications with the mediator will be held in confidence during the conference;
  - g. The inadmissibility of conduct and statements as provided by N.C.G.S. 7A-38.1(1);
  - h. The duties and responsibilities of the mediator and the participants; and
  - i. That any agreement reached will be reached by mutual consent.
2. Disclosure. The mediator has a duty to be impartial and to advise all participants of any circumstance bearing on possible bias, prejudice or partiality.
3. Declaring Impasse. It is the duty of the mediator to timely determine that an impasse exists and that the conference should end.
4. Reporting Results of the Conference. The mediator shall report to Catawba County within 10 days of the conference whether or not an agreement was reached by the parties. If an agreement was reached, the report shall state the nature of said agreement. The mediator's report shall inform Catawba County of the absence of any party known to the mediator to have been absent from the mediated settlement conference without permission. Catawba County must require the mediator to provide statistical data for evaluation of the mediated settlement conference program.
5. Scheduling and Holding the Conference. It is the duty of the mediator to schedule the conference and conduct it prior to the deadline of completion set by the Rules. Deadlines for completion of the conference shall be strictly observed by the mediator unless said time limit is changed by a written order from Catawba County.

#### RULE 6. COMPENSATION OF THE MEDIATOR

- A. By Agreement. When the mediator is stipulated by the parties, compensation shall be as agreed upon between the parties and the mediator provided that the provision of N.C.G.S. 143-128(g) are observed.
- B. By Appointment. When the mediator is appointed by Catawba County, the parties shall compensate the mediator for mediation services at the rate in accordance with the rate charged for Superior Court mediation. The parties shall also pay to the mediator a one-time per case administration rate in accordance with the rate charged for Superior Court mediation, which is due upon appointment.

#### RULE 7. MEDIATOR CERTIFICATION

All certified mediators shall be properly certified in accordance with the rules certifying mediators in Superior Court in North Carolina. (Except when otherwise allowed by Catawba County upon the request of the parties to the mediation.)

When selecting mediators, the parties may designate a preference for mediators with a background in construction law or public construction contracting. Such requirements, while preferred, are not mandatory under these Rules.

All mediators chosen must either demonstrate they are certified in accordance with the Rules Implementing Scheduled Mediated Settlement Conference in Superior Court or must gain the consent of Catawba County to mediate any dispute in accordance with these Rules.

#### RULE 8. RULE MAKING

These Rules are subject to amendment by Catawba County at any time the County deems it appropriate.

#### RULE 9. TIME LIMITS

Any time limit provided for by these Rules may be waived or extended by the mediator the County appoints for good cause shown. If the mediator has not yet been appointed, the Designer of Record shall decide all waivers or extensions of time for good cause shown.

## CONTRACTOR INSURANCE REQUIREMENTS

Contractor shall maintain at all times during the term of this Contract, at the contractor's sole expense:

I. Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability insurance written on an occurrence basis, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$500,000 per occurrence and \$1,000,000 annual aggregate. The aggregate limit shall apply separately to each location. The limits may be satisfied by a combination of primary and excess insurance.

II. Business Automobile Insurance

At all times while the Contractor's representatives are conducting on-site work, the Contractor shall maintain Automobile Liability insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$500,000 per occurrence for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.

III. Workers Compensation & Employers Liability Insurance

At all times while the Contractor's representatives are conducting on-site work, Contractor shall maintain statutory Workers Compensation insurance in accordance with the laws of North Carolina. Contractor shall also maintain Employers' Liability insurance with limits of not less than \$500,000 per accident and \$500,000 each employee for injury by disease.

IV. General Requirements

1. Contractor agrees to provide a Certificate of Insurance ("COI") prior to the execution of the Contract. Contractor agrees to indemnify County if the insurance policy referenced in the COI does not contain, at a minimum, the coverage amounts listed on the COI.
2. Catawba County shall be named as an additional insured under Contractor's automobile, general liability and property insurance. In the event of a loss arising out of, or related to the Contractor's services performed under this Contract, Contractor's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.
3. The Contractor's General Liability, Automobile Liability, and Workers Compensation insurance must contain a waiver of subrogation in favor of the County.
4. Contractor shall be responsible for insuring all of its own personal property, improvements, and betterments.
5. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of thirty (30) days notice to the County of any material change in coverage, cancellation, or non-renewal.

6. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the state of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the County.
7. Prior to execution of the Contract, Contractor shall provide written evidence of insurance as requested by the County to confirm that these insurance requirements are satisfied. Contractor agrees to provide complete copies of policies if requested. Failure of Contractor to provide timely evidence of insurance, or to place coverage with insurance, or to place coverage with insurance companies acceptable to the County, shall be viewed as Contractor's delaying performance entitling the County to all appropriate remedies under the law including termination of the contract.

**CONTRACTOR'S GENERAL WARRANTY  
INTERIOR ROOM RENOVATION FOR CATAWBA COUNTY ANIMAL SHELTER  
CATAWBA COUNTY, NORTH CAROLINA**

The undersigned Contractor hereby warrants, in accordance with the applicable provisions and terms set forth in the Contract Documents, all materials and workmanship incorporated in INTERIOR ROOM RENOVATION FOR CATAWBA COUNTY ANIMAL SHELTER against any and all defects due to faulty materials or workmanship or negligence for a period of 12 months, or such longer periods as set forth in the Contract Documents, from the effective date of Substantial Completion. This Contractor further warrants all work incorporated in this project to remain leak proof and watertight at all points for a period of 60 months from the effective date of Substantial Completion.

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

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

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

(Corporate Seal)

Subscribed and sworn before me this

\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_ (Notary Public)

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

## REFERENCE DISCLOSURE FORM

Contractor shall provide information regarding experience in work similar to this scope of work by listing THREE (3) RECENT CLIENTS, ONLY ONE OF WHICH MAY BE A CATAWBA COUNTY GOVERNMENT LISTING. References should be clients of a similar scale as the services requested for this project.

1.      COMPANY NAME: \_\_\_\_\_  
          PERSON TO CONTACT: \_\_\_\_\_  
          TELEPHONE NUMBER: \_\_\_\_\_  
          EMAIL ADDRESS: \_\_\_\_\_  
          TYPE OF PROJECT: \_\_\_\_\_  
          SIZE OF PROJECT: \_\_\_\_\_  
  
          JOB DATES:  
          BEGINNING \_\_\_\_\_ END \_\_\_\_\_

---

2.      COMPANY NAME: \_\_\_\_\_  
          PERSON TO CONTACT: \_\_\_\_\_  
          TELEPHONE NUMBER: \_\_\_\_\_  
          EMAIL ADDRESS: \_\_\_\_\_  
          TYPE OF PROJECT: \_\_\_\_\_  
          SIZE OF PROJECT: \_\_\_\_\_  
  
          JOB DATES:  
          BEGINNING \_\_\_\_\_ END \_\_\_\_\_

---

3.      COMPANY NAME: \_\_\_\_\_  
          PERSON TO CONTACT: \_\_\_\_\_  
          TELEPHONE NUMBER: \_\_\_\_\_  
          EMAIL ADDRESS: \_\_\_\_\_  
          TYPE OF PROJECT: \_\_\_\_\_  
          SIZE OF PROJECT: \_\_\_\_\_  
  
          JOB DATES:  
          BEGINNING \_\_\_\_\_ END \_\_\_\_\_



## **SIGNAGE**

Signs will be posted in a manner and location that adequately notify employees and visitors of the smoke and tobacco-free policy.

## **EDUCATION**

Public Health Administration and the County's Public Information Officer will conduct tobacco free campus outreach through Spirit Newsletter articles; posting information and a FAQ page on SharePoint; posting information on Facebook and Twitter pages; a press release for the public; a recording for the main health department phone line; posting on the County website, and creating a flyer/document for the E-bulletin system.

## **ENFORCEMENT**

Consequences for employees who violate this smoke and tobacco free policy will be in accordance with personnel policies and may include verbal or written warning, or termination. Visitors who smoke or are seen using tobacco will be asked to refrain while on County property or leave the premises. Law enforcement officers may be contacted to escort the person off the premises or cite the person for trespassing if the person refuses to comply and leave.

This policy applies to the following County buildings and campuses:

- Catawba Valley Medical Center, Public Health, Social Services, the Family Services Center, LifeSkills
- Social Services Family Builders and group homes
- Riverbend, Bakers Mountain, and St. Stephens parks
- Justice/Government Center Complex, Animal Shelter, Garage, Maintenance
- Libraries
- Landfill/Eco Complex/Convenience Center sites
- Agricultural Resources Center Complex
- 1924 Courthouse
- EMS Bases

**County Campuses to Go Smoke and Tobacco -Free**  
**Effective: March 1, 2013; Revised February 11, 2014**

**Catawba County Government buildings have been tobacco free since 1990. The Public Health campus has been tobacco free since 2005 and the Catawba Valley Medical Center campus has been tobacco free since 2006 and smoking is not allowed at County parks. County grounds have been smoke-free since January 1, 2011. Effective March 1, 2013, all Catawba County buildings and grounds will be smoke and tobacco free.**

**BACKGROUND**

Catawba County recognizes that smoking and tobacco are health, safety and environmental hazards for employees and visitors. Catawba County recognizes its obligation to promote a healthy environment, free from unwanted smoke and tobacco usage for everyone within its facilities and on its grounds.

Catawba County recognizes that adopting a 100% smoke and tobacco-free campus policy is an effective way to help protect its employees and visitors from the harmful effects of smoke and tobacco.

As a government entity and large employer, Catawba County is on the forefront of promoting healthy behaviors and is ranked among one of the healthiest counties in the State. A major benefit of adopting a smoke and tobacco-free policy is a healthier workforce. In fact, the #1 reason why most people quit smoking and using tobacco is because their workplace has gone smoke and tobacco-free. To be a strong proponent of healthy lifestyles, it is a necessity for Catawba County to implement a 100% smoke and tobacco-free policy for all facilities.

Catawba County Public Health adopted a 100% tobacco free campus in 2005. In addition, all schools and hospitals in Catawba County have also adopted 100% tobacco free policies. It is important that Catawba County have a 100% smoke and tobacco-free campus policy in order to set an example as a government entity and also as a large employer.

**SMOKING AND TOBACCO PRODUCTS PROHIBITED**

Smoking or using any cigarette, electronic cigarette, cigar, pipe or any other tobacco product is prohibited at all times.

- In any building, facility, or vehicle owned, leased or rented (when County is Lessor), or chartered by Catawba County or any of its departments; and
- On any grounds or property, including parking lots, owned, leased or rented (when County is Lessor), or chartered by Catawba County or any of its departments.
- While on County property.



# catawba county

## human resources

---

**MAKING. LIVING. BETTER.**

Catawba County Government  
Contractor Safety Guidebook



# catawba county

## Contractor Safety Guidebook Acknowledgement

I hereby acknowledge that I have received a copy of the Catawba County Government Contractor Safety Guidebook.

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Return to: Catawba County Government  
Purchasing Department  
PO BOX 389  
Newton, NC 28658

The safety policy of Catawba County Government is to provide for the protection of its employees, citizens, visitors, facilities and surrounding environment through the development and implementation of a comprehensive safety program.

Contractors are expected to also provide safe workplaces and implement their own safety programs. This guidebook is intended to assist in coordinating Catawba County Government facilities and contractor operations during construction and renovation projects. By becoming familiar with the policies and procedures in this guidebook, the safety-minded contractor should get the job done safer and with less workplace hazards.

Contractors are expected to comply with all applicable Federal, State, and Local laws and also follow safe work practices for construction trades. Some of these regulations and safe work practices are outlined in this guidebook.

Due to the wide variety of construction operations, it is not possible to outline every conceivable applicable regulation and work practice in this guidebook. Nothing in this guidebook should be construed to be part of the contract specification.

Contractor management and supervision must thoroughly review their own work practices and workplace hazards and then provide employees all the necessary training and equipment for their safety.

EMERGENCY NUMBER — call 911.

## Table of Contents

<b>SAFETY PRORAM OBJETCTIVES</b> .....	<b>5</b>
<b>BASIC SAFETY RULES</b> .....	<b>5</b>
<b>SPECIAL PROCEDURES AND WORK PERMITS</b> .....	<b>5</b>
HAZARDOUS COMMUNICAITONS AND CHEMICAL SAFETY.....	5-6
EVACUATIONS AND TRENCHES .....	6
ELECTRICAL HAZARDS.....	6
LOCKOUT/TAG OUT .....	6-7
CONFINED SPACE ENTRY PROGRAM .....	7-8
FALL PROTECTION .....	8
SCAFFOLDS .....	8
<b>SAFETY POLICIES</b> .....	<b>8-9</b>
<b>GENERAL SAFETY PROCEDURES</b> .....	<b>9</b>

	4
OSHA GENERAL DUTY CLAUSE .....	9
GENERAL INSPECTIONS AND TRAINING .....	9
MEDICAL SERVICES AND FIRST AID .....	10
HAND AND POWER TOOLS .....	10
PERSONAL PROTECTIVE EQUIPMENT (PPE) .....	10
EAR AND FACE PROTECTION .....	10-11
HEAD PROTECTION .....	11
HEARING PROTECTION .....	11
RESPIRATORY PROTECTION .....	11
GASES, VAPORS, FUMES, DUSTS, AND MISTS .....	11-12
ELECTRICAL .....	12
FIRE PROTECTION .....	13
FLAMMABLE AND COMBUSTIBLE LIQUIDS .....	13
WELDING, CUTTING, AND HEATING .....	13-14
HOUSEKEEPING .....	14
STORAGE .....	14
LADDERS .....	14
RAILINGS .....	15
SCAFFOLDS .....	15
AIRTOOLS .....	15
COMPRESSED AIR .....	16
COMPRESSED GAS CYLINDERS .....	16
HOISTS AND CRANES .....	16
ACCIDENT RECORD KEEPING AND REPORTING REQUIREMENTS .....	16

## **SAFETY PROGRAM OBJECTIVES**

Safety and health programs strive to protect people, property, and the environment and must comply with governmental regulations. The objective of this guidebook is to assist in providing a safe environment for employees, citizens, visitors and construction workers in all areas during renovation or new construction projects.

Major objectives of a contractor's safety and health program are to:

1. Protect employees, visitors, property and the environment from potential hazards.
2. Provide a safe and healthful workplace free from recognized hazards.
3. Comply with all governmental safety, health, and environmental standards.
4. Maintain an effective health and safety program, which includes managers, supervisors, and employees.
5. Cooperate with building occupants and others involved in the work area to maintain a safe and healthful workplace.

## **BASIC SAFETY RULES**

Contractors and their employees shall:

1. Observe the posted speed limit.
2. Obey all posted warnings.
3. Observe the No Smoking and Drug Free Workplace policies on the Catawba County Government Campus.
4. Refrain from fighting and horseplay on Catawba County Government property.
5. Remain in designated areas at all times and use approved travel routes into and out of the job site.
6. Maintain work areas in an orderly manner that does not block exits or traffic through the work area.
7. Remove trash daily.

## **SPECIAL PROCEDURES AND WORK PERMITS**

The following special procedures are specific to Catawba County Government. Although some topics listed below are covered by state and federal regulations, they receive special interest in the County setting.

### **1. Hazard Communication and Chemical Safety**

- a) Contractors shall have copies of Safety Data Sheets (SDS) available at the job site for review.
- b) To ensure that all contractors' employees know and understand the hazards of all chemicals they are exposed to and how to protect themselves from hazardous chemicals, each contractor must

establish and maintain an effective hazard communication program. The program must comply with OSHA standard 29 CFR 1926.59.

- c) The contractors HAZCOM program must provide:
  - A written hazard communication program,
  - An inventory of chemicals,
  - Safety data sheets (SDS) for all chemicals at the site, • Labeling of all containers and other warnings, and
  - Employee training.
  
- d) Catawba County will provide information to contractors if known asbestos or lead hazards are involved in the construction project. Upon discovery of materials that may contain asbestos (Presumed Asbestos asbestos-containing material, PACM) or lead, the contractor should contact the Project Manager and/or Risk Manager for environmental testing.

## 2. Excavations and Trenches

- a) A daily inspection of excavations, the adjacent areas, and protective systems shall be performed by a competent person.
  
- b) Trenches more than 5 feet deep require shoring or sloping.
  
- c) Substantial barricades to prevent persons from falling into an open trench shall be maintained around the perimeter of trenches. This is especially important at the end of the workday for trenches that must remain open overnight. A plastic ribbon is not substantial for this purpose.
  
- d) Ladders will be provided at least every 25 feet for access to trenches over 4 feet deep.

## 3. Electrical Hazards

- a) It is very important that each contractor establish and maintain an effective electrical safety-related work practices program. References for such a program include OSHA standards 29 CFR 1910.331 to 1910.333 — Electrical Safety-Related Work practices and CFR 1926 Subpart K Electrical.
  
- b) Training shall be documented for all employees who face a risk of electric shock from working on, near, or with electrical circuits which are not reduced to a safe level by electrical insulation.

## 4. Lockout/Tagout

- a) The lockout/tagout standard (the control of hazardous energy standard) in 29 CFR 1926.417 and will be followed by all contractors on all job sites. The OSHA lockout/tagout procedure requires at a minimum:
  - Use of locks and/or tags on energy isolating devices.

- Special lockout/tagout procedures for jobs requiring multiple lockout/tagout devices.
  - Contractors must provide their own lockout/tagout equipment.
  - All contractors' employees, (authorized, affected, and other employees), must be trained by the contractor (or another acceptable training source) concerning lockout/tagout procedures.
  - An annual inspection shall be conducted by an authorized employee of the contractor to evaluate the implementation & efficacy of lockout/ tagout procedures.
  - Locks and/or tags must not be removed by anyone other than the employee applying them except under a special, approved permit.
  - Testing or positioning of machines or equipment will be performed only under special procedures per OSHA 29 CFR 1910.147(f).
- b) Procedures: All contractors will have a general lockout/tagout program prior to performing work at or for Catawba County Government. A written form will be required for lockout/tagout procedures for machinery on equipment which require more than one energy isolating device to be locked and/or tagged.
- c) Training: All contractors' employees will be trained by the contractor (or another acceptable training source) concerning the lockout/tagout procedures prior to beginning work at the site. A record will be kept of all employees trained and verification (by exam or other written means) that they understood the training they received. The training will include the disciplinary actions which will be taken if lockout/ tagout procedures are not followed.
- d) Inspections: Audits and inspections of the lockout/tagout procedures will be conducted routinely by the contractor's foreman, supervisor, or on-site safety personnel. A record will be kept of the inspections and the follow- up action taken.

## 5. Confined Space Entry Program

- a) Confined spaces present serious potential hazards to employees entering them, including oxygen deficiency, toxic materials, flammable materials, and hazardous energy. Each contractor must establish and maintain an effective confined space entry procedure that complies with OSHA standard 29 CFR 1926.21(b)(6) and 1910.146 when applicable.
- b) For those contractors performing work in areas with confined spaces, a copy of the confined space entry procedures must be submitted to the Project Manager and/or Risk Manager prior to beginning work at the site.
- c) Contractors must provide all equipment required for safe entry, including special rescue equipment.

## 6. Fall Protection

- a) Reasonable fall protection shall be provided to protect personnel from accidental falls associated with floors, platforms, scaffolds, guardrails, physical barriers, and elevated work locations. Standard guardrails must be provided for work locations 6 feet or more above the adjacent level per OSHA standard 29 CFR 1926.500 and fall protection generally provided over 10 feet.
- b) All employees working at unguarded locations above 6 feet in construction (10 feet on scaffolds) must be protected by properly wearing approved fall protection equipment including safety harnesses and life lines as specified by supervision. All employees required to wear approved fall protection devices must be properly trained concerning the need for and purpose of the protection. In addition, employees must be instructed in the proper use of the equipment and shall demonstrate that they know, understand, and can use the fall protection devices properly.
- c) Supervisors shall ensure the use of fall protection devices as required by 29 CFR 1926.500 Subpart M.

## 7. Scaffolds

- a) Contractors shall comply with OSHA Standards 29 CFR 1926, Subpart L on Scaffolding and 29 CFR 1910.28.
- b) Access to scaffolds shall be limited to authorized personnel only, especially after working hours.

## **SAFETY POLICIES**

- a) **Facilities, Equipment, Tools and Vehicles:** All workplace facilities equipment, tools and vehicles must be properly designed and maintained from a safety standpoint. All workplace facilities, equipment, and activities must comply with the applicable governmental regulations including OSHA and EPA. Proper stairs, ladders, platforms, and guardrails must be provided to ensure employee safety and compliance with OSHA regulations. All equipment tools and vehicles used must be used in accordance with manufacturers operating instructions.
- b) **Education and Training:** All managers, supervisors, and employees must be properly trained to recognize, evaluate, and control workplace safety and health hazards. No employee is allowed to perform a job until he or she has been properly trained to perform the job safely. Specific training must be provided concerning the safety rules and procedures pertaining to the jobs being performed. Safety and health training is to be conducted initially upon employment and at least annually thereafter. Frequent refresher training such as tool box safety talks should also be part of the training program.
- c) **Inspections:** Contractors should perform frequent and regular safety inspections.

- d) **Emergency Procedures:** All employees must know, understand, and be able to follow all workplace emergency procedures pertaining to their assignment, including calling 911. Periodic tests, drills, audits, etc. must be conducted to verify employee knowledge and understanding of all emergency procedures.
- e) **Accidents:** All accidents, incidents, injuries and illnesses must be reported to supervision immediately, so they can be properly investigated and employees properly protected. Injuries and illnesses requiring an “Employers’ first Report of Accident” will be reported to the Project Manager and/or Risk Manager.
- f) **Manual Materials Handling:** Manual materials handling and other physical activities must be performed only by those employees physically able to do so.
- g) **Enforcement:** Contractors should consider disciplinary action for unsafe acts.

## **GENERAL SAFETY PROCEDURES**

The following General Safety Procedures apply to the entire workplace and should be followed by managers, supervisors and employees.

### **1. OSHA General Duty Clause**

Hazardous conditions or practices not covered in an OSHA standard may be covered under Section 5(a)(1) of the Occupational Safety and Health Act of 1970 which states: “Each employer shall furnish to each of his employee’s employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees.”

### **2. General Inspections and Training**

- a) Contractors should designate a competent site-safety coordinator for each job site. The contractor’s site-safety coordinator should be identified to the Project Manager and/or Risk Manager in the event that safety concerns regarding the worksite arise.
- b) Contractors should initiate and maintain an inspection program to provide for frequent and regular self-inspections of the job site, materials, and equipment.
- c) Contractors should instruct each employee in the recognition and avoidance of unsafe conditions and in the regulations applicable to his or her work environment and to control or eliminate any hazards or other exposure to illnesses or injury.
- d) The use of any machinery, tool, material, or equipment which is not in compliance with any applicable requirements of North Carolina DOL or OSHA standards is prohibited.

### **3. Medical Services and First Aid**

Rev. 12/2023

- a) A person trained to render first aid is to be available at the worksite.
- b) Where the eyes or body of any person may be exposed to injurious corrosive materials, suitable facilities for quick drenching or flushing of the eyes and body shall be provided within the work area for immediate emergency use.

#### 4. Hand and Power Tools

- a) Electric power operated tools shall either be approved double-insulated, or be properly grounded, and used with ground fault circuit interrupters when used in damp or wet areas.
- b) Only authorized and properly trained employees shall use power tools.
- c) Powder actuated tools require certified operators and warning signs posted in all areas affected by the noise of the nail gun.
- d) Wrenches shall not be used when the jaws are sprung to the point that slip page occurs.
- e) Impact tools shall be kept free of mushroomed heads.
- f) The wooden handles of tools shall be kept free of splinters or cracks and shall be kept tight in the tool.

#### 5. Personal Protective Equipment (PPE)

Appropriate personal protective equipment shall be worn in all operations where there is an exposure to hazardous conditions or where the need is indicated for using such equipment to reduce the hazard to the employees.

#### 6. Eye and Face Protection

- a) Eye and face protection shall be provided when machines or operations present potential eye or face injury.
- b) Eye and face protective equipment shall meet the requirements of ANSI Z87.1-1991, "Practice for Occupational and Educational Eye and Face Protection."
- c) Employees involved in welding operations shall be furnished with filter lenses or plates of at least the proper shade number.
- d) Employees exposed to laser beams shall be furnished suitable laser safety goggles that will protect for the specific wavelength of the laser and be optical density adequate for laser involved.

## 7. Head Protection

Head protective equipment (hard hats/ helmets) shall be worn in areas where there is a possible danger of head injuries from impact, flying or falling objects, or electrical shock and burns. Hard hats/ helmets shall meet the performance requirements of ANSI Z89.1, “Standard for Industrial Protective Helmets.”

## 8. Hearing Protection

- a) Feasible engineering or administrative controls shall be utilized to protect employees against sound levels in excess of those shown in Table D-2, OSHA Standard 1926.52
- b) When engineering or administrative controls fail to reduce sound levels within the limits of Table D-2, hearing protective devices shall be provided and used.
- c) Hearing protection is required at constant noise above 85 decibels or impact noise above 140 decibels.
- d) In all cases where the sound levels exceed the values shown in safety and health regulations, a hearing conservation program shall be administered.

## 9. Respiratory Protection

- a) When engineering or administrative controls are not effective in controlling toxic substances, appropriate respiratory protective equipment will be provided and shall be used.
- b) Respiratory protective devices provided by supervisors shall be appropriate for the hazardous material involved and the extent and nature of the work requirements and conditions.
- c) Employees required to use respiratory protective devices shall be thoroughly trained in their use.
- d) Contractors should have a written respirator protection program that includes respirator training, fit-testing and medical qualification documentation.

## 10. Gases, Vapors, Fumes, Dusts, and Mists

- a) Exposure to toxic gases, vapors, fumes, dusts, and mists at a concentration above those specified in the most recent “Threshold Limit Values of Airborne Contaminants” of the ACGIH, shall be avoided.
- b) Administrative or engineering controls must be implemented whenever feasible to comply with TLV’s.
- c) When engineering and administrative controls are not feasible to achieve full compliance, protective equipment or other protective measures shall be used to keep the exposure of employees to air contaminants within the limits prescribed. Any equipment and technical measures used for this purpose must first be approved for each particular use by an industrial hygienist or other technically qualified person.

## 11. Electrical

- a) All electrical work shall be in compliance with the most recent National Electrical Code or the NEC according to the construction documents.
- b) Only qualified persons are permitted to work on or near energized conductors or parts and then only under special procedures that ensure proper employee protection.
- c) Unqualified persons shall not be allowed to work within 10 feet of energized overhead power lines.
- d) Equipment must not be operated closer than 10 feet to overhead energized power lines unless specific procedures are followed by qualified persons using appropriate protection equipment.
- e) Extension cords used with portable electric tools shall be the 3-wire type and shall be protected from damage. Splices shall have soldered wire connections with insulation equal to the original. Worn or frayed cords shall not be used.
- f) Bulbs on temporary lights shall be equipped with guards or deeply recessed in the reflector. Temporary lights shall not be suspended by their electric cords unless designed for suspension.
- g) Receptacles for attachment plugs shall be of the approved concealed contact type. Where different voltages, frequencies, or types of current are supplied receptacles shall be of such designs that attachment plugs are not interchangeable.
- h) Each disconnecting means of motors and appliances and each service feeder or branch circuit at the point where it originates shall be legibly marked to indicate its purpose, unless located and arranged so the purpose is evident.
- i) Cable passing through work areas shall be covered or elevated to protect it from damage which would create a hazard to employees.
- j) Boxes for disconnecting means shall be securely and rigidly fastened to the surface upon which they are mounted and fitted with covers.
- k) All extension cords and cord and plug connected equipment shall be protected by an assigned equipment grounding conductor program.
- l) No employer shall permit an employee to work in proximity to any part of an electric power circuit that he may contact, unless the employee is protected against electric shock by de-energizing the circuit and grounding it or by guarding it by effective insulation or other means.
- m) In work areas where the exact location of underground electric power lines is unknown, workers using jackhammers, bars, or other hand tools which may contact an energized line shall be provided with insulated protective gloves.

## 12. Fire Protection

- a) Firefighting equipment will be conspicuously located, readily accessible at all times, shall be periodically inspected, and shall be maintained in operating condition.
- b) Extinguishers are to be placed at least every 75 feet. Extinguishers are to be provided by the contractor.
- c) Each employee must know the alarm system at the worksite so the employees and the local fire department, can be alerted during an emergency.

## 13. Flammable and Combustible Liquids

- a) Flammable and combustible liquids shall only be stored in approved containers and in appropriate quantities for the job site use.
- b) Conspicuous and legible signs prohibiting smoking shall be posted in service and refueling areas.
- c) Flammable liquids shall be dispensed through grounded and bonded containers.

## 14. Welding, Cutting and Heating

- a) All employees shall be instructed in the safe use of welding equipment prior to using this equipment.
- b) Proper precautions (isolating welding and cutting, removing fire hazards from the vicinity, providing a fire watch, etc.) for fire prevention shall be taken where welding or other “hot work” is being done. No welding, cutting or heating shall be done where the application of flammable paints or the presence of any other flammable compounds, or heavy dust concentration creates a fire hazard.
- c) Arc welding and cutting operations shall be shielded by noncombustible or flameproof shields to protect persons from direct arc rays. Visual barrier screens are required for arc welding operations.
- d) When electrode holders are to be left unattended, electrodes shall be removed and the holder shall be placed or protected so that it cannot make electrical contact with employees or conducting objects.
- e) All arc welding and cutting cables shall be completely insulated and be capable of handling the maximum current requirements for the job. There shall be no repairs or splices within 10 feet of the electrode holder except where splices are insulated equal to the insulation of the cable. Defective cables shall be repaired or replaced.
- f) Fuel gas and oxygen hoses shall be easily distinguishable and shall not be interchangeable. Hoses shall be inspected at the beginning of each shift and shall be repaired or replaced if defective.
- g) General mechanical or local exhaust ventilation or airline respirators shall be provided, as required, when welding, cutting or heating:

- zinc, lead, cadmium, mercury, or beryllium-bearing, materials in enclosed spaces.
  - stainless steel with inert-gas equipment.
  - in confined spaces.
  - where an unusual condition can cause an unsafe accumulation of contaminants.
- h) Proper eye protective equipment shall be provided when appropriate.
- i) Oxygen cylinders will be stored in a well-protected, well ventilated, dry location 20 feet from combustibles.

### 15. Housekeeping

- a) Form and scrap lumber with protruding nails and all other debris shall be kept clear from all work areas.
- b) Combustible scrap and debris shall be removed at regular intervals.
- c) Containers shall be provided for collection and separation of all refuse.
- d) Covers shall be provided on containers used for flammable or harmful substances.
- e) Wastes shall be disposed of at frequent intervals
- f) Lay down areas shall be orderly and free from tripping hazards

### 16. Storage

- a) All materials stored in tiers shall be secured to prevent sliding, falling, or collapse.
- b) Aisles and passageways shall be kept clear and in good repair.
- c) Storage of materials shall not obstruct exits.
- d) Materials shall be stored with due regard to their fire characteristics.

### 17. Ladders

- a) The use of ladders with broken or missing rungs or steps, broken or split side rails or with other faulty or defective construction is prohibited. When ladders with such defects are discovered they shall immediately be withdrawn from service.
- b) Portable ladders shall be placed on a substantial base at a 4 to 1 pitch, have clear access at top and bottom, extend a minimum of 36 inches above the landing, or be provided with grab rails and secured against movement while in use.
- c) Portable metal ladders shall not be used for electrical work or where they may contact electrical conductors.
- d) Job-made ladders shall be constructed for their intended use. Cleats shall be inset into side rails 1/2 inch, or filler blocks used. Cleats shall be uniformly spaced, 12 inches, top-to-top.
- e) Except where either permanent or temporary stairways or suitable ramps or runways are provided, ladders shall be used to give safe access to all elevations.
- f) All users of ladders shall be properly trained and documented by the contractor.
- g) Ladders shall be inspected periodically by the contractor.

### 18. Railings

- a) A standard railing used to protect personnel from falls shall consist of top rail, intermediate rail, toe board, and posts, and have a vertical height of approximately 42 inches from upper surface of top rail to the floor, plat- form, etc.

- b) The top rail of a railing shall be smooth-surfaced, with strength to withstand at least 200 pounds. The intermediate rail shall be approximately halfway between the top rail and floor.
- c) A stair railing shall be of construction similar to a standard railing, but the vertical height shall be not more than 34 inches, nor less than 30 inches from upper surface of top rail to surface of tread in line with face or riser at forward edge of tread.

## 19. Scaffolds

- a) Scaffolds shall be erected on sound, rigid footing, capable of carrying the maximum intended load without settling or displacement.
- b) Scaffolds and their components shall be capable of supporting, without failure, at least 4 times the maximum intended load.
- c) Guardrails and toe boards shall be installed on all open sides and ends of platforms more than 10 feet above the ground or floor, except needle beam scaffolds and floats. Scaffolds 4 feet to 10 feet in height, having a minimum dimension in either direction of less than 45 inches, shall have standard guardrails installed on all open sides and ends of platform.
- d) There shall be a screen with maximum 1/2-inch openings between the toe board and the guardrail, where the persons are required to work or pass under the scaffold.
- e) All planking shall be Scaffold Grade or equivalent. The maximum permissible span for 1 1/4 x 9 inch or wider plank of full thickness is 4 feet, with medium loading of 50 p.s.f.
- f) Scaffolding planking shall be overlapped a minimum of 12 inches or secured from movement.
- g) Scaffold planks shall extend over their end supports not less than 6 inches nor more than 12 inches.
- h) All scaffolding and accessories shall have any defective parts immediately replaced or repaired.
- i) An access ladder or equivalent safe access shall be provided.

## 20. Air Tools

- a) Pneumatic power tools shall be secured to the hose or whip in a positive manner to prevent accidental disconnection.
- b) Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
- c) The manufacturer's safe operating pressure for all fittings shall not be exceeded.
- d) All hoses exceeding 1/2-inch inside diameter shall have a safety device at the source of supply or branch line to reduce pressure in case of hose failure.

## 21. Compressed Air

- a) Compressed air used for cleaning purposes shall not exceed 30 psi.
- b) Compressed air for cleaning will only be used with effective chip guarding and personal protective equipment. This requirement does not apply to concrete form, mill scale, and similar cleaning operations.

## 22. Compressed Gas Cylinders

- a) Valve protection caps shall be in place when compressed gas cylinders are transported, moved, or stored.

- b) Cylinder valves shall be closed when work is finished and when cylinders are empty or moved.
- c) Compressed gas cylinders shall be secured in an upright position at all times, except if necessary for short periods of time when cylinders are actually being hoisted or carried.
- d) Cylinders shall be kept at safe distances or shielded from welding or cutting operations. Cylinders shall be placed where they cannot become part of an electrical circuit.
- e) Oxygen and fuel gas regulators shall be in proper working order while in use.
- f) Applicable technical portions of American National Standards Institute, Z49.1, Safety in Welding and Cutting, shall be followed.

### 23. Hoists and Cranes

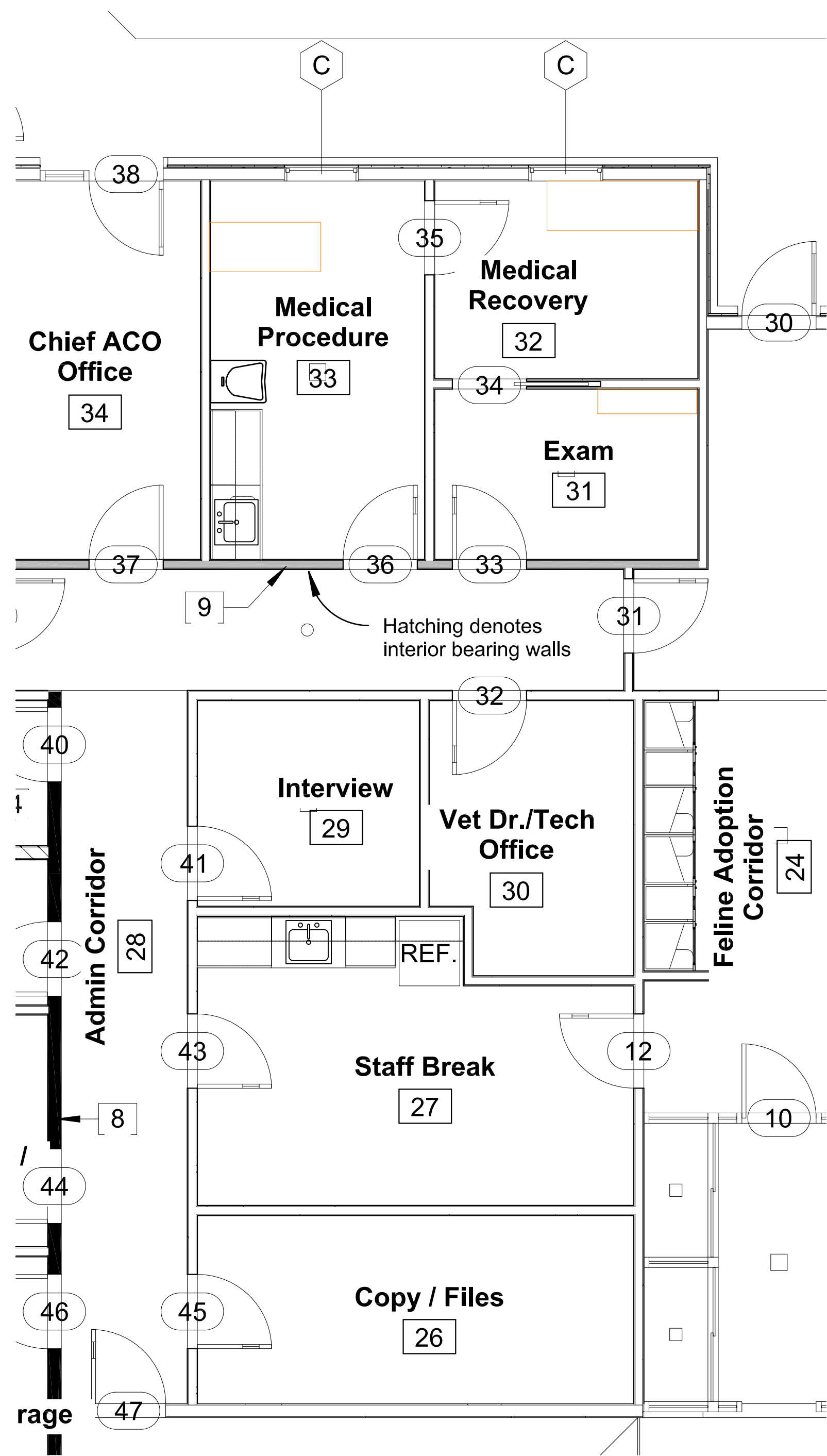
- a) Contractors must comply with the manufacturer's specifications and limitations for hoists. Rated load capacities, recommended operating speeds, and special hazard Warnings or instructions shall be posted on cars and platforms.
- b) Suspended loads should never be moved directly over personnel.

### 24. Accident Record Keeping and Reporting Requirements

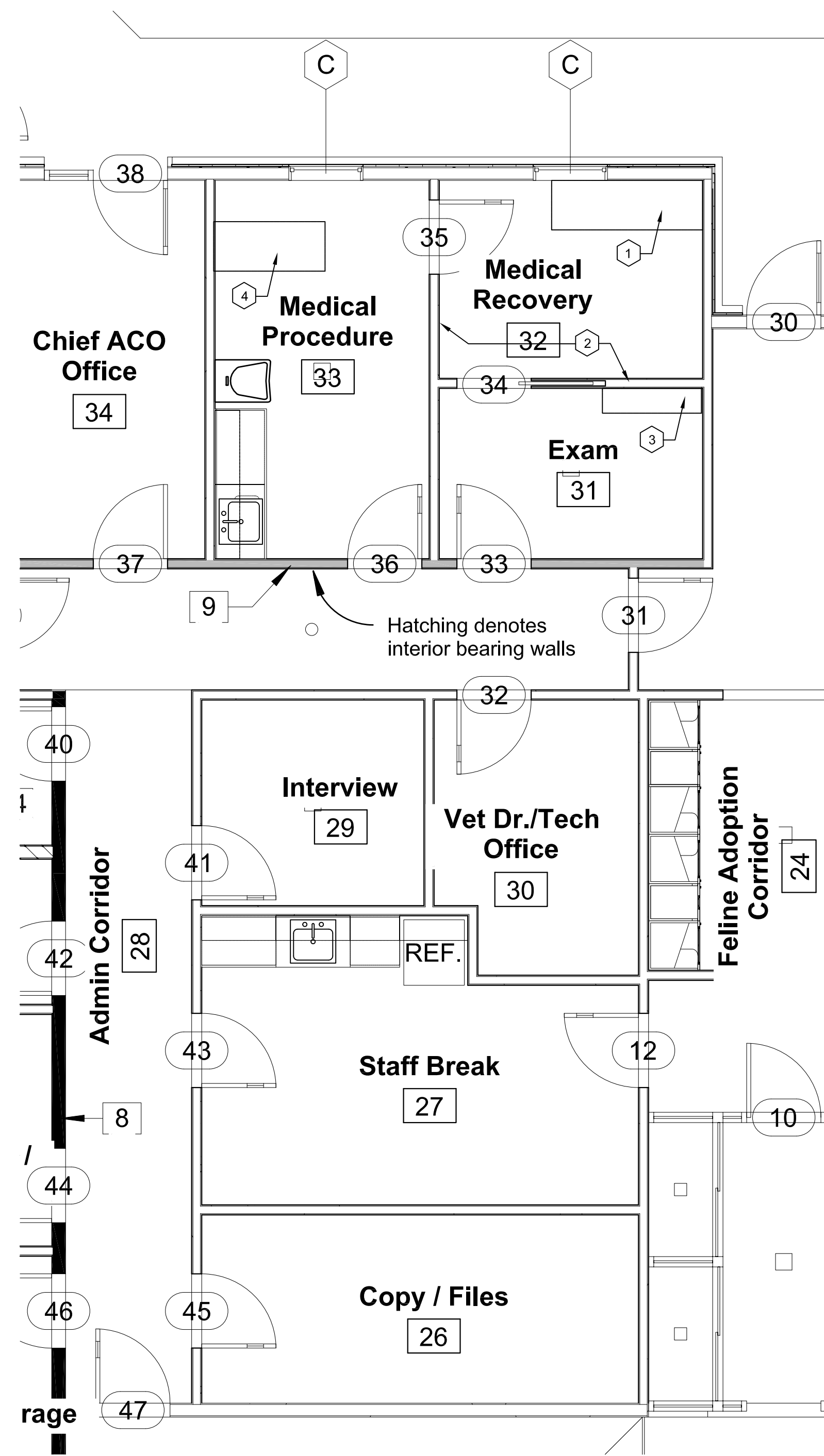
Within eight (8) hours after the death of any employee from a work-related incident.

Within 24 hours of the in-patient hospitalization of one or more employees, amputation or loss of eye as a result of a work-related incident.

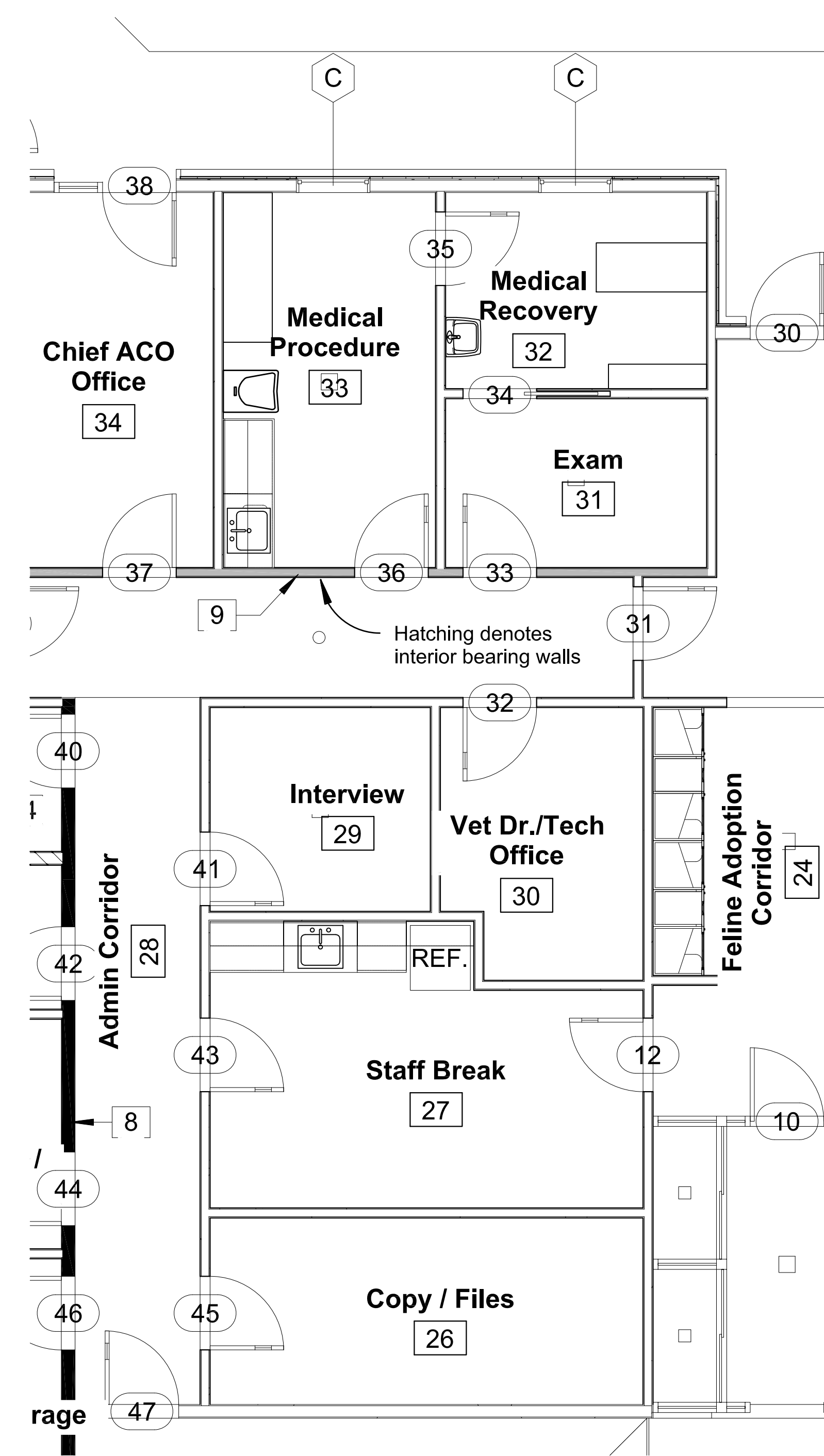
Risk Management will call OSH Division at 1-800-625-2267 or 919-779-8560.



1 EXISTING CONDITIONS PLAN  
 PLAN NORTH  
 A1.0 1/4" = 1'-0"



1 DEMOLITION FLOOR PLAN  
 PLAN NORTH  
 A1.0 1/4" = 1'-0"



1 RENOVATION FLOOR PLAN  
 PLAN NORTH  
 A1.0 1/4" = 1'-0"

**GENERAL NOTES:**

- A. DISCREPANCIES: THE CONTRACTOR SHALL INFORM THE ARCHITECT IN WRITING OF ANY DISCREPANCIES OR OMISSIONS NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS OR OF ANY VARIATIONS NEEDED IN ORDER TO CONFORM TO CODES, RULES AND REGULATIONS. UPON RECEIPT OF SUCH INFORMATION, THE ARCHITECT WILL SEND WRITTEN INSTRUCTION TO ALL CONCERNED. ANY SUCH DISCREPANCY, OMISSION, OR VARIATION NOT REPORTED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND WORK SHALL BE PERFORMED IN A MANNER DIRECTED BY THE ARCHITECT.
- B. EXISTING CONDITIONS: ALL EXISTING INFORMATION WAS TAKEN FROM DRAWINGS FURNISHED BY OTHERS WHICH MAY OR MAY NOT BE CORRECT. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS AT THE JOB SITE. ANY DISCREPANCIES OR VARIATIONS FROM THE CONDITIONS SHOWN ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IN WRITING.
- C. DRAWING SCALES: THESE DRAWINGS ARE PREPARED TO THE SCALES NOTED, HOWEVER, DIMENSIONS ARE NOT TO BE DERIVED BY SCALING THE PLANS, SECTIONS OR DETAILS. IF THERE ARE ANY QUESTIONS ABOUT DETAILS OR DIMENSIONS, CONTACT THE ARCHITECT FOR INFORMATION PRIOR TO STARTING WORK.
- D. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 NC STATE BUILDING CODE, HC ENERGY FODE, ADA, ANSI 117.1 AND ALL OTHER LOCAL CODE REGULATIONS HAVING JURISDICTION.
- E. FRAMING LUMBER IN CONTACT WITH MASONRY, CONCRETE, OR STEEL SHALL BE PRESSURE TREATED.
- F. GENERAL CONTRACTOR SHALL PROVIDE ALL MISCELLANEOUS LOOSE STEEL LINTELS AS REQUIRED WHERE MECHANICAL, PLUMBING OR ELECTRICAL EQUIPMENT PASS THRU WALLS OR OVER ANY BUILT-IN ITEMS IN MASONRY WALLS.
- G. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE OWNER THE SELECTION OF ALL ITEMS NOT SPECIFIED ON THE DRAWINGS.
- H. WHERE DISSIMILAR METALS MEET, PLACE BUILDING FELT BETWEEN OR SEPARATE BY CONVENTIONAL CONSTRUCTION PRACTICES.

**DEMOLITION NOTES**

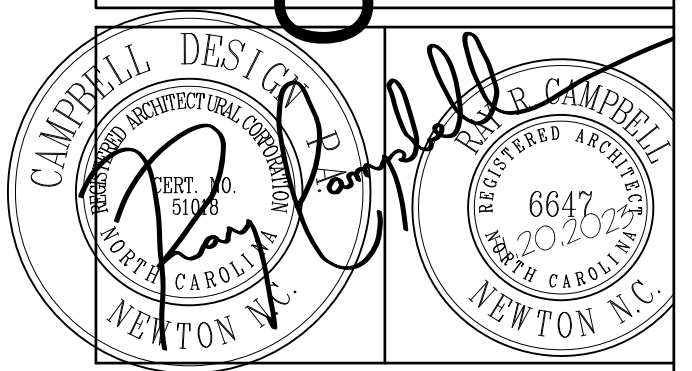
- 1 REMOVE AND RELOCATE EXISTING CABINET TO ROOM 33. REPAIR WALLS IN ROOM 32 WHERE CABINET IS REMOVED TO AS NEW CONDITION AND REPAINT AFFECTED WALLS, CORNER TO CORNER.
- 2 SEE PLUMBING AND ELECTRICAL DRAWINGS FOR EXTENT OF DEMOLITION WORK REQUIRED TO OPEN ACCESS SERVICES FOR NEW LAVATORY.
- 3 REMOVE AND RELOCATE WALL CABINET TO ROOM 32. CABINET IS PLACED ON OPPOSITE SIDE OF WALL FROM PRESENT LOCATION. WALL AT EXISTING LOCATION TO BE RESTORED TO "AS NEW" CONDITION AND PAINTED CORNER TO CORNER WHERE CABINET WAS REMOVED.
- 4 RELOCATE EXISTING EXAM TABLE AND LIGHT FROM ROOM TO ROOM 32. PRIOR TO INSTALLING CABINET AT WALL, DO ANY NECESSARY REPAIR WORK ON WALL. AND PAINT AS REQUIRED.

**DRAWING INDEX**

- ARCHITECTURAL**
- A1.1 EXISTING, DEMOLITION AND RENOVATION PLANS
- A1.2 PHOTOS
- PLUMBING**
- P1 PLUMBING SPECIFICATIONS, FIXTURE SCHEDULE AND PARTIAL FLOOR PLAN
- ELECTRICAL**
- E1 ELECTRICAL SPECIFICATIONS AND PARTIAL FLOOR PLAN

© CAMPBELL DESIGN PA  
 THIS DRAWING IS THE PROPERTY OF CAMPBELL DESIGN, PA AND IS SUBJECT TO FEDERAL COPYRIGHT LAWS. THIS DRAWING MAY NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF CAMPBELL DESIGN, PA

**INTERIOR ROOM RENOVATION FOR:  
 CATAWBA CO. ANIMAL SHELTER**  
 201 GOVERNMENT SERVICES DRIVE  
 NEWTON, NC 28658



PROJECT NO. 736 23

REVISIONS

DATE ISSUED  
 11.20.2023

SHEET

**A1.0**



PHOTO ONE:  
ROOM 32 - CABINET TO BE  
RELOCATED TO ROOM 33.



PHOTO TWO:  
ROOM 32 - CABINET TO BE  
RELOCATED TO ROOM 33.

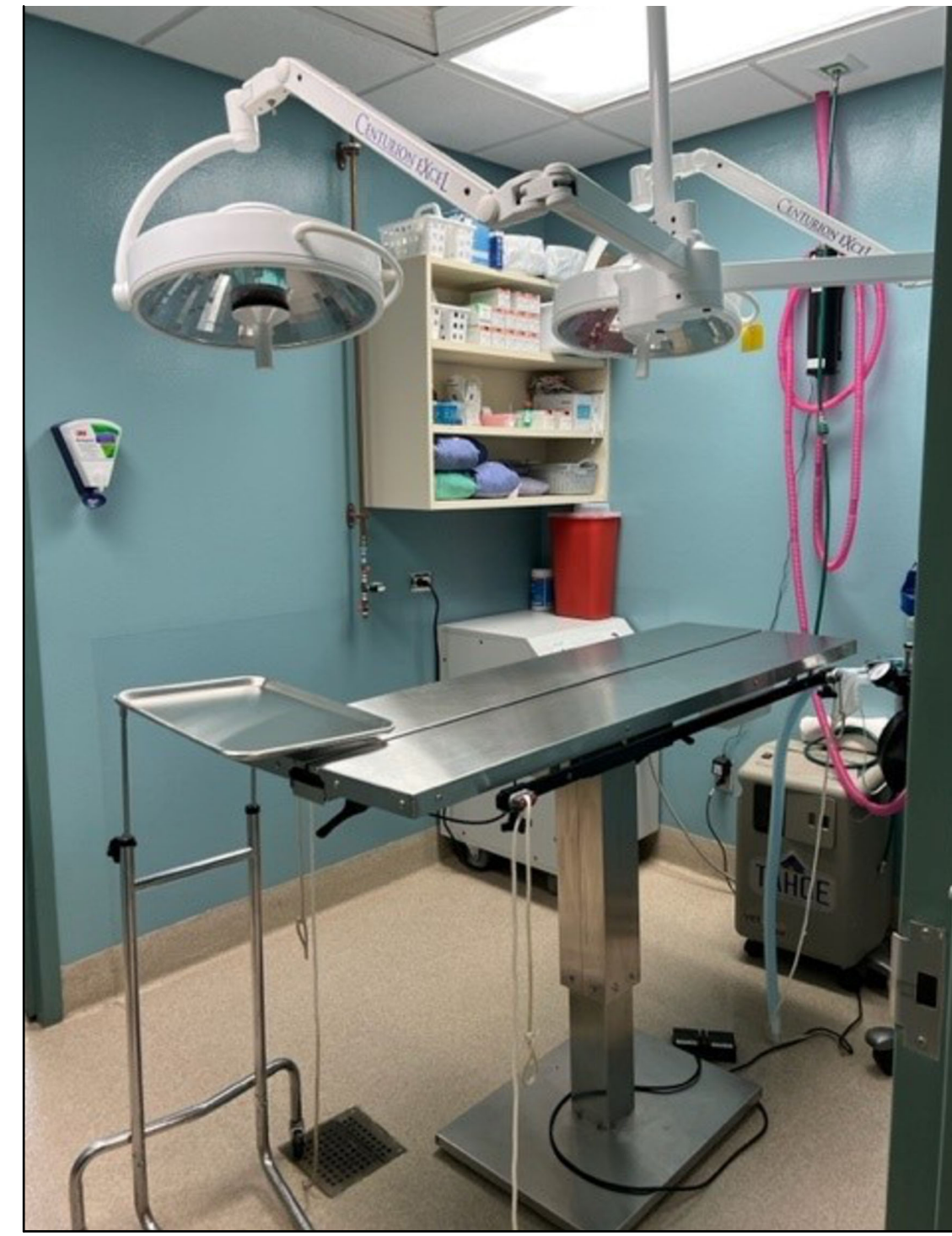


PHOTO THREE  
ROOM 34 - WALL CABINET TO BE  
RELOCATED TO ROOM 32.



PHOTO FOUR  
ROOM 33 - EXAM TABLE TO BE  
RELOCATED TO ROOM 32.



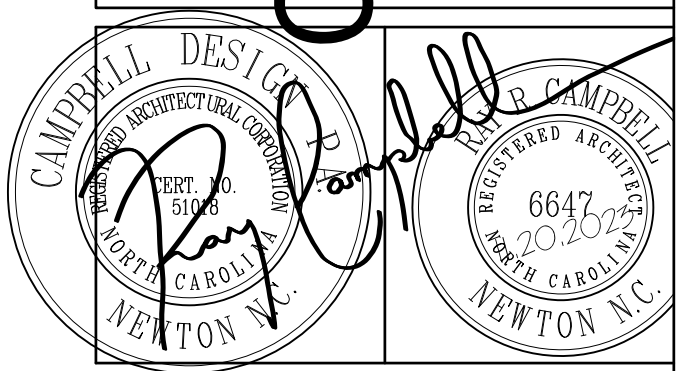
PHOTO FIVE  
ROOM 33 - EXAM TABLE TO BE  
RELOCATED TO ROOM 32.

**Campbell  
Design**  
built architecture

29 S College Ave · Newton, NC 28658  
828.994.4444 · campbelldesign.com

© CAMPBELL DESIGN PA  
THIS DRAWING IS THE PROPERTY  
OF CAMPBELL DESIGN, PA AND IS  
SUBJECT TO FEDERAL  
COPYRIGHT LAWS. THIS  
DRAWING MAY NOT BE  
REPRODUCED, PUBLISHED OR  
USED IN ANY WAY WITHOUT THE  
WRITTEN PERMISSION OF  
CAMPBELL DESIGN, PA

INTERIOR ROOM RENOVATION FOR:  
**CATAWBA CO. ANIMAL SHELTER**  
201 GOVERNMENT SERVICES DRIVE  
NEWTON, NC 28658



PROJECT NO. 736 23  
REVISIONS  
DATE ISSUED  
11.20.2023  
SHEET

**A1.1**

GENERAL PLUMBING SPECIFICATIONS

**SOIL, WASTE AND VENT PIPING:** WASTE PIPING SHALL BE P.V.C. - D.W.V. SCHEDULE 40 SOLID CORE PIPE

GRADE WASTE PIPING 1/4 INCH PER FOOT (MIN) FOR PIPE SIZES 2-1/2" OR LESS. FOR PIPE SIZES 3" TO 6", GRADE 1/8 INCH PER FOOT (MIN), 8" OR LARGER PIPE, GRADE MIN 1/16 INCH PER FOOT. ALL VENT PIPING SHALL BE GRADED AS TO DRAIN BACK TO THE DRAINAGE PIPE BY GRAVITY. REFER TO TABLE 704.1 OF THE NC PLUMBING FOR MINIMUM SLOPE REQUIRED.

**WATER PIPING:** ALL WATER PIPING 3" AND SMALLER SHALL BE TYPE "K" (UNDER GROUND) OR TYPE "L" (ABOVE GROUND) COPPER TUBING WITH FORGED FITTINGS AND SWEAT CONNECTIONS. DIELECTRIC UNIONS, EPCO SALES, INC., SERIES FX SHALL BE INSTALLED BETWEEN COPPER PIPE AND WATER HEATER. ALL FITTINGS SHALL BE SWEAT TYPE WROUGHT COPPER WITH WALL THICKNESS EQUAL TO PIPE WALL THICKNESS. ALL JOINTS SHALL BE MADE WITH 95-5 SOLDER OR SILVABRITE 100. NO SOLDER W/LEAD SHALL BE PERMITTED.

ALL ROUGHING-IN PIPING SHALL BE RUN CONCEALED. ALL EXPOSED WATER LINES, STOPS, TRAP AND WASTE PIPE AT THE FIXTURES SHALL BE CHROME PLATED BRASS, WHICH FOR THE MOST PART WILL BE FURNISHED WITH THE FIXTURES. CHROME PLATED ESCUTCHEON RINGS SHALL BE USED AT EACH POINT OF ENTRANCE OF CHROME PIPING INTO WALLS, FLOORS, OR CEILINGS. EXPOSED WORK SHALL BE UNIFORM IN HEIGHT AND LOCATION FOR EACH TYPE FIXTURE.

WATER PIPING UNDER GROUND OUTSIDE OF BUILDING SHALL BE AT LEAST 36 INCHES BELOW THE FINISHED GRADE SURFACE.

**THERMAL INSULATION:** ALL HOT AND COLD WATER PIPING INSIDE BUILDING AND IN CRAWL SPACE, ALL HOT WATER PIPING BELOW GRADE, AND COLD WATER PIPING BELOW GRADE WITHIN 3'-0" OF OUTSIDE SHALL BE INSULATED WITH 1" THICK "ARMAFLEX" OR IMCOA WITH SEALED JOINTS OR PREMOLDED FIBERGLASS WITH VAPOR BARRIER JACKET.

**SUBMITTAL:** THE CONTRACTOR SHALL WITHIN (15) DAYS OF RECEIPT OF PROPERLY SIGNED CONTRACT SUBMIT TO THE ARCHITECT/ENGINEER FOR APPROVAL (5) COPIES OF A LIST OF SUPPLIES AND MANUFACTURER'S MATERIAL AND EQUIPMENT TO BE USED ON THIS PROJECT.

SUBSTITUTION OF MATERIALS AND/OR EQUIPMENT FOR THAT SPECIFIED WILL NOT BE ACCEPTED WITHOUT PRIOR WRITTEN APPROVAL BY THE ARCHITECT/ENGINEER PRIOR TO RECEIPT OF BIDS.

**GENERAL:** THE ENTIRE PLUMBING SYSTEM SHALL BE IN ACCORDANCE WITH THE 2018 N.C. STATE PLUMBING CODE. SUBMIT THREE (3) COPIES OF PLUMBING INSPECTION CERTIFICATES TO OWNER. PLUMBING CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS REQUIRED BY GOVERNING AUTHORITIES FOR WORK DONE UNDER THIS CONTRACT. PROVIDE AND INSTALL ALL SUPPORTS, BRACKETS, MATERIALS AND LABOR AS REQUIRED FOR A COMPLETE AND ACCEPTABLE PLUMBING SYSTEM. PLUMBING CONTRACTOR SHALL CLEAN ALL PLUMBING FIXTURES AFTER ALL CONSTRUCTION IS COMPLETE.

**GUARANTEE:** THE PLUMBING CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM DATE OF FINAL ACCEPTANCE BY OWNER STATING THE DAY THE GUARANTEE BEGINS AND ENDS.

**WATER HAMMER CONTROL:** ARRESTORS SHALL BE SIZED AND APPLIED IN ACCORDANCE WITH THE PLUMBING AND DRAINAGE INSTITUTE STANDARD PDI-WH-201. EQUIPMENT EQUAL TO JOSAM #75000 OR EQUAL BY AMTROL, WADE, SIOUX CHIEF OR SMITH IS ACCEPTABLE. PROVIDE "KARP" ACCESS COVER IN WALL TO SERVICE WATER HAMMER ARRESTORS.

**FIXTURE SCHEDULE:**

SEE DRAWINGS.

**CLEANOUTS:**

CLEANOUTS SHALL BE AS FOLLOWS:

FLOOR CLEANOUTS - IN FINISHED AREAS - JOSAM #5500-1-SQ WITH SQUARE NICKEL BRONZE TOP

- IN TILE FLOORS -JOSAM #5500-1-SQ
- IN CARPETED FLOORS -JOSAM #5500-1-SQ

WALL CLEANOUTS - JOSAM #58710 WITH STAINLESS STEEL COVERPLATE

CLEANOUTS IN EXPOSED PIPING - JOSAM #58900

EXTERIOR CLEANOUTS - JOAM # 56050 W/ROUND NICKEL BRONZE TOP

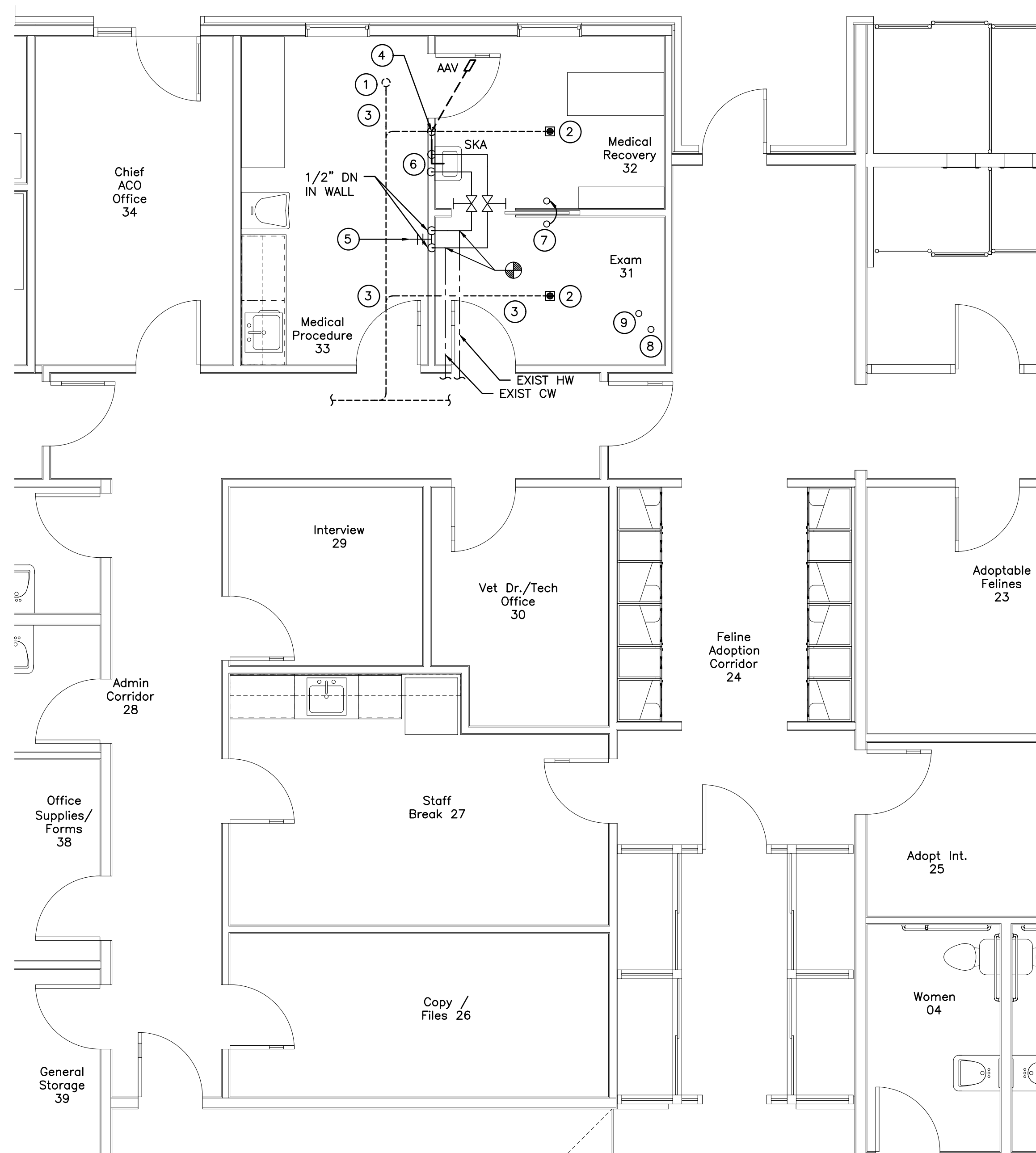
CLEANOUTS IN WATERPROOF FLOOR SHALL HAVE FLASHING FLANGE AND CLAMPING DEVICE.

CLEANOUTS IN CARPETED AREAS SHALL BE PROVIDED WITH CARPET MARKERS.

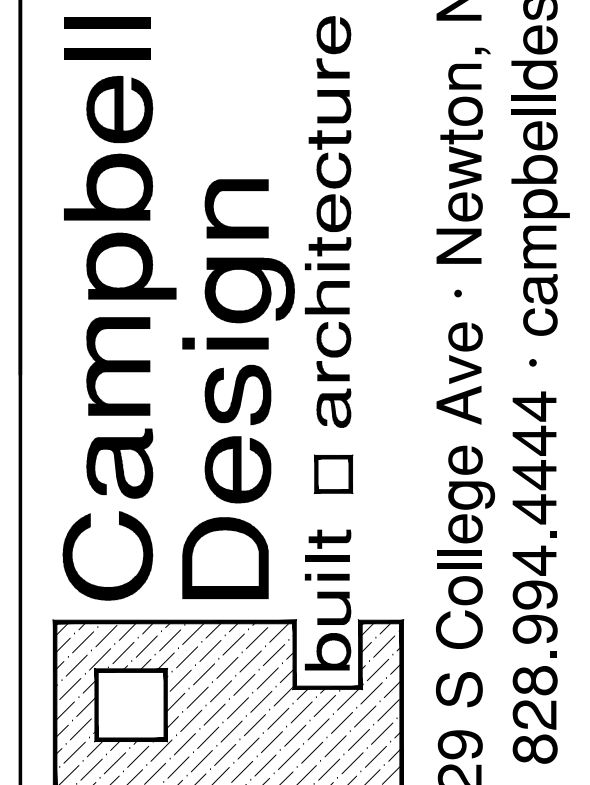
PLUMBING FIXTURE SCHEDULE			NOTE: ALL FIXTURE APPURTENANCES SHALL BE SUPPLIED BY FIXTURE MANUFACTURER.			
FIXTURE SYMBOL	FIXTURE TYPE	FIXTURE DESCRIPTION	CONNECTION SIZES			
			W	V	CW	HW
SKA	SINGLE COMP. SINK	ELKAY CHS1716SACMC, 16 3/4" X 15 1/2" X 13" SINGLE BOWL WALL HUNG HANDWASH SINK KIT, 20 GAUGE 304 STAINLESS STEEL SINK 6" DEEP. LKB722C SENSOR FAUCET W/ AC PLUG IN / 4 AA BATTERIES, LK724 MECHANICAL MIXING VALVE, LK8 DRAIN FITTING AND LK500 P-TRAP  KOHLER #7607 3/8" FLEXIBLE LAVATORY SUPPLY UNIT WITH WHEEL OPERATED ANGLE VALVE AND CAST BRASS WALL ESCUTCHEON AND SET SCREW.	2"	1 1/2"	1/2"	1/2"

PLUMBING PLAN NOTES:

- 1 APPROXIMATE LOCATION OF EXIST CLEANOUT TO REMAIN.
- 2 APPROXIMATE LOCATION OF EXIST FLOOR DRAIN TO REMAIN.
- 3 EXIST 3" SANITARY SEWER.
- 4 CUT FLOOR AND TIE INTO EXIST 3" SANITARY SEWER W/ 2" WASTE LINE FOR SINK (SKA). EXTEND 2" VENT UP TO ABOVE CEILING AND TERMINATE W/ AIR ADMITTANCE VALVE (AAV). GC TO PATCH FLOOR. CUT WALL AS REQUIRED TO INSTALL NEW WASTE AND WATER PIPING. GC TO PATCH WALL.
- 5 EXIST HOSE BIBB TO REMAIN.
- 6 GC TO PROVIDE BLOCKING IN WALL AS REQUIRED FOR SINK SUPPORT.
- 7 EXIST FLEXIBLE SUCTION LINE TO BE RELOCATED TO MEDICAL RECOVERY 32 NEAR OVERHEAD CABINET AS SHOWN.
- 8 OXYGEN DROP. CAP ABOVE CEILING.
- 9 EXIT 1/2" COPPER PIPE STUBBED THROUGH CEILING. REMOVE AND CAP PIPING ABOVE CEILING.



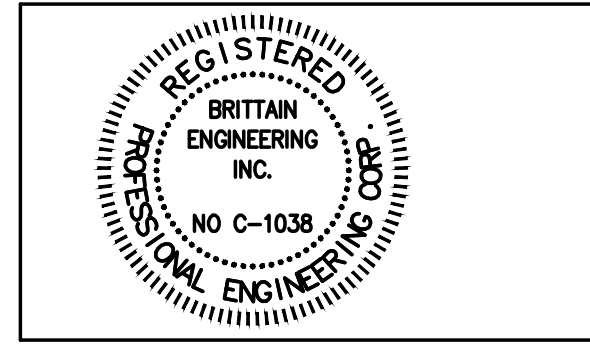
**PARTIAL FLOOR PLAN - PLUMBING**  
SCALE: 1/4" = 1'-0"



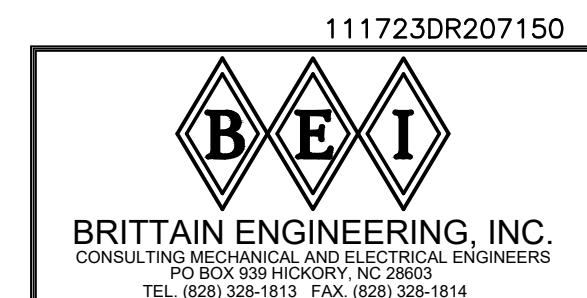
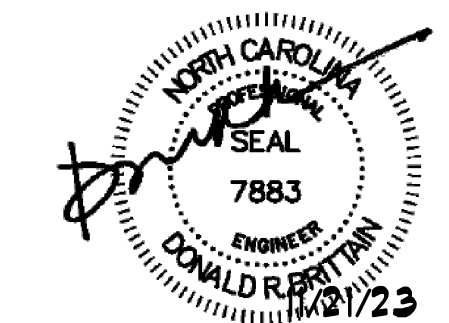
29 S College Ave · Newton, NC 28658  
828.994.4444 · campbelldesign.com

© CAMPBELL DESIGN PA  
THIS DRAWING IS THE PROPERTY OF CAMPBELL DESIGN, PA AND IS SUBJECT TO FEDERAL COPYRIGHT LAWS. THIS DRAWING MAY NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF CAMPBELL DESIGN, PA

INTERIOR ROOM RENOVATIONS FOR:  
**CATAWBA CO. ANIMAL SHELTER**  
201 GOVERNMENT SERVICES DR.  
NEWTON, NC 28658



PROJECT NO.	736 23
REVISIONS	
DATE ISSUED	11.21.2023
SHEET	P1



**DETAILED ELECTRICAL SPECIFICATIONS**

**SCOPE:** FURNISH ALL MATERIALS, LABOR, TOOLS, EQUIPMENT AND SUPERVISION NECESSARY TO INSTALL COMPLETE ELECTRICAL POWER AND LIGHTING SYSTEM IN THE BUILDING AS FURTHER DESCRIBED ON THE ELECTRICAL CONTRACT DRAWINGS.

**SUPPLY ALL MATERIALS, FITTINGS AND HARDWARE NECESSARY FOR COMPLETE OPERATING SYSTEMS WITHIN THE OBVIOUS INTENT OF THE DRAWINGS. NO ATTEMPT HAS BEEN MADE TO DETAIL OR LIST EACH AND EVERY ITEM OF MATERIAL. THE ELECTRICAL CONTRACTOR IS CAUTIONED TO READ THE ENTIRE PROJECT DRAWINGS AND SPECIFICATIONS TO ASSURE HIMSELF OF A THOROUGH KNOWLEDGE OF BUILDING CONSTRUCTION, STRUCTURAL RESTRICTIONS TO ELECTRICAL CONTRACT WORK AND TO ASSURE THAT NO REFERENCE ANYWHERE IN THE PROJECT DRAWINGS AND SPECIFICATIONS TO WORK BY THE ELECTRICAL CONTRACTOR IS OVERLOOKED.**

**CODES, PERMITS AND INSPECTIONS:** THE LATEST EDITION OF THE STATE OF NORTH CAROLINA BUILDING CODE WHICH INCLUDES THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE IS HEREBY MADE A PART OF THIS SPECIFICATION. CODE REQUIREMENTS SHALL TAKE PRECEDENCE OVER THE SPECIFICATIONS WHERE THE CODE REQUIREMENTS EXCEED THAT OF THE SPECIFICATIONS. HOWEVER, THE SPECIFICATIONS SHALL BE FOLLOWED WHERE THEY EXCEED CODE REQUIREMENTS. THE ELECTRICAL CONTRACTOR SHALL, AT NO ADDITIONAL COST TO THE OWNER, OBTAIN THE SERVICES OF THE LOCAL ELECTRICAL INSPECTOR TO MAKE ALL REQUIRED DURING CONSTRUCTION AND COMPLETED ELECTRICAL SYSTEM INSPECTIONS.

**MATERIALS AND WORKMANSHIP:** ALL MATERIAL BUILT INTO THIS PROJECT SHALL BE NEW OF EQUIVALENT OR BETTER QUALITY THAN THAT SPECIFIED. SPECIFIC NAMES AND CATALOG NUMBERS USED HEREIN ARE TO ESTABLISH THE ITEM FUNCTION, ARRANGEMENT AND QUALITY REQUIRED AND IS IN NO WAY TO RESTRICT COMPETITION. ALL MATERIALS SHALL BE UL APPROVED/LABELED AND/OR BE APPROVED BY THIRD PARTY TESTING AGENCY IN THE STATE OF NORTH CAROLINA FOR THE PARTICULAR APPLICATION AS USED ON THIS PROJECT.

**CONDUCTORS:** ALL CONDUCTORS SHALL BE COPPER (#10 AWG AND SMALLER SHALL BE SOLID, AND #8 AWG AND LARGER STRANDED) WITH THHN/THWN INSULATION, INSTALLED IN CONDUIT. CONDUCTORS SHALL BE #12 AWG MINIMUM EXCEPT WITHIN LIGHT FIXTURES, LOW VOLTAGE CONTROLS OR COMMUNICATION/FIRE ALARM EQUIPMENT. CONDUCTOR COLOR CODE SHALL CONFORM TO THE NEC. CONDUCTORS SHALL BE CONTINUOUS FROM TERMINAL TO TERMINAL OR PULL BOX TO PULL BOX. JOINTS SHALL BE MADE WITH IDEAL "WIRENUTS." WIRING TERMINATIONS FOR ALL ELECTRICAL EQUIPMENT SHALL BE TESTED AND APPROVED FOR USE WITH 75°C RATED CONDUCTORS.

**RACEWAYS:** RACEWAYS SHALL BE UL APPROVED RIGID GALVANIZED STEEL WITH THREADED JOINTS OR METALLIC TUBING (EMT) WITH THREADED STEEL HEXAGONAL COMPRESSION FITTINGS. NEITHER INDENTOR TYPE OR DIE METAL FITTING WILL BE ACCEPTED. CONDUIT UNDER THE FLOOR SLAB AND UNDER GROUND OUTSIDE THE BUILDING MAY BE PVC. FITTINGS IN EMT SHALL BE WEATHER TIGHT (THOMAS AND BETTS SERIES #5123 WITH NYLON INSULATED THROATS), BENDS SHALL BE FACTORY FABRICATED OR MADE "COLD" WITH BENDING TOOL, FREE OF KINKS OR RESTRICTIONS. NO SINGLE BEND SHALL BE IN EXCESS OF 90 DEGREES. THERE SHALL BE NO MORE THAN THE EQUIVALENT OF THREE (3) 90 DEGREE BENDS IN A GIVEN RACEWAY FROM PULL BOX TO PULL BOX. RIGID RACEWAY THREADS SHALL BE CUT STRAIGHT AND TRUE - PIPE ENDS SHALL BE REAMED AND SMOOTHED INSIDE AND OUT. SUPPORT 1-1/2 INCH AND LARGER CONDUIT 10 FEET O/C OR LESS, AND 1 INCH AND SMALLER 6 FEET O/C MAXIMUM. RACEWAYS SHALL BE SUPPORTED DIRECTLY FROM BUILDING STRUCTURE WITH BOLTS, SCREWS, STRAPS, HANGER RODS AND BRACKETS. ALL METALLIC HARDWARE SHALL BE GALVANIZED OR CADMIUM PLATED. NAILS, WIRE AND/OR PERFORATED STRAPS WILL NOT BE ACCEPTED. USE THREADED LOCKNUTS OUTSIDE AND THREADED LOCKNUT AND BUSHING INSIDE ALL RACEWAY CONNECTIONS TO BOXES, DEVICES, PANELS AND GUTTERS. USE NON-METALLIC BUSHINGS ON ALL 1-1/4 INCH AND LARGER CONDUIT. EXPOSED CONDUIT SHALL BE RUN STRAIGHT AND TRUE PARALLEL AND PERPENDICULAR TO PRIMARY BUILDING LINES.

**BOXES AND DEVICES:** ALL BOXES, PANELS AND EQUIPMENT SHALL BE SUPPORTED DIRECTLY FROM THE BUILDING STRUCTURE AND SHALL NOT DEPEND ON THE FEEDER RACEWAYS FOR SUPPORT. ALL ITEMS SHALL BE CAREFULLY ALIGNED SO THAT COVERS WILL FINISH FLUSH AND STRAIGHT. ALL UNUSED KNOCKOUTS SHALL BE CLOSED WITH BLANKING DEVICES. BOXES IN CONCRETE OR MASONRY SHALL BE 3-1/2 INCH DEEP (MINIMUM) SQUARE 16 GAUGE GALVANIZED STEEL. STEEL CITY SERIES GW. BOXES INSTALLED IN WOOD PARTITIONS SHALL BE STEEL CITY 3-1/2 INCH DEEP GANGABLE SQUARE CORNER TYPE. SURFACE MOUNTED BOXES SHALL BE STEEL CITY #5211 AND/OR #52171 OR EQUAL. RECEPTACLES SHALL BE PASS & SEYMOUR 5362 SERIES OR EQUAL SWITCHES SHALL BE PASS & SEYMOUR CBS20AC SERIES OR EQUAL. COVER PLATES SHALL BE STAINLESS STEEL (COORDINATE W/ OWNER). PULL BOXES SHALL BE 14 GAUGE GALVANIZED STEEL WITH BLANK COVER SIZED AS REQUIRED BY NATIONAL ELECTRICAL CODE. LOCATE DEVICES AND EQUIPMENT ABOVE FINISHED FLOOR AS FOLLOWS UNLESS OTHERWISE SPECIFICALLY NOTED ON PLANS:

WALL SWITCHES - 4'-0" OR TO NEAREST MASONRY COURSE JOINT.  
RECEPTACLES - 1'-6" OR TO NEAREST MASONRY COURSE JOINT.  
LIGHT FIXTURES - AS NOTED ON FIXTURE SCHEDULE.

**GROUNDING:** THE ELECTRICAL SYSTEM AND ALL ELECTRICAL EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH ARTICLE 250 OF THE LATEST EDITION OF THE NATIONAL CODE. GREEN EQUIPMENT GROUND WIRE SHALL BE INSTALLED WITH ALL FEEDERS AND BRANCH CIRCUITS AND IT SHALL BE SIZED PER NEC 250.122, WHERE ONLY ONE GROUND ROD IS DRIVEN AS ALLOWED BY THE EXCEPTION IN NEC ARTICLE 250.53(A)(2), THE CONTRACTOR SHALL SUBMIT A TESTING REPORT SHOWING THE ROD PROVIDES A RESISTANCE OF 25 OHMS OR LESS TO THE ENGINEER.

**TESTING:** CABLE INSULATION TESTING: THE CONTRACTOR SHALL MEGGER ALL BUSWAYS, CABLES AND CONTROL CONNECTIONS TO PROVE INSULATION RESISTANCE IS OF ACCEPTABLE VALUE.  
EMERGENCY LIGHT TESTING: CONTRACTOR SHALL PERFORM A TEST ON EACH UNIT AFTER IT IS PERMANENTLY INSTALLED AND CHARGED FOR A MINIMUM OF 24 HOURS. BATTERY SHALL BE TESTED FOR 90 MINUTES AND IT SHALL MEET THE REQUIREMENTS OF NEC 700.12 (A). ANY UNIT WHICH FAILS THE TEST MUST BE REPAIRED OR REPLACED, AND TESTED AGAIN. A COPY OF THE TEST REPORT SHALL BE PRESENTED TO THE ENGINEER PRIOR TO FINAL INSPECTION.  
TESTING DOCUMENTATION: ALL TESTS SPECIFIED SHALL BE COMPLETELY DOCUMENTED AND TURNED OVER TO THE ENGINEER WHERE REQUIRED IN THESE SPECIFICATIONS. THE TEST CERTIFICATIONS SHALL IDENTIFY THE TEST VALUES, EQUIPMENT TESTED, TIME OF DAY AND DATE OF TESTING, TEMPERATURE AT TIME OF TESTING, THE NAME OF THE ELECTRICIAN THAT CONDUCTED THE TEST, AND SIGNATURE OF PERSON RESPONSIBLE FOR THE TEST.

**SAFETY SWITCHES:** SWITCHES SHALL BE EQUAL TO SQUARE D TYPE HD WITH RATINGS AND FUSING PROVISIONS AS INDICATED.

**IDENTIFICATION AND NAMEPLATES:** PROVIDE ENGRAVED, LAMINATED BAKELITE (WHITE LETTERS ON BLACK SURFACE) NAMEPLATES SCREWED TO EACH PIECE OF ELECTRICAL DISTRIBUTION EQUIPMENT AS FOLLOWS:  
A. PANELBOARDS, SWITCHBOARDS - DESIGNATION L1, P1, ETC., VOLTAGE, PHASE NUMBER OF WIRES, ETC.; WORDING EXAMPLE: PANEL L1-208V-3 PHASE, 4 WIRE.  
B. MOTOR STARTERS, DISCONNECT SWITCHES - UNLESS MOUNTED DIRECTLY ON OR ADJACENT TO IDENTIFY EQUIPMENT: WORDING EXAMPLE: EXHAUST FAN 1, MAKE-UP AIR UNIT.  
PROVIDE TYPED DIRECTORIES FOR PANELBOARD BRANCH CIRCUIT IDENTIFICATION. IDENTIFY EACH CIRCUIT BREAKER AS TO THE EXACT ROOM NUMBERS OR AREA SERVED AND THE TYPE OF CIRCUIT, I.E. "ROOMS 101-104 LIGHTS" OR "CAFETERIA EXHAUST FAN". PROVIDE ALL ADDITIONAL LABELING AS REQUIRED BY NEC ARTICLES 110.16 (ARC FLASH HAZARD) & 110.24 (AVAILABLE FAULT CURRENT).

**EQUIPMENT CONNECTIONS:** THIS CONTRACTOR SHALL BRING ALL REQUIRED ELECTRICAL SERVICE TO ALL EQUIPMENT ITEMS FURNISHED UNDER OTHER SECTIONS OF THESE SPECIFICATIONS OR BY THE OWNER, MAKE FINAL CONNECTIONS, AND LEAVE EQUIPMENT READY FOR OPERATION. THIS CONTRACTOR SHALL COORDINATE WITH ANY AFFECTED TRADE TO ASSURE CORRECT OPERATION OF THE EQUIPMENT ITEM.

**CONTROL AND INTERLOCK WIRING:** EXCEPT AS OTHERWISE INDICATED ON THE DRAWINGS, ALL CONTROL AND INTERLOCK WIRING SHALL BE PERFORMED BY THE RESPECTIVE CONTRACTORS. THE ELECTRICAL SUBCONTRACTOR SHALL INSTALL ALL STARTERS, PILOT SWITCHES, CONTROL DEVICES AND MISCELLANEOUS ITEMS OF ELECTRICAL EQUIPMENT FURNISHED UNDER OTHER SECTIONS OF THESE SPECIFICATIONS THAT ARE NOT INTEGRALLY MOUNTED WITH THEIR ASSOCIATED EQUIPMENT.

**VIBRATION ISOLATION AND SEISMIC RESTRAINT:** ALL EQUIPMENT AND CONDUIT FURNISHED AND INSTALLED UNDER THIS CONTRACT SHALL BE SEISMICALLY RESTRAINED BY CHAPTER 16 OF THE INTERNATIONAL BUILDING CODE, VOL. 1 - GENERAL CONSTRUCTION.

**SUBMITTALS:** SHOP DRAWING SUBMITTALS WILL BE REQUIRED FOR THIS PROJECT. SUBMIT ELECTRONIC COPIES OF ALL LIGHT FIXTURES AND MAJOR SPECIFIED EQUIPMENT TO THE ENGINEER FOR APPROVAL. THE ELECTRICAL CONTRACTOR SHALL REVIEW ALL SUBMITTALS AND MAKE CORRECTIONS AS REQUIRED PRIOR TO SUBMITTING TO ENGINEER FOR APPROVAL. THE CONTRACTOR SHALL ALSO AFFIX HIS STAMP TO THE SUBMITTALS INDICATING THAT HIS REVIEW HAS BEEN COMPLETED. IT IS UNDERSTOOD THAT PROOF OF EQUALITY IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR SUPPLIER AND THAT IT IS NOT THE RESPONSIBILITY OF THE ENGINEER TO PROVE THE INEQUALITY OF THE PROPOSED SUBSTITUTIONS. FURTHERMORE THE DECISION OF THE ENGINEER IS FINAL. SHOULD ANY SUBSTITUTE ITEMS BE SUBMITTED AND DISAPPROVED, THEN THOSE ITEMS MUST BE FURNISHED EXACTLY AS DESCRIBED HEREIN. THE ENGINEER'S REVIEW OF SHOP DRAWINGS AND/OR SUBMITTAL DATA SHALL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR DEVIATIONS FROM THE CONTRACT DRAWINGS OR SPECIFICATIONS.

**PROJECT CLOSE-OUT:** DEMONSTRATION OF COMPLETE ELECTRICAL SYSTEMS: AFTER INSTALLATION HAS BEEN COMPLETED, EQUIPMENT HAS BEEN TESTED, SYSTEMS PLACED IN PERMANENT OPERATION, AND ALL ADJUSTMENTS MADE, THIS CONTRACTOR SHALL DEMONSTRATE THE PROPER OPERATION AND MAINTENANCE OF ALL EQUIPMENT HE HAS INSTALLED TO THE OWNER'S REPRESENTATIVE.

**OPERATING AND MAINTENANCE MANUALS:** THIS CONTRACTOR SHALL PROVIDE THE OWNER WITH A SET OF OPERATION AND MAINTENANCE MANUALS FOR THE EQUIPMENT HE HAS PROVIDED AND INSTALLED ON THE PROJECT. THE FIRST PAGE OF THE MANUALS SHALL IDENTIFY PROJECT AND GIVE NAME, ADDRESS AND PHONE NUMBER OF ARCHITECT, ENGINEER, MECHANICAL AND ELECTRICAL SUB-CONTRACTORS AND ANY SERVICE COMPANIES INVOLVED AND GIVE NAME AND NIGHT PHONE NUMBERS OF EACH PARTY REPRESENTING THE ELECTRICAL CONTRACTOR RESPONSIBLE FOR SERVICE DURING WARRANTY PERIOD.

**WARRANTIES / GUARANTEE:** THIS CONTRACTOR SHALL DELIVER TO THE OWNER ALL WARRANTIES FOR EQUIPMENT HE HAS PURCHASED AND INSTALLED. THIS CONTRACTOR SHALL ALSO GUARANTEE THAT ALL WORK PERFORMED AND/OR MATERIALS INSTALLED UNDER HIS CONTRACT IS OF THE QUALITY THAT COMPLIES WITH ALL SPECIFIC REQUIREMENTS OF THE PROJECT DOCUMENTS AND INSURES THE OWNER AGAINST ALL DEFECTS OF MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE.

**FINAL CLEAN UP:** DURING CONSTRUCTION THIS CONTRACTOR SHALL KEEP THE SITE CLEAR OF DEBRIS AND UPON COMPLETION OF CONSTRUCTION HE SHALL CLEAN UP THE PREMISES AND REMOVE ALL EVIDENCE OF HIS WORK.

**RECORD DRAWINGS:** AT THE END OF THE PROJECT, THE CONTRACTOR SHALL SUBMIT ONE SET OF THE ELECTRICAL DRAWINGS, UPDATED TO REFLECT CHANGES THAT HAVE TAKEN PLACE DURING THE CONSTRUCTION PERIOD, TO THE OWNER FOR THEIR USE. THE CORRECTED PLANS SHALL INDICATE ALL CHANGES AND DEVIATIONS FROM THE ORIGINAL CONTRACT DOCUMENTS.

**ELECTRICAL SYSTEM AND EQUIPMENT**

**METHOD OF COMPLIANCE:**  
Energy Code: Prescriptive  Performance \_\_\_\_\_  
ASHRAE 90.1: Prescriptive \_\_\_\_\_ Performance \_\_\_\_\_

**Lighting schedule**

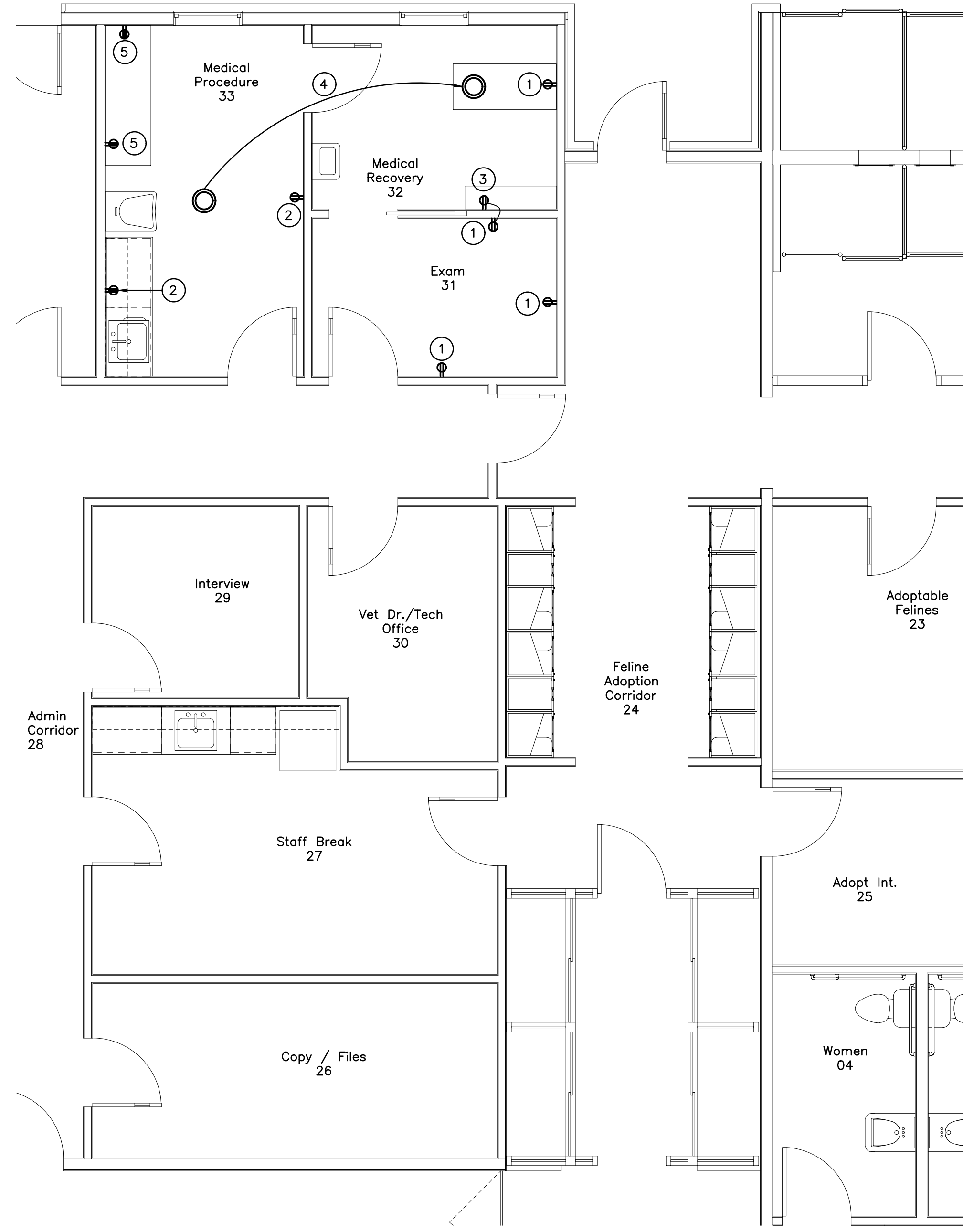
lamp type required in fixture	_____	N/A
number of lamps in fixture	_____	N/A
ballast type used in the fixture	_____	N/A
number of ballasts in fixture	_____	N/A
total wattage per fixture	_____	N/A
total interior wattage specified vs allowed	_____	N/A
total exterior wattage specified vs allowed	_____	N/A

**Additional Prescriptive Compliance**

C406.2 More Efficient Mechanical Equipment	_____
C406.3 Reduced Lighting Power Density	_____
C406.4 Enhanced Lighting Controls	_____
C406.5 On-Site Supply of Renewable Energy	_____
C406.6 Dedicated Outdoor Air System	_____
C406.7 High-Efficiency Service Water Heating	_____

ELECTRICAL LEGEND	
SYMBOL	DESCRIPTION
---	CONDUIT
----	CONDUIT UNDERFLOOR OR UNDERGROUND
→	ARROW INDICATES HOMERUN, TICKMARKS: NEUTRAL, PHASE, GND.
■	POWER PANEL
⊕	JUNCTION BOX
⊕, ⊖	DISCONNECT SWITCH; FUSED; NONFUSED
FPN	FUSE PER NAMEPLATE
S <sub>m</sub>	MOTOR TOGGLE SWITCH
⊕	MOTOR
○	EXISTING OR BY OTHERS
○	LIGHT FIXTURE
S <sub>1</sub> , S <sub>3</sub> , S <sub>4</sub>	SINGLE POLE SWITCH, 3 WAY, 4 WAY
S <sub>p</sub> , S <sub>d</sub>	PILOT LIGHT, DIMMER
AF	ABOVE FINISHED FLOOR
⊕, ⊖	DUPLEX RECEPT, ABOVE COUNTER
⊕, WP, ⊖, GFI	WEATHERPROOF, GROUND FAULT
⊕, ⊖	QUAD-PLEX RECEPTACLE
⊕, ⊖	TELEPHONE/COMPUTER COMBINATION OUTLET
⊕, ⊖	T.V. OUTLET, VERIFY HEIGHT
⊕, ⊖	DUPLEX RECEPT TV OUTLET, VERIFY HEIGHT

- ELECTRICAL PLAN NOTES:**
- EXIST RECEPTACLE TO REMAIN ON CIRCUIT L4-6.
  - EXIST RECEPTACLES TO REMAIN ON CIRCUIT L4-8.
  - NEW RECEPTACLE TO CONNECT TO EXIST CIRCUIT L4-8. VERIFY EXACT LOCATION W/ OWNER.
  - EXIST OVERHEAD PROCEDURE LIGHT TO BE RELOCATED. EXTEND CIRCUIT AS REQUIRED.
  - EXIST RECEPTACLE AT 16" AFF. DUE TO NEW COUNTER INSTALLATION, THIS RECEPTACLE SHALL BE RAISED TO COUNTER HEIGHT.



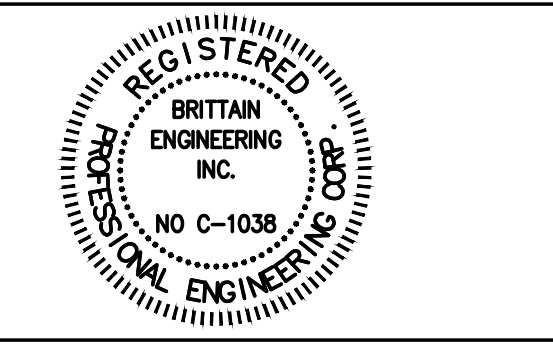
**PARTIAL FLOOR PLAN - ELECTRICAL**  
SCALE: 1/4" = 1'-0"

**Campbell Design**  
built architecture

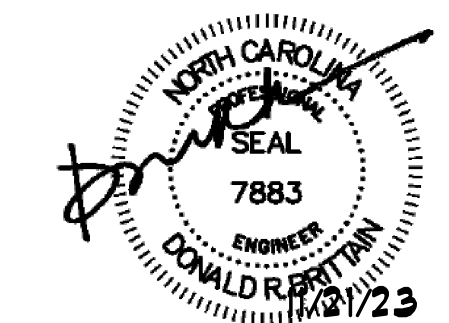
29 S College Ave · Newton, NC 28658  
828.994.4444 · campbelldesign.com

© CAMPBELL DESIGN PA  
THIS DRAWING IS THE PROPERTY OF CAMPBELL DESIGN, PA AND IS SUBJECT TO FEDERAL COPYRIGHT LAWS. THIS DRAWING MAY NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF CAMPBELL DESIGN, PA

INTERIOR ROOM RENOVATIONS FOR:  
**CATAWBA CO. ANIMAL SHELTER**  
201 GOVERNMENT SERVICES DR.  
NEWTON, NC 28658



PROJECT NO.	736 23
REVISIONS	
DATE ISSUED	11.21.2023
SHEET	E1



111723DR207150

**BEI**  
BRITTAN ENGINEERING, INC.  
CONSULTING MECHANICAL AND ELECTRICAL ENGINEERS  
PO BOX 538 HICKORY, NC 28601  
TEL: (828) 328-1513 FAX: (828) 328-1814