BOARD OF COUNTY COMMISSIONERS MEETING

Wednesday, February 4, 2026

224 Seminary Street

Kenansville, N.C. 28349

The Duplin County Board of County Commissioners held a meeting at 6:00 p.m. on Wednesday, February 4, 2026 in the Commissioners Room located at 224 Seminary Street, Kenansville, N.C.

Present: Commissioners: Chairman Dexter B. Edwards; Vice-Chairman Elwood Garner; Jesse L. Dowe, III; Wayne Branch; and Justin Edwards.

Also Present: Lisa Hughes, Interim County Manager; Carrie Shields, Deputy County Manager; Tim Wilson, County Attorney; Chelsey Lanier, Finance Officer; and Jaime W. Carr, Clerk to the Board.

Call to Order

The meeting was called to order by Chairman Edwards.

Invocation and Pledge of Allegiance

Invocation was given by Commissioner Branch. Commissioner Branch then led those in attendance in the pledge of allegiance to the flag of the United States of America.

Approval of Regular Meeting Agenda

Chairman Edwards asked if the members of the Board approved the proposed meeting agenda, and if any Board Member, County Manager/Deputy County Manager, or Clerk to the Board wished to make any changes or additions to the agenda. The Interim County Manager, Lisa Hughes, requested to add a Detention Center Project Ordinance Amendment. Ms. Hughes also requested to add the Board of Education to the agenda after the approval of minutes.

Motion was made by Commissioner J. Edwards, seconded by Commissioner Garner, carried unanimously, to approve the regular meeting agenda as amended.

Approval of the Consent Agenda

Chairman Edwards asked if the Board members approved the proposed Consent Agenda and if any Board Member, County Manager/Deputy County Manager, or Clerk to the Board wished to make any changes or additions to the Consent Agenda. The Interim County Manager has requested the addition of Item #27 – Resolution Adopting the Sampson-Duplin Regional Hazard Mitigation Plan, and Item #28 – Reclassification of

the Homebound Meal Coordinator position from Pay Grade 52 to Pay Grade 55, to the consent agenda.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve the amended consent agenda as follows:

1. Budget Amendments Journal Entry Proof
2. Tax & Solid Waste Releases # 23981 - # 24082
3. Approve Late Land Use Applications
4. Approve Late Elderly and Disabled Veteran Applications
5. Schedule a Public Hearing for March 2, 2026 at 6:00 p.m. to receive public comments regarding a request from Clayton Homes (Douglas Sliker) to name a lane at the 400 block of S McRae Street; Magnolia; Magnolia Township - Happy Valley Lane in accordance with Duplin County Addressing and Road Naming Ordinance
6. Schedule a Public Hearing for March 2, 2026 at 6:00 p.m. to receive public comments regarding a request from Richard Padrick to name a lane at the 100 block of Southerland Road, Magnolia; Kenansville Township - H T Brown Lane in accordance with the Duplin County Addressing and Road Naming Ordinance
7. Schedule a Public Hearing for March 2, 2026 at 6:00 p.m. to receive public comments regarding a request from Edna Teachey to name a lane at the 530 Block of Fussell Road, Rose Hill; Rockfish Township- Wild Turkey Lane in Accordance with Duplin County Addressing and Road Naming Ordinance
8. Schedule a Public Hearing for March 2, 2026 at 6:00 p.m. to receive public comments regarding a request from Johnny Munn to Name a Lane at 323 Catherine Square Road, Beulaville; Limestone Township- Faith Acres Lane in Accordance with Duplin County Addressing and Road Naming Ordinance
9. Reschedule a Public Hearing from February 2, 2026 at 6:00 p.m. to March 2, 2026 at 6:00 p.m. to receive public comments regarding a Duplin County Revolving Loan Fund Request
10. Eliminate Child Support Positions
11. Transfer the Housekeeping and Building Maintenance positions currently under Social Services and the Health Department to the supervision of Public Buildings. Reclassify the Building Maintenance position (Pay Grade 54) to a Building Maintenance/Custodian position (Pay Grade 56). Reclassify the Lead Housekeeper position (Pay Grade 54) to a Housekeeper position (Pay Grade 52). Retain the employees in these roles and adjust their compensation with a 25%–30% pay increase, consistent with prior adjustments provided to other housekeeping and building maintenance staff.
12. Approve Duplin Events Center Fee Schedule
13. Accept Additional WIC funding – AA 403 Revision #2 for $13,104 (total of $473,339); authorize the Health Director to sign; and approve the associated budget amendment
14. Accept Breast and Cervical Cancer Program (AA 452 Revision #1) for an additional $32,500 (total of $58,600); authorize the Health Director to sign; and approve the associated budget amendment
15. Approve Job Class Modifications — Physician Extender II to Advanced Practice Provider II
16. Approve Fee Schedule Addition for the Health Department
17. Approve Supplemental Agreement 21 - AirPark Infrastructure Improvements with Chatham Civil Contracting and authorize the Chairman to sign
18. Approve On-Call Engineering & Economic Development Services Agreement between Duplin County and Thomas & Hutton Engineering Co. and authorize the

Chairman to sign

19. Adopt a Resolution Approving a Qualified Source for Obtaining the Ethics Training Required by N.C. GEN. STAT. § 160A-87 and Authorize the Chairman to Sign
20. Approve a SUPTRS-Child SA Prevention contract between the County of Duplin and Trillium Health Resources for Duplin County-4H Cooperative Extension in the amount of $33,205.32 and authorize the Chairman to sign.
21. Approve the Duplin County EMS Fee Schedule
22. Approve WestPark Land Lease Renewal Option for One (1) Additional Year between the County of Duplin and Ross Thornton
23. Approve Duplin County AirPark Entranceway & Signage Improvements Contract between the County of Duplin and Rite Lite Signs, Inc. and authorize the Chairman to sign
24. Approve a Duplin County Buyout Property Lease and Maintenance Agreement between Duplin County and Sabrina Cottle and authorize the Chairman to sign
25. Approve a Duplin County Buyout Property Lease and Maintenance Agreement between Duplin County and Josh Cottle and authorize the Chairman to sign
26. Approve a License Agreement for placement of wireless broadband equipment upon water towers between Duplin County and Eastern Carolina Broadband, LLC, and authorize the Chairman to sign
27. Resolution Adopting Sampson Duplin Regional Hazard Mitigation Plan
28. Reclassification of a Homebound Meal Coordinator position from a pay grade 52 to a pay grade 55

Approval of Minutes

- Regular Meeting held on January 5, 2026

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to approve the minutes of the January 5, 2025 Board of Commissioners meeting as presented.

Brent Davis, Duplin County Board of Education Chairman, and Darren Tyndall, Duplin County Board of Education Superintendent, presented a report to the Board regarding the Capital Project plans for all Duplin County high schools.

AGENDA

Public Comments

No public comments received.

End Public Comments

Chairman Edwards received road concerns on behalf of the North Carolina Department of Transportation (NCDOT). The following road concerns were reported:

- Corn Mill Road needs lines repainted.

Chris Hatcher, County Planner appeared before the Board to conduct a public hearing and receive public comments regarding the proposed submission of a Community Development Block Grant (CDBG) application for funding available under the Small Cities Community Development Block Grant (CDBG) Program, administered by the NC Department of Commerce, Rural Economic Development Division. Mr. Hatcher explained that CDBG funds are federal funds distributed to eligible local governments and must meet one of three objectives: benefit low- and moderate-income persons,

eliminate slums or blight, or address urgent community needs. Eligible activities include economic development, infrastructure improvements, neighborhood revitalization (CDBG-NR), CDBG-Coronavirus (CDBG-CV), and program administration. The County anticipates submitting one or more applications within six months.

Chairman Edwards will open the public hearing

Angela Mainor asked if this concerned the three houses.

Mr. Hatcher explained that this was a different grant.

Chairman Edwards will close the public hearing

Motion was made by Commissioner Dowe, seconded by Commissioner J. Edwards, carried unanimously, to approve to conduct a second public hearing.

Chris Hatcher, County Planner, appeared before the Board to conduct a second public hearing and receive public comments regarding the proposed submission of a Community Development Block Grant–Coronavirus (CDBG-CV) application to the NC Department of Commerce, Rural Economic Development Division, for funds to assist with the purchase of Emergency Medical Services equipment. Mr. Hatcher explained that these funds are designed to prepare for, prevent, or respond to the health and economic impacts of COVID-19. The proposed project budget totals $1,325,000, which includes $1,192,500 for Public Services and $132,500 for Program Administration. He noted that the County will make every effort to minimize displacement; however, if any acquisition or displacement occurs, Duplin County will fully comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and all applicable federal regulations. Any affected individuals or businesses will be treated fairly and provided with all protections and assistance required under federal law.

Chairman Edwards opened the public hearing

No public comments received.

Chairman Edwards closed the public hearing

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously, to adopt a Resolution for Duplin County Application for Community Development Block Grant-Coronavirus Funding and authorize the Chairman to sign.

Chris Hatcher, County Planner, appeared before the Board to conduct a public hearing and receive public comments regarding the submission of a proposed program amendment to the NC Department of Commerce for the County's existing 2022 CDBG-NR Program, Grant #21-C-4011. The proposed amendment would reallocate $200,000 from the Rehabilitation activity to the Public Facilities activity and request an additional $1,925,000 in CDBG funds to support expanded public facility improvements. Mr. Hatcher explained that these changes are being considered to better meet community needs and ensure that available resources are used in the most effective and impactful way.

Chairman Edwards opened the public hearing

No public comments received.

Chairman Edwards closed the public hearing

Motion was made by Commission er Garner, seconded by Commissioner J. Edwards, carried unanimously, to approve a program amendment to an existing Community Development Block Grant (CDBG).

Cole Smith, Interim Soil & Water Director, and Lisa Hughes, Interim County Manager, appeared before the Board to recommend awarding the Limestone and Muddy Creek Watersheds mowing contract to Han-Dy-Land Farms. Three bids were received: Han-Dy-Land Farms ($54,600), ClearHawk Forestry Mulching & Land Clearing ($52,850), and Halls Tree Service ($85,000). Although Han-Dy-Land Farms was not the lowest bidder, the recommendation was based on their prior experience with watershed maintenance, established relationship with the department, and ability to begin work immediately, reducing delays and saving staff time.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously, to award the bid to Han-Dy-Land Farms and authorize the County Manager to sign the contract subject to review by the County Attorney.

Gary Rose, Tax Administrator, appeared before the Board to request the adoption of a resolution to extend the 2026 Property Tax Listing Period to March 2, 2026. Mr. Rose explained that the extension is necessary due to delays in mailing tax listing forms resulting from a recent software transition. He stated that, without this extension, taxpayers would be subject to late listing penalties through no fault of their own.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to adopt a Resolution to Extend the 2026 Property Tax Listing Period and authorize the Chairman to sign.

Gary Rose, Tax Administrator, appeared before the Board to present the 2025 unpaid tax amount of $3,768,092.80 and requested authorization to advertise these delinquent taxes in the newspaper.

Motion was made by Commissioner Dowe, seconded by Commissioner Garner, carried unanimously, to order the advertisement of delinquent taxes in the newspaper

Chelsey Lanier, Finance Officer, appeared before the Board to request approval to declare a 2023 Chevrolet Tahoe from the Sheriff's Office as surplus property. On September 25, 2026, during an active pursuit of a stolen vehicle, three Sheriff's Office vehicles sustained damage. A 2018 Chevrolet Impala and a 2023 Chevrolet Tahoe were deemed total losses, while a 2023 Dodge Durango was damaged but subsequently repaired. The 2018 Chevrolet Impala may be declared surplus administratively under the Resolution adopted on January 5, 2026. However, the 2023 Chevrolet Tahoe requires Board approval to be declared surplus because its value exceeds the $30,000 threshold permitted for administrative action.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously, to surplus a 2023 Chevrolet Tahoe assigned to the Sheriff's Office.

Lisa Hughes, Interim County Manager, appeared before the Board to request approval of an amendment to the Detention Center Project Ordinance, along with related budget amendments. The Board previously adopted the original Detention Center Project Ordinance on June 19, 2023, in the amount of $21,300,000. However, an amendment is now required to incorporate all project costs, which total $43,313,350. This amendment also includes the appropriation and transfer of funds from the Capital Reserve Fund and the General Fund to cover expenses exceeding the funding provided by the Office of State Budget and Management.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to adopt the Amended Project Ordinance for the Duplin County Detention Center and related budget amendments.

Lisa Hughes, Interim County Manager, appeared before the Board to make announcements/comments.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to go out of regular session and into closed session for Legal Matters pursuant to NCGS § 143-318(a)(3) and Personnel Matters pursuant to NCGS § 143-318.11(a)(6)

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to go out of closed session and back into open session.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to recess until 8:30 a.m. on Friday, February 27, 2026 for a Board of County Commissioners Board Retreat to be held at the Duplin County Airport, 260 Airport Road, Kenansville, NC.

Jaime W. Carr
Clerk to the Board

Duplin County, NC

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE DESCRIPTION	ACCOUNT DESCRIPTION / EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2				SRC JNL-DESC ENTITY AMEND					
2026 07 104 01/08/2026 1K add Add Blk				BUA Block $1k 1 2					
1	4952 10-49-4950-4952-000-34596	34596		EASTPOINT 4-H GRANT	EAST POINTCOOP EXT 4H PREV $1K additional 01/08/2026	-32,205.32	-1,000.00	-33,205.32	
2	4952 10-49-4950-4952-000-42381	42381		EASTPOINT 4-H GRANT	EDUCATIONAL SUPPLIES $1K additional 01/08/2026	6,072.86	1,000.00	7,072.86	
					** JOURNAL TOTAL		0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2				SRC JNL-DESC ENTITY AMEND					
2026 07 162 01/13/2026				BUA NEW FUNDS 1 2					
1	5165 10-50-5100-5165-000-35153	35153		WIC-CLIENT SERVICES	WIC CLIENT SERVICES WIC CLIENT SERVICES 01/13/2026	-225,235.00	-13,104.00	-238,339.00	
2	5165 10-50-5100-5165-000-41990	41990		WIC-CLIENT SERVICES	PROFESSIONAL SERVICES PROFESSIONAL SERVICES 01/13/2026	37,997.00	13,104.00	51,101.00	
					** JOURNAL TOTAL		0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2				SRC JNL-DESC ENTITY AMEND					
2026 07 213 01/15/2026 1				BUA move funds 1 2					
1	4920 10-49-4920-0000-000-45000	45000		ECONOMIC DEVELOPMENT	GRANTCLIENTS move fund for pro. services 01/15/2026	750,000.00	-10,000.00	740,000.00	
2	4920 10-49-4920-0000-000-41990	41990		ECONOMIC DEVELOPMENT	PROFESSIONAL SERVICES move fund for pro. services 01/15/2026	6,993.60	10,000.00	16,993.60	
					** JOURNAL TOTAL		0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2				SRC JNL-DESC ENTITY AMEND					
2026 07 267 01/20/2026				BUA vehicle 1 2					
1	4319 10-43-4310-4319-000-42984	42984		FED SEIZED JUSTICE	PROGRAM SUPPLIESJUSTICE move to capital outlay 01/20/2026	168,569.36	-50,939.18	117,630.18	
2	4319 10-43-4310-4319-000-45100-	45100		FED SEIZED JUSTICE	CAPITAL OUTLAY move to capital outlay 01/20/2026	55,718.93	50,939.18	106,658.11	
					** JOURNAL TOTAL		0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2				SRC JNL-DESC ENTITY AMEND					
2026 07 405 01/28/2026				BUA ADTL FUNDS 1 2					

Duplin County, NC

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE DESCRIPTION	ACCOUNT DESCRIPTION / EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2				SRC JNL-DESC ENTITY AMEND				
2026 07 405 01/28/2026				BUA ADTL FUNDS 1 2				
1	5171 10-50-5100-5171-000-35169	35169		Breast and Cervical Cancer	Breast and Cervical Cancer BREAST AND CERVICAL CANCER 01/28/2026	-26,100.00	-32,500.00	-58,600.00
2	5171 10-50-5100-5171-000-41990	41990		Breast and Cervical Cancer	PROFESSIONAL SERVICES BREAST AND CERVICAL CANCER 01/28/2026	72,287.21	32,500.00	104,787.21
					** JOURNAL TOTAL		0.00	
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2				SRC JNL-DESC ENTITY AMEND				
2026 08 3 02/03/2026				BUA 020226C 1 2				
1	4530 65-70-4530-0000-000-40121	40121		AIRPORT	SALARIES Bonus payout 02/03/2026	217,990.00	11,727.71	229,717.71
2	4530 65-70-4530-0000-000-40181	40181		AIRPORT	SOCIAL SECURITY Bonus payout 02/03/2026	14,342.00	897.17	15,239.17
3	4530 65-70-4530-0000-000-40182	40182		AIRPORT	RETIREMENT Bonus payout 02/03/2026	25,609.00	1,689.96	27,298.96
4	4530 65-70-4530-0000-000-39969	39969		AIRPORT	FUND BALANCE APPROPRIATED Bonus payout 02/03/2026	.00	-14,314.84	-14,314.84
5	5600 10-50-5600-0000-000-40121	40121		SENIOR SERVICES	SALARIES Bonus payout 02/03/2026	331,234.00	4,000.00	335,234.00
6	5600 10-50-5600-0000-000-40181	40181		SENIOR SERVICES	SOCIAL SECURITY Bonus payout 02/03/2026	25,339.00	306.00	25,645.00
7	5600 10-50-5600-0000-000-40182	40182		SENIOR SERVICES	RETIREMENT Bonus payout 02/03/2026	45,247.00	576.40	45,823.40
8	4130 10-41-4100-4130-000-40182	40182		FINANCE	RETIREMENT Bonus & ed inc 02/03/2026	81,182.00	320.99	81,502.99
9	4130 10-41-4100-4130-000-40121	40121		FINANCE	SALARIES Bonus & ed inc 02/03/2026	580,868.00	2,227.58	583,095.58
10	4130 10-41-4100-4130-000-40181	40181		FINANCE	SOCIAL SECURITY Bonus & ed inc 02/03/2026	44,437.00	170.41	44,607.41
11	4170 10-41-4100-4170-000-40121	40121		ELECTIONS	SALARIES Bonus payout 02/03/2026	240,000.00	3,546.76	243,546.76

Duplin County, NC

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2026 08	3	02/03/2026			BUA 020226C	1	2		
12	4170	40181		ELECTIONS	SOCIAL SECURITY		9,545.00	271.33	9,816.33
	10-41-4100-4170-000-40181				Bonus payout		02/03/2026		
13	4170	40182		ELECTIONS	RETIREMENT		17,978.00	511.09	18,489.09
	10-41-4100-4170-000-40182				Bonus payout		02/03/2026		
14	4211	40121		PERSONNEL	SALARIES		207,941.00	22,500.00	230,441.00
	10-41-4100-4211-000-40121				Salary increase, & ed inc		02/03/2026		
15	4211	40181		PERSONNEL	SOCIAL SECURITY		15,910.00	1,721.25	17,631.25
	10-41-4100-4211-000-40181				Salary increase & ed inc		02/03/2026		
16	4211	40182		PERSONNEL	RETIREMENT		29,970.00	3,242.25	33,212.25
	10-41-4100-4211-000-40182				Salary increase & ed inc		02/03/2026		
17	4910	40121		PLANNING	SALARIES		76,850.00	15,794.00	92,644.00
	10-49-4100-4910-000-40121				Salary increase		02/03/2026		
18	4910	40181		PLANNING	SOCIAL SECURITY		5,880.00	1,208.24	7,088.24
	10-49-4100-4910-000-40181				Salary increase		02/03/2026		
19	4910	40182		PLANNING	RETIREMENT		11,080.00	2,275.92	13,355.92
	10-49-4100-4910-000-40182				Salary increase		02/03/2026		
20	4350	40121		BUILDING INSPECTIONS	SALARIES		200,144.00	2,000.00	202,144.00
	10-43-4350-0000-000-40121				Education incentive		02/03/2026		
21	4350	40181		BUILDING INSPECTIONS	SOCIAL SECURITY		15,311.00	153.00	15,464.00
	10-43-4350-0000-000-40181				Education incentive		02/03/2026		
22	4350	40182		BUILDING INSPECTIONS	RETIREMENT		28,841.00	288.20	29,129.20
	10-43-4350-0000-000-40182				Education incentive		02/03/2026		
23	4350	49911		BUILDING INSPECTIONS	RESTRICTED TO BLD INSPSL 20151		975,622.98	-2,441.20	973,181.78
	10-43-4350-0000-000-49911				Education incentive		02/03/2026		
24	4111	49910		NON-DEPARTMENTAL	CONTINGENCY		438,786.00	-58,672.22	380,113.78
	10-41-4100-4111-000-49910				Education incentive		02/03/2026		
25	7100	39969		Water	FUND BALANCE APPROPRIATED		.00	-14,205.39	-14,205.39
	61-70-7100-0000-000-39969				Bonus payout		02/03/2026		
26	7100	40121		Water	SALARIES		640,871.00	11,638.04	652,509.04
	61-70-7100-0000-000-40121				Bonus payout		02/03/2026		

Duplin County, NC

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2026 08	3	02/03/2026			BUA 020226C	1	2		
27	7100	40181		Water	SOCIAL SECURITY		49,027.00	890.31	49,917.31
	61-70-7100-0000-000-40181				Bonus payout		02/03/2026		
28	7100	40182		Water	RETIREMENT		92,350.00	1,677.04	94,027.04
	61-70-7100-0000-000-40182				Bonus payout		02/03/2026		
29	66	39969		Solid Waste	FUND BALANCE APPROPRIATED		-958,284.00	-6,881.57	-965,165.57
	66-00-0000-0000-000-39969				Bonus payout		02/03/2026		
30	7401	40121		COLLECTION	SALARIES		960,160.00	5,637.86	965,797.86
	66-70-7400-7401-000-40121				Bonus payout		02/03/2026		
31	7401	40181		COLLECTION	SOCIAL SECURITY		63,000.00	431.30	63,431.30
	66-70-7400-7401-000-40181				Bonus payout		02/03/2026		
32	7401	40182		COLLECTION	RETIREMENT		118,360.00	812.41	119,172.41
	66-70-7400-7401-000-40182				Bonus payout		02/03/2026		
					** JOURNAL TOTAL			0.00	

Duplin County, NC

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: chelsey.lanier

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3		ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2026 7 104						
BUA 4952-34596		EAST POINTCOOP EXT 4H PREV		5		1,000.00
01/08/2026 Block $1k 1K add Add Blk	T	$1K additional				
BUA 4952-42381		EDUCATIONAL SUPPLIES		5	1,000.00	
01/08/2026 Block $1k 1K add Add Blk	T	$1K additional				
		JOURNAL 2026/07/104 TOTAL			.00	.00
2026 7 162						
BUA 5165-35153		WIC CLIENT SERVICES		5		13,104.00
01/13/2026 NEW FUNDS	T	WIC CLIENT SERVICES				
BUA 5165-41990		PROFESSIONAL SERVICES		5	13,104.00	
01/13/2026 NEW FUNDS	T	PROFESSIONAL SERVICES				
		JOURNAL 2026/07/162 TOTAL			.00	.00
2026 7 213						
BUA 4920-45000		GRANTCLIENTS		5		10,000.00
01/15/2026 move funds 1	T	move fund for pro. services				
BUA 4920-41990		PROFESSIONAL SERVICES		5	10,000.00	
01/15/2026 move funds 1	T	move fund for pro. services				
		JOURNAL 2026/07/213 TOTAL			.00	.00
2026 7 267						
BUA 4319-42984		PROGRAM SUPPLIESJUSTICE		5		50,939.18
01/20/2026 vehicle	T	move to capital outlay				
BUA 4319-45100		CAPITAL OUTLAY		5	50,939.18	
01/20/2026 vehicle	T	move to capital outlay				
		JOURNAL 2026/07/267 TOTAL			.00	.00
2026 7 405						
BUA 5171-35169		Breast and Cervical Cancer		5		32,500.00
01/28/2026 ADTL FUNDS	T	BREAST AND CERVICAL CANCER				
BUA 5171-41990		PROFESSIONAL SERVICES		5	32,500.00	
01/28/2026 ADTL FUNDS	T	BREAST AND CERVICAL CANCER				
		JOURNAL 2026/07/405 TOTAL			.00	.00
2026 8 3						
BUA 4530-40121		SALARIES		5	11,727.71	
02/03/2026 020226C	T	Bonus payout				

Duplin County, NC

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3		ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
BUA 4530-40181		SOCIAL SECURITY		5	897.17	
02/03/2026 020226C	T	Bonus payout				
BUA 4530-40182		RETIREMENT		5	1,689.96	
02/03/2026 020226C	T	Bonus payout				
BUA 4530-39969		FUND BALANCE APPROPRIATED		5		14,314.84
02/03/2026 020226C	T	Bonus payout				
BUA 5600-40121		SALARIES		5	4,000.00	
02/03/2026 020226C	T	Bonus payout				
BUA 5600-40181		SOCIAL SECURITY		5	306.00	
02/03/2026 020226C	T	Bonus payout				
BUA 5600-40182		RETIREMENT		5	576.40	
02/03/2026 020226C	T	Bonus payout				
BUA 4130-40182		RETIREMENT		5	320.99	
02/03/2026 020226C	T	Bonus & ed inc				
BUA 4130-40121		SALARIES		5	2,227.58	
02/03/2026 020226C	T	Bonus & ed inc				
BUA 4130-40181		SOCIAL SECURITY		5	170.41	
02/03/2026 020226C	T	Bonus & ed inc				
BUA 4170-40121		SALARIES		5	3,546.76	
02/03/2026 020226C	T	Bonus payout				
BUA 4170-40181		SOCIAL SECURITY		5	271.33	
02/03/2026 020226C	T	Bonus payout				
BUA 4170-40182		RETIREMENT		5	511.09	
02/03/2026 020226C	T	Bonus payout				
BUA 4211-40121		SALARIES		5	22,500.00	
02/03/2026 020226C	T	Salary increase, & ed inc				
BUA 4211-40181		SOCIAL SECURITY		5	1,721.25	
02/03/2026 020226C	T	Salary increase & ed inc				
BUA 4211-40182		RETIREMENT		5	3,242.25	
02/03/2026 020226C	T	Salary increase & ed inc				
BUA 4910-40121		SALARIES		5	15,794.00	
02/03/2026 020226C	T	Salary increase				
BUA 4910-40181		SOCIAL SECURITY		5	1,208.24	
02/03/2026 020226C	T	Salary increase				
BUA 4910-40182		RETIREMENT		5	2,275.92	
02/03/2026 020226C	T	Salary increase				
BUA 4350-40121		SALARIES		5	2,000.00	
02/03/2026 020226C	T	Education incentive				
BUA 4350-40181		SOCIAL SECURITY		5	153.00	
02/03/2026 020226C	T	Education incentive				
BUA 4350-40182		RETIREMENT		5	288.20	
02/03/2026 020226C	T	Education incentive				
BUA 4350-49911		RESTRICTED TO BLD INSPSL 20151		5		2,441.20
02/03/2026 020226C	T	Education incentive				
BUA 4111-49910		CONTINGENCY		5		58,672.22
02/03/2026 020226C	T	Education incentive				
BUA 7100-39969		FUND BALANCE APPROPRIATED		5		14,205.39
02/03/2026 020226C	T	Bonus payout				
BUA 7100-40121		SALARIES		5	11,638.04	

Duplin County, NC

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	T	ACCOUNT DESC LINE DESC	OB	DEBIT	CREDIT
BUA 7100-40181	02/03/2026	020226C				T	Bonus payout SOCIAL SECURITY	5	890.31	
BUA 7100-40182	02/03/2026	020226C				T	Bonus payout RETIREMENT	5	1,677.04	
BUA 66-39969	02/03/2026	020226C				T	Bonus payout FUND BALANCE APPROPRIATED	5		6,881.57
BUA 7401-40121	02/03/2026	020226C				T	Bonus payout SALARIES	5	5,637.86	
BUA 7401-40181	02/03/2026	020226C				T	Bonus payout SOCIAL SECURITY	5	431.30	
BUA 7401-40182	02/03/2026	020226C				T	Bonus payout RETIREMENT	5	812.41	
							JOURNAL 2026/08/3	TOTAL	.00	.00

Duplin County, NC

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

** END OF REPORT - Generated by CHELSEY LANIER **

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DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE FEBRUARY 2, 2026

RELEASE NUMBER	NAME	TOWNSHIP	FIRE DISTRICT 1	FIRE DISTRICT 2	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	FIRE DISTRICT 3	FIRE DISTRICT 2	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
23981	BARNES, HENRY SR. & WF ANNETTE BARNES	03	F-019		2025	1003206	$ 261.00		$ 29.25				$ 290.25	APPLIED LATE FOR VETERAN EXEMPTION
23982	BARRIOS, LEILA	11			2025	0284788	$ 534.76						$ 534.76	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
23983	BEST, JANICE	01	F-007		2025	000000212	$ 11.60		$ 1.40		$ 1.30	$ 110.00	$ 124.30	DOES NOT OWN SWMH @ 117 CHERRY BLOSSOM LN
23984	BEST, JANICE	01	F-007		2024	000000212	$ 14.30	$ 0.40	$ 1.40		$ 1.61		$ 17.71	DOES NOT OWN SWMH @ 117 CHERRY BLOSSOM LN
23985	BISHOP, ROBIN B.	04	F-002		2025	0543646	$ 50.15		$ 5.62				$ 55.77	SOLD G3 2011 BOAT IN 2020
23986	BISHOP, ROBIN B.	04	F-002		2024	0543646	$ 61.83	$ 1.73	$ 5.62				$ 69.18	SOLD G3 2011 BOAT IN 2020
23987	BISHOP, ROBIN B.	04	F-002		2023	0543646	$ 61.83	$ 1.73	$ 5.62		$ 6.92		$ 76.10	SOLD G3 2011 BOAT IN 2020
23988	BISHOP, ROBIN B.	04	F-002		2022	0543646	$ 61.83	$ 1.73	$ 5.62		$ 6.92		$ 76.10	SOLD G3 2011 BOAT IN 2020
23989	BISHOP, ROBIN B.	04	F-002		2021	0543646	$ 61.83	$ 1.73	$ 5.62				$ 69.18	SOLD G3 2011 BOAT IN 2020
23990	BLACK, MARIA Z.	09			2025	010001791	$ 261.00						$ 261.00	APPLIED LATE FOR VETERAN EXEMPTION
23991	BROOKS, DAVID SCOTT & AMANDA	09			2025	1140900	$ 226.20						$ 226.20	CLERICAL ERROR ON HEATED SF & GRADE
23992	BROOKS, DAVID SCOTT & AMANDA	09			2024	1140900	$ 77.22	$ 2.16					$ 79.38	CLERICAL ERROR ON HEATED SF & GRADE
23993	BROOKS, DAVID SCOTT & AMANDA	09			2023	1140900	$ 77.22	$ 2.16					$ 79.38	CLERICAL ERROR ON HEATED SF & GRADE
23994	BROOKS, DAVID SCOTT & AMANDA	09			2022	1140900	$ 77.22	$ 2.16					$ 79.38	CLERICAL ERROR ON HEATED SF & GRADE
23995	BROOKS, DAVID SCOTT & AMANDA	09			2021	1140900	$ 77.22	$ 2.16					$ 79.38	CLERICAL ERROR ON HEATED SF & GRADE
23996	CABRERA, JUANA D.	05	F-006		2025	1455746	$ 11.60		$ 1.50		$ 1.31	$ 110.00	$ 124.41	SWMH DOUBLE LISTED
23997	CABRERA, JUANA D.	05	F-006		2024	1455746	$ 14.30	$ 0.40	$ 1.50		$ 1.62	$ 110.00	$ 127.82	SWMH DOUBLE LISTED
23998	CABRERA, JUANA D.	05	F-006		2023	1455746	$ 14.30	$ 0.40	$ 1.50		$ 1.62	$ 110.00	$ 127.82	SWMH DOUBLE LISTED
23999	CARNES, KURTIS E. & ABIGAIL	07			2025	1001689	$ 261.00						$ 261.00	APPLIED LATE FOR VETERAN EXEMPTION
24000	CAVENAUGH, JUDY WHITE	09	F-009		2025	1757241	$ 802.14		$ 107.87				$ 910.01	SIGNED LATE FOR ELDERLY EXEMPTION
24001	DAIL, LANNIE KIRK	08	F-024		2025	2128686	$ 278.98						$ 278.98	CORRECTED VALUE PER MAPPING ERROR
24002	DE LAGE LANDEN	12	F-022		2025	000000535			$ 1.27				$ 1.27	BILLED FIRE DISTRICT IN ERROR
24003	DOBSON, CHARLES	13			2025	1000597	$ 169.94						$ 169.94	CLERICAL ERROR ON CONDITION OF HOUSE
24004	DRAUGHON, WILLIAM S. & WF KAYWOOD	01	F-007		2025	2393720						$ 110.00	$ 110.00	SHOULD NOT HAVE BEEN CHARGED A SW FEE
24005	ENCORE RECYCLING LLC	09	F-011		2025	2538833	$ 1,320.20		$ 159.33				$ 1,479.53	2022 EXCAVATOR DOUBLE LISTED
24006	ENCORE RECYCLING LLC	09	F-011		2024	2538833	$ 1,798.80	$ 50.32	$ 176.11				$ 2,025.23	2022 EXCAVATOR DOUBLE LISTED
24007	ENCORE RECYCLING LLC	09	F-011		2023	2538833	$ 1,927.28	$ 53.91	$ 188.69				$ 2,169.88	2022 EXCAVATOR DOUBLE LISTED
24008	FOUNTAIN, SHERWOOD J. & ELLA DAIL	08	F-005		2025	2901350	$ 129.92		$ 11.20				$ 141.12	DEFERRED TAXES BILLED WRONG
24009	FOUNTAIN, SHERWOOD J. & ELLA DAIL	08	F-005		2024	2901350	$ 108.68	$ 3.04	$ 7.60				$ 119.32	DEFERRED TAXES BILLED WRONG
24010	FOUNTAIN, SHERWOOD J. & ELLA DAIL	08	F-005		2023	2901350	$ 108.68	$ 3.04	$ 7.60				$ 119.32	DEFERRED TAXES BILLED WRONG
24011	FOUNTAIN, SHERWOOD J. & ELLA DAIL	08	F-005		2022	2901350	$ 108.68	$ 3.04	$ 7.60				$ 119.32	DEFERRED TAXES BILLED WRONG
24012	FUTRELL, LURLENE	07	F-003		2025	3043975	$ 145.00		$ 13.75				$ 158.75	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
24013	GONZALEZ, PAULITA RACHEL	05	F-006		2025	3190493	$ 659.46		$ 85.28			$ 110.00	$ 854.74	DWMH REMOVED FROM A 2020 REPO
24014	GONZALEZ, PAULITA RACHEL	05	F-006		2024	3190493	$ 333.91	$ 9.34	$ 35.03			$ 110.00	$ 488.28	DWMH REMOVED FROM A 2020 REPO
24015	GONZALEZ, PAULITA RACHEL	05	F-006		2023	3190493	$ 333.91	$ 9.34	$ 35.03			$ 110.00	$ 488.28	DWMH REMOVED FROM A 2020 REPO
24016	GONZALEZ, PAULITA RACHEL	05	F-006		2022	3190493	$ 333.91	$ 9.34	$ 35.03			$ 110.00	$ 488.28	DWMH REMOVED FROM A 2020 REPO
24017	GONZALEZ, PAULITA RACHEL	05	F-006		2021	3190493	$ 333.91	$ 9.34	$ 35.03			$ 90.00	$ 468.28	DWMH REMOVED FROM A 2020 REPO
24018	HANEY, MICHAEL	06	F-004		2025	10005275	$ 11.60		$ 0.92		$ 1.25	$ 110.00	$ 123.77	SWMH DOUBLE LISTED
24019	HENDERSON, TERRY ALLEN, HRS	11			2025	3776425	$ 11.56				$ 1.16		$ 12.72	2001 BOAT DOUBLE LISTED
24020	HENDERSON, TERRY ALLEN, HRS	11			2024	3776425	$ 14.25	$ 0.40			$ 1.47		$ 16.12	2001 BOAT DOUBLE LISTED
24021	HENDERSON, TERRY ALLEN, HRS	11			2019	3776425	$ 14.25	$ 0.40			$ 1.47		$ 16.12	2001 BOAT DOUBLE LISTED
24022	HENDERSON, TERRY ALLEN, HRS	11			2018	3776425	$ 14.25				$ 1.43		$ 15.68	2001 BOAT DOUBLE LISTED
24023	HERNANDEZ, DANIEL MANDEZ	12			2025	3790740	$ 11.60						$ 11.60	SWMH DOUBLE LISTED
24024	HERRING, CHARLES FORREST & LOU F.	12			2025	3803900	$ 2,060.16						$ 2,060.16	CLERICAL ERROR ON MISC. IMPROVEMENTS
24025	HILL, TAVARE D. & MARION JULVETTE WALLACE-HILL	01	F-007		2025	0100025559	$ 383.96		$ 46.34				$ 430.30	CLERICAL ERROR ON HEATED SF
24026	JAKE FARMS INC.	08	F-024		2025	4333790	$ 353.22						$ 353.22	LATE APPLICATION FOR LAND USE

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RELEASE NUMBER	NAME	TOWNSHIP	FIRE DISTRICT 1	FIRE DISTRICT 2	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	FIRE DISTRICT 3	FIRE DISTRICT 2	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
24027	JAMES, BRANDON & MONICA	13			2025	4340026	$ 261.00						$ 261.00	APPLIED LATE FOR VETERAN EXEMPTION
24028	KENNEDY, AMANDA H.	06	F-016		2025	4858592						$ 31.05	$ 31.05	TURNED PRIVATE HAULER FORM IN 1/2/2025
24029	KENNEDY, DEBRA ANN	07	F-014		2025	4873162	$ 391.79		$ 33.78				$ 425.57	APPLICATION LATE FOR ELDERLY EXEMPTION
24030	KENNEDY, SHENANDOAH SHANE	08	F-005		2025	10006477	$ 50.81		$ 4.38		$ 5.52		$ 60.71	SOLD BOAT IN 2024
24031	KORNEGAY, DENNIS WAYNE	03	F-001		2025	10007860	$ 18.12		$ 1.56		$ 1.97		$ 21.65	2004 BOAT DOUBLE LISTED
24032	LANIER, GERTRUDE, HRS	09	F-013		2025	5189520	$ 49.88		$ 6.02				$ 55.90	CLERICAL ERROR ON LAND CODE-VACANT LAND
24033	LANIER, GERTRUDE, HRS	09	F-013		2024	5189520	$ 40.04	$ 1.12	$ 3.92				$ 45.08	CLERICAL ERROR ON LAND CODE-VACANT LAND
24034	LANIER, GERTRUDE, HRS	09	F-013		2023	5189520	$ 40.04	$ 1.12	$ 3.92				$ 45.08	CLERICAL ERROR ON LAND CODE-VACANT LAND
24035	LANIER, GERTRUDE, HRS	09	F-013		2022	5189520	$ 40.04	$ 1.12	$ 3.92				$ 45.08	CLERICAL ERROR ON LAND CODE-VACANT LAND
24036	LANIER, GERTRUDE, HRS	09	F-013		2021	5189520	$ 40.04	$ 1.12	$ 3.92				$ 45.08	CLERICAL ERROR ON LAND CODE-VACANT LAND
24037	LANIER, THURMAN, LE	07	F-010		2025	5265063	$ 279.27		$ 43.34				$ 322.61	SIGNED LATE FOR EDLERLY EXEMPTION
24038	LEACH, JOSEPH LEE, LE	09	F-010		2025	0100002682						$ 110.00	$ 110.00	LAND IS VACANT
24039	LEACH, JOSEPH LEE, LE	09	F-010		2024	0100002682						$ 110.00	$ 110.00	LAND IS VACANT
24040	LEACH, JOSEPH LEE, LE	09	F-010		2023	0100002682						$ 110.00	$ 110.00	LAND IS VACANT
24041	LEACH, JOSEPH LEE, LE	09	F-010		2022	0100002682						$ 90.00	$ 90.00	LAND IS VACANT
24042	LEACH, JOSEPH LEE, LE	09	F-010		2021	0100002682							$ 147.55	CLERICAL ERROR ON GRADE OF DWMH
24043	LISANE, FELMOND DONNELL & LINDA IRENE	09	F-013		2025	0100011753	$ 131.66		$ 15.89				$ 209.22	SOLD 2020 BOAT
24044	MAREADY, BRENT JAMISON	08	F-010		2025	10002718	$ 164.65		$ 25.55		$ 19.02		$ 7.37	CLERICAL ERROR ON LAND CODE
24045	MAREADY, WINFRED & BETTY, LE	08	F-010		2025	5511488	$ 6.38		$ 0.99				$ 15.30	CLERICAL ERROR ON LAND CODE
24046	MAREADY, WINFRED & BETTY, LE	08	F-010		2024	5511488	$ 13.59	$ 0.38	$ 1.33				$ 15.30	CLERICAL ERROR ON LAND CODE
24047	MAREADY, WINFRED & BETTY, LE	08	F-010		2023	5511488	$ 13.59	$ 0.38	$ 1.33				$ 15.30	CLERICAL ERROR ON LAND CODE
24048	MAREADY, WINFRED & BETTY, LE	08	F-010		2022	5511488	$ 13.59	$ 0.38	$ 1.33				$ 15.30	CLERICAL ERROR ON LAND CODE
24049	MAREADY, WINFRED & BETTY, LE	08	F-010		2021	5511488	$ 13.59	$ 0.38	$ 1.33				$ 15.30	CLERICAL ERROR ON LAND CODE
24050	MATHIS, DERRICK D. & WIFE	11			2025	5556092	$ 261.00						$ 261.00	APPLIED LATE FOR VETERAN EXEMPTION
24051	MCGARRY, BRANDON JAMES	07	F-016		2025	1003904	$ 261.00		$ 31.50				$ 292.50	APPLIED LATE FOR VETERAN EXEMPTION
24052	MELVILLE, GLORIA YVONNE, ETAL	08	F-024		2025	5770498	$ 111.94						$ 111.94	CORRECTED VALUE PER MAPPING ERROR
24053	OWENS, PATRICIA LYNN	01	F-007		2025	6555320	$ 129.34		$ 15.61				$ 144.95	CLERICAL ERROR ON GRADE OF DWMH
24054	PADILLA-AGUILUZ, ALY ENOCT & DULCE ZARAHY PADILLA	12			2025	1003253	$ 23.20				$ 2.32		$ 25.52	2 SWMHS TORN DOWN/REPLACED WITH NEW
24055	PADILLA-AGUILUZ, ALY ENOCT & DULCE ZARAHY PADILLA	12			2024	1003253	$ 28.60	$ 0.80					$ 29.40	2 SWMHS TORN DOWN/REPLACED WITH NEW
24056	PAYNE, JOSEPH A.	08			2025	0100003165	$ 610.74						$ 610.74	LATE APPLICATION FOR LAND USE
24057	PIGFORD, JANICE	07			2025	6890337	$ 58.58						$ 58.58	CLERICAL ERROR ON LAND DIMENSIONS
24058	PIGFORD, JANICE	07			2024	6890337	$ 45.76	$ 1.28					$ 47.04	CLERICAL ERROR ON LAND DIMENSIONS
24059	PIGFORD, JANICE	07			2023	6890337	$ 45.76	$ 1.28					$ 47.04	CLERICAL ERROR ON LAND DIMENSIONS
24060	PIGFORD, JANICE	07			2022	6890337	$ 45.76	$ 1.28					$ 47.04	CLERICAL ERROR ON LAND DIMENSIONS
24061	PIGFORD, JANICE	07			2021	6890337	$ 45.76	$ 1.28					$ 47.04	CLERICAL ERROR ON LAND DIMENSIONS
24062	RAYNOR, REX DARRYL	08	F-024		2025	7225600	$ 879.57						$ 879.57	APPLIED LATE FOR DISABILITY EXEMPTION
24063	ROBLES, NILDA Y. BARDALES & DUNIA M. M. JIMANEZ	09			2025	1001563	$ 554.48						$ 554.48	CLERICAL ERROR ON DWMH
24064	ROGERS, JARVIS L.	07			2025	1002450	$ 261.00						$ 261.00	APPLIED LATE FOR VETERAN EXEMPTION
24065	RYAL, FABIAN DARRELL	13	F-021		2025	7553497	$ 2.61		$ 0.32		$ 0.29		$ 3.22	SOLD MYT TRAILER 2015
24066	RYAL, FABIAN DARRELL	13	F-021		2024	7553497	$ 3.22	$ 0.09	$ 0.32		$ 0.36		$ 3.99	SOLD MYT TRAILER 2015
24067	RYAL, FABIAN DARRELL	13	F-021		2023	7553497	$ 3.22	$ 0.09	$ 0.32		$ 0.36		$ 3.99	SOLD MYT TRAILER 2015
24068	RYAL, FABIAN DARRELL	13	F-021		2022	7553497	$ 3.22	$ 0.09	$ 0.32		$ 0.36		$ 3.99	SOLD MYT TRAILER 2015
24069	RYAL, FABIAN DARRELL	13	F-021		2021	7553497	$ 3.58	$ 0.10	$ 0.35		$ 0.40		$ 4.43	SOLD MYT TRAILER 2015
24070	RYAL, FABIAN DARRELL	13	F-021		2020	7553497	$ 3.58	$ 0.10			$ 0.37		$ 4.05	SOLD MYT TRAILER 2015
24071	RYAL, FABIAN DARRELL	13			2019	7553497	$ 3.58	$ 0.10			$ 0.37		$ 4.05	SOLD MYT TRAILER 2015
24072	RYAL, FABIAN DARRELL	13			2018	7553497	$ 3.58				$ 0.36		$ 3.94	SOLD MYT TRAILER 2015
24073	RYAL, FABIAN DARRELL	13			2017	7553497	$ 3.48				$ 0.35		$ 3.83	SOLD MYT TRAILER 2015
24074	RYAL, FABIAN DARRELL	13			2016	7553497	$ 3.65				$ 0.37		$ 4.02	SOLD MYT TRAILER 2015
24075	SAVAGE, CHARLES J. & JOYCE PISTNER SAVAGE	11	F-017		2025	1004689						$ 110.00	$ 110.00	CHARGED SW FEE IN ERROR

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RELEASE NUMBER	NAME	TOWNSHIP	FIRE DISTRICT 1	FIRE DISTRICT 2	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	FIRE DISTRICT 1	FIRE DISTRICT 2	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
24076	SWINSON, LOUIS FRED	07	F-004		2025	8473300	$ 77.72		$ 6.14				$ 83.86	CLERICAL ERROR ON LAND ADJUSTMENT
24077	SYKES, ELIZABETH P.	09	F-011		2025	010000497	$ 615.38		$ 74.27			$ 110.00	$ 799.65	CLERICAL ERROR ON CONDITION OF HOUSE VACANT
24078	TINCHER, AURELIA GAIL	13	F-021		2025	1005240	$ 426.01		$ 51.42				$ 477.43	APPLICATION LATE FOR ELDERLY EXEMPTION
24079	TRAT, HILDA ATKINSON	07	F-003		2025	8498460	$ 777.49		$ 73.73				$ 851.22	APPLICATION LATE FOR ELDERLY EXEMPTION
24080	TURNER, LISA MAREADY	08	F-010		2025	8845089	$ 522.00		$ 81.00			$ 110.00	$ 713.00	DWMH MOVED TO PARCEL 07-1669-1
24081	WILLIAMS, PATRICK M.	11	F-018		2025	9680259	$ 66.12		$ 7.98				$ 74.10	CLERICAL ERROR ON LAND CODE
24082	WILLIFORD, NANCY	07	F-005		2025	010002359	$ 466.90		$ 40.25				$ 507.15	DWMH MOVED TO LH CARD 07-1117-4-3
													$ -	
	GRAND TOTAL						$ 21,900.57	$ 180.76	$ 1,554.37	$ -	$ 60.50	$ 2,081.05	$ 25,777.25	
	SUBMITTED BY:		FINAL APPROVAL BY:								DATE APPROVED:		02/04/26	

Late Land Use Applications

Board Meeting 2/2/2026

Late 2025 Land Use Applications:

Alisa F. Sofield

Parcel 08-2276-2

Application received on 12/18/2025

**All of the properties qualify for the Present Use Value Program; applications were submitted after deadline for Tax Office to process. We are requesting that they be accepted as timely filed.

Approved by: _____ Date: 02/04/26

2025 LATE ELDERLY AND DISABLED VETERAN APPLICATIONS

NAME	ACCOUNT NUMBER	EXEMPTION TYPE	EXEMPTION AMOUNT	DATE APPLIED
BARNES,HENRY & WIFE	1003206	VETERAN	$45,000	11/13/2025
BLACK, MARIA	10001791	VETERAN	$45,000	10/29/2025
CARNES, KURTIS E & WIFE	1001689	VETERAN	$45,000	11/7/2025
JAMES, BRANDON & WIFE	4340026	VETERAN	$45,000	10/21/2025
MATHIS, DERRICK D & WIFE	5556092	VETERAN	$45,000	12/4/2025
MCCGARRY, BRANDON	1003904	VETERAN	$45,000	12/9/2025
ROGERS, JARVIS L	1002450	VETERAN	$45,000	12/22/2025
KENNEDY, DEBRA ANN	4873162	ELDERLY	$67,550	12/29/2025
RAYNOR, REX DARRYL	7225600	ELDERLY	$151,650	12/22/2025
TART, HILDA ATKINSON	8498460	ELDERLY	$134,050	12/23/2025
TINCHER, AURELIA GAIL	1005240	ELDERLY	$73,450	11/24/2025

X Debra B Edwards
SIGNATURE

X 02/04/26
DATE

Instructions for what to do with attachments once approved:

CLAYTONHOMES.pdf

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.

DUPLIN COUNTY ADDRESSING DEPARTMENT
209 SEMINARY ST / PO BOX 950
KENANSVILLE NC 28349

DUPLIN COUNTY

ROAD NAME PETITION – UNNAMED ROAD

1. Applicant Information

Name: Clayton Homes
Address: 4335 Hwy 70 East
City/State/Zip: Goldsboro NC 27534
Telephone:
- Work: 919.738.9484
- Home: 919-751-3151

2. Mail Determination

(Complete only if different from Applicant Information)
Name:
Address:
City/State/Zip:

3. Road Location

Township: Magnolia
Town: Magnolia
Description:
@ 400 Block of S McRae St

4. Parcel Tax ID

Tax ID Number: 12-998-1, 1-2, 1-3, 1-1

5. Proposed Road Name (No more than thirteen letters excluding suffix)

Primary Name: Happy Valley Ln
Backup Name 1:
Backup Name 2:

6. Signatures of Property Owners that access Road/Telephone numbers:

Roy Bokin Parcel 12-998-1 — 910-822-9947
Jose Rodriguez 12-998-1-1 — 910-305-7632
Jose Rodriguez 12-998-1-2 — 910-881-2512
Sandy Rodriguez 12-998-1-3

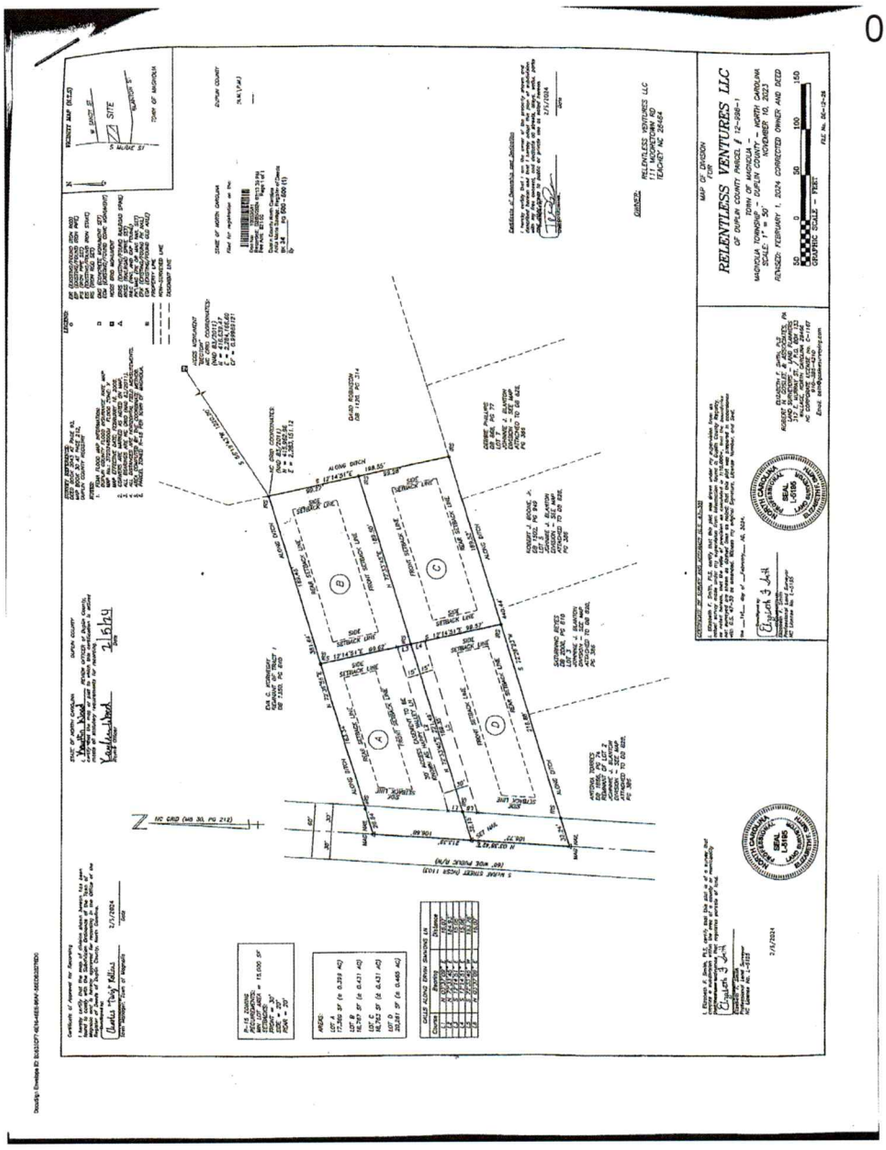
The applicant certifies that the signatures provided on this petition represent the required percentage of landowners who access or adjoin the road to be officially named.

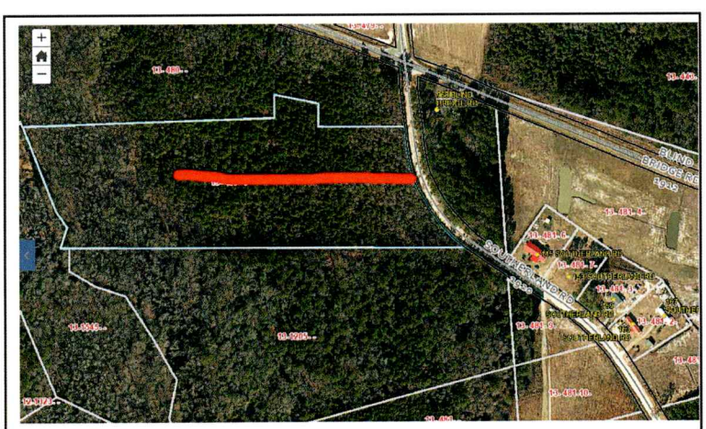
Applicant's Signature: Richard Brown Clayton Homes

Attention Landowners: Important Address Change Notification

Please be informed that if you utilize your 911 address for mail delivery at your residence, your address will be subject to change. It is essential to inform your mortgage provider, financial institutions, insurance companies, and any other organizations that send you bills or important correspondence. Additionally, please update the Department of Motor Vehicles (DMV) and any other relevant institutions you may engage with.

We will take the necessary steps to notify the United States Postal Service (USPS), update the E911 System, and revise the county tax records accordingly.





Instructions for what to do with attachments once approved:

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209 SEMINARY ST / PO BOX 950
KENANSVILLE NC 28349

DUPLIN COUNTY

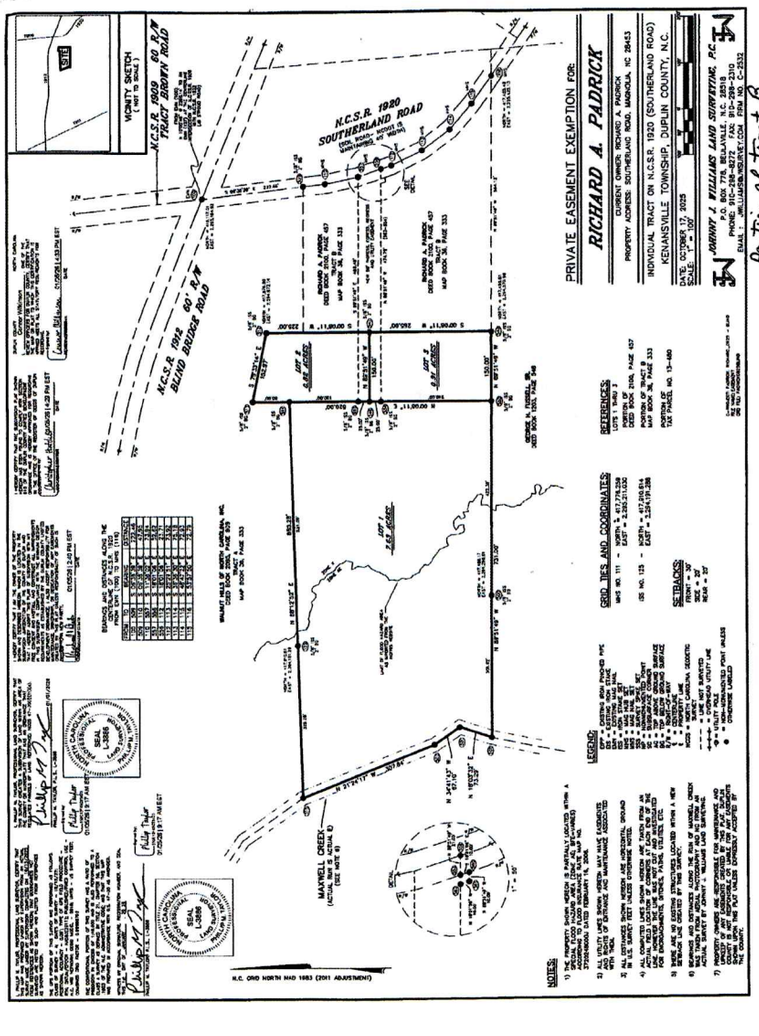
ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:
   Name: Walnut Hills of North Carolina INC.
   Address: 290 Arthur Stein Rd.
   City/State/Zip: Chinquapin, NC 28521
   Telephone: Work: 910-389-7728 Home: _____
2. MAIL DETERMINATON TO (If different than applicant information):
   Name: _____
   Address: _____
   City/State/Zip: _____
3. ROAD LOCATION: Township Kenansville Range _____
   DESCRIPTION: Easement to Access three New Lots on Southerland & Magnolia Rd.
4. PARCEL TAX-ID: 13-480-1
5. PROPOSED ROAD NAME: H.T. Brown LN
   BACKUP NAME 1: Maxwell LN.
   BACKUP NAME 2: Maxwell CR. LN
   (NAME SHOULD BE LESS THAN 13 LETTERS)
6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD AS LISTED BY DUPLIN TAX OFFICE:

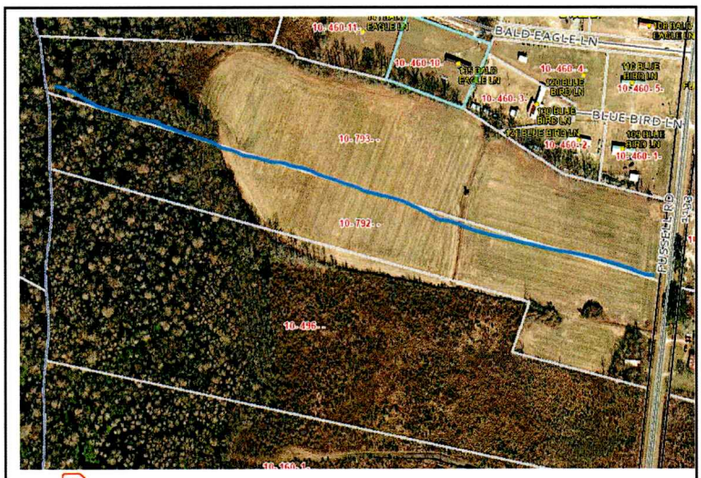
PARCEL NUMBER:	PARCEL OWNER NAME PRINT AND SIGNATURE
_____	_____
_____	_____
_____	_____
_____	_____

The applicant hereby certifies that the signatures on this petition constitute the required amount of the landowners accessing or adjoining the road to be named by this petition.

Applicant's Signature: Richard Padrick (President)



Portion of Tract B
Map Book 36 Page 333



ednateacheypet.pdf

Instructions for what to do with attachments once approved:

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.

DUPLIN COUNTY ADDRESSING DEPARTMENT
209 SEMINARY ST / PO BOX 950
KENANSVILLE NC 28349

DUPLIN COUNTY

ROAD NAME PETITION – UNNAMED ROAD

1. Applicant Information

Name: ~~Marshall~~ Teachey Edna
Address: 168 Murphy Store Rd
City/State/Zip: Rose Hill NC 28458
Telephone:
- **Work:** 910-376-0623
- **Home:** SAME

2. Mail Determination

(Complete only if different from Applicant Information)
Name:
Address:
City/State/Zip:

3. Road Location

Township: Rockfish
Town: Rose Hill

Description:
Parcel 10-792 & 793 @ 530 Block of Russell Rd
SR#1133

4. Parcel Tax ID

Tax ID Number: 10-792-- & 10-793-- Combined

5. Proposed Road Name (No more than thirteen letters excluding suffix)

Primary Name: Wild Turkey Lane
Backup Name 1: Deer Track Lane
Backup Name 2: Turkey Track Lane

6. Signatures of Property Owners that access Road/Telephone numbers:

Edna Teachey 910-376-0623

The applicant certifies that the signatures provided on this petition represent the required percentage of landowners who access or adjoin the road to be officially named.

Applicant's Signature: Edna Teachey

Attention Landowners: Important Address Change Notification

Please be informed that if you utilize your 911 address for mail delivery at your residence, your address will be subject to change. It is essential to inform your mortgage provider, financial institutions, insurance companies, and any other organizations that send you bills or important correspondence. Additionally, please update the Department of Motor Vehicles (DMV) and any other relevant institutions you may engage with.

We will take the necessary steps to notify the United States Postal Service (USPS), update the E911 System, and revise the county tax records accordingly.

County management discussed privatizing child support in the spring of 2025 and a Request for Proposals was issued. The end result was that the Child Support Supervisor stated current staffing levels could be reduced to simulate the structure of the outside agencies. This included the elimination of 5 child support positions.

As follow-up, the following positions needs to be eliminated:

679 – Child Support Agent 1

#411-- Child Support Agent II

#412 – Child Support Agent II

#414 – Child Support Agent II

#111 – Public Information Assistant IV

It is also recommended that the County issue another Request for Proposals for privatization of Child Support for FY2027.

It is requested that a motion be made to eliminate positions #679, #411, #412, #414 and #111.

Drinks- $3.00

Pepsi, Diet Pepsi, Mtn Dew, Diet Dew, Starry

Water- $3.00

Aquafina

16oz Beer- $8.00

Michelob Ultra, Coors Light, White Claw (Black Cherry), Bud Light, Miller Lite, Coors Banquet, Yuengling

12oz Craft Beer, IPA, and Seltzers- $6.00

Red Oak Bavarian Amber Lager, Happy Dad (Grape, Raspberry, Fruit Punch), Goose Island (Big Juicy, Hazy Beer, Big Mango, Hazy Pineapple, Tropical Beer), Kona Big Wave, Kona Long Bard, New Belgium Voodoo Ranger (Juicy Hazy, Imperial, Ranger Juice Force, Tropic Force, Ranger Fruit Force), Wicked Weed (Mango Wowie, Burst Blue Razz, Weed Pils, Imperial Perni Haze, Coastal Love, Freak of Nature, Pernicious

12oz Beer- $5.00

Natural Light

Peach Drink- $8.00

Mixed with Bacardi Superior, Margarita Man Peach Mix, and Water

Liquor for Wedding Parties and other Private Rentals

Bacardi Superior, Don Julio Blanco, 1800 Tequila Blanco, Buchanan's (Pineapple, Deluxe)

Koozie- $3.00

Hot Dog- $3.00

Mustard and Ketchup only

Rodeo Dog- $4.00

Mustard, Ketchup, Chili, Jalapenos, Cheese

Nachos with Cheese- $4.00

Cheese Only

Monster Nachos- $5.00

Chili, Cheese, Jalapenos

Popcorn- $3.00

Cheeseburger- $5.00

Sausage Dogs- $4.00

Chicken Rollers- $4.00

CONTRACT FEE'S MAY VARY, TICKETS, & VIP PARKING

Division of Child and Family Well-Being
Agreement Addendum
FY 2025-26

Duplin County Health Department **Local Health Department Legal Name**	Community Nutrition Services Section/ WIC **DCFW Section / Unit Name**
	Kimberly Lovenduski, (919) 218-3654, kim.lovenduski@dhhs.nc.gov; For AA submission/follow-up and ATC funding availability questions contact: DCFW.LHDAgreements@dhhs.nc.gov **DCFW Program Contact** (name, phone number, and email)
403 WIC **Activity Number and Description**	
12/01/2025 – 05/31/2026 **Service Period**	**DCFW Program Signature** **Date** (only required for a negotiable Agreement Addendum)
01/01/2026 – 06/30/2026 **Payment Period**	

☐ Original Agreement Addendum
☒ Agreement Addendum Revision # 2

I. **Background:**

No change.

II. **Purpose:**

This Agreement Addendum Revision #2, adjusts funding to the Local Health Departments (LHD), that have increased WIC participation above their initial caseload assignment 100% during the assessment period of –August - September 2025, during SFY25-26, as defined in the Revision 1 Agreement Addendum's Attachment A-1. In addition, the Local Health Departments (LHD) per-participant rate will be increased.

These funding increases, applicable from December 1, 2025 through May 31, 2026, will enhance the LHD's ability to continue with the objective of the Special Supplemental Nutrition Program for WIC,

Health Director Signature (use blue ink or verifiable digital signature) — Date: 1.12.2026

LHD to complete: [For DPH to contact in case follow-up information is needed.]	LHD program contact name:	Tabatha Hanell, 910.372.9172
	Phone and email address:	tabatha.hanell e.duplinnc.gov

Signature on this page signifies you have read and accepted all pages of this document. Template rev. Sept 2024

which is to provide supplemental nutritious foods, nutrition education, and referrals to health care for low-income persons during critical periods of growth and development.

III. **Scope of Work and Deliverables:**

As of December 1, 2025, this Agreement Addendum Revision #2 replaces Paragraph 2 in its entirety with the following:

2. The Local Health Department shall maintain active participation in the WIC Program, which is at least 97% of the base caseload. From December 1, 2025 through May 31, 2026, the updated base caseload for the Local Health Department's local WIC agency is provided in Attachment A-2 (in this Agreement Addendum Revision #2).

IV. **Performance Measures / Reporting Requirements:**

As of December 1, 2025, this Agreement Addendum Revision #2 replaces Subparagraph a. under Paragraph 1. Performance Measures in its entirety with the following:

Maintain active participation in the WIC Program, which is at least 97% of the base caseload. The base caseload for the Local Health Department's local WIC agency is provided in Attachment A-2 (in the Agreement Addendum Revision #2).

V. **Performance Monitoring and Quality Assurance:**

No change.

VI. **Funding Guidelines or Restrictions:**

No change.

SFY25-26 Base Caseload
December 1, 2025 - May 31, 2026

Attachment A-2

Local Agency	Base Caseload	97% of Base Caseload	Local Agency	Base Caseload	97% of Base Caseload
Alamance	4,614	4,476	Johnston	5,071	4,919
Albemarle Regional	3,707	3,596	Jones	197	191
Alexander	878	852	Lee	1,772	1,719
Anson	787	763	Lenoir	2,071	2,009
Appalachian District	1,628	1,579	Lincoln	1,743	1,691
Beaufort	1,439	1,396	Macon	873	847
Bladen	1,124	1,090	Madison	430	417
Brunswick	3,557	3,450	Mecklenburg	26,108	25,325
Buncombe	4,671	4,531	Montgomery	1,253	1,216
Burke	2,350	2,280	Moore	1,496	1,451
Cabarrus	4,118	3,995	M-T-W District	1,365	1,324
Caldwell	2,028	1,967	Nash	2,233	2,166
Carteret	1,289	1,250	New Hanover	3,668	3,558
Caswell	569	552	Northampton	421	408
Catawba	3,706	3,595	Onslow	6,845	6,640
Cherokee	610	592	Pamlico	324	314
Clay	273	265	Pender	1,353	1,313
Cleveland	4,172	4,047	Person	955	926
Columbus	1,546	1,500	Pitt	4,936	4,788
Craven	3,173	3,078	Polk	311	302
Cumberland	12,434	12,061	Randolph	3,533	3,427
Dare	630	611	Richmond	2,178	2,113
Davidson	4,195	4,069	Robeson	6,581	6,384
Davie	915	888	Rockingham	2,391	2,319
Duplin	2,403	2,331	Rowan	2,799	2,715
Edgecombe	1,346	1,306	Sampson	2,246	2,179
Foothills	2,877	2,791	Scotland	1,394	1,352
Forsyth	10,136	9,832	Stanly	1,757	1,704
Franklin	1,358	1,317	Stokes	1,059	1,027
Gaston	5,225	5,068	Surry	2,013	1,953
Graham	281	273	Swain	289	280
Granville-Vance	3,046	2,955	Toe River District	744	722
Greene	575	558	Transylvania	583	566
Guilford	13,905	13,488	Union	4,431	4,298
Halifax	1,565	1,518	Wake	22,226	21,559
Harnett	3,735	3,623	Warren	523	507
Haywood	1,258	1,220	Wayne	5,085	4,933
Henderson	2,179	2,114	Wilkes	1,833	1,778
Hoke	2,077	2,015	Wilson	2,579	2,502
Iredell	3,882	3,766	Yadkin	1,109	1,076
Jackson	840	815	Yancey	370	359

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DPH-Aid-To-Counties For Fiscal Year: 25/26 Budgetary Estimate Number : 5

Activity 403 Service Period Payment Period	AA	133001 2D15403 20G0001001 06/01-09/30 07/01-11/30	Total Allocated	133001 2D15403 20G0001001 10/01-05/31 11/01-06/30	Total Allocated	133001 2D15404 20G0001001 06/01-09/30 07/01-11/30	Total Allocated	133001 2D15404 20G0001001 10/01-05/31 11/01-06/30	Total Allocated	133001 2D15405 20G0001001 06/01-09/30 07/01-11/30	Total Allocated	133001 2D15405 20G0001001 10/01-05/31 11/01-06/30	Total Allocated	133001 2D15409 20G0001001 06/01-09/30 07/01-11/30	Total Allocated	133001 2D15409 20G0001001 10/01-05/31 11/01-06/30	Total Allocated	Proposed Total	New Total
01 Alamance	* 2	0	$154,782.00	5,537	$313,938.00	0	$95,518.00	0	$191,037.00	0	$27,847.00	0	$55,694.00	0	$27,847.00	0	$55,695.00	5,537	927,895
D1 Albemarle	* 1	0	$153,989.00	4,448	$307,980.00	0	$50,937.00	0	$101,873.00	0	$24,763.00	0	$49,525.00	0	$17,939.00	0	$35,877.00	4,448	747,331
02 Alexander	* 2	0	$20,310.00	3,258	$72,558.00	0	$17,546.00	0	$23,493.00	0	$3,478.00	0	$4,885.00	0	$15,515.00	0	$13,359.00	3,258	174,400
04 Anson	* 1	0	$33,184.00	5,453	$66,368.00	0	$9,913.00	0	$19,826.00	0	$4,957.00	0	$9,913.00	0	$1,512.00	0	$3,024.00	5,453	154,150
D2 Appalachian	* 2	0	$74,351.00	4,158	$102,268.00	0	$14,647.00	0	$65,973.00	0	$6,778.00	0	$15,815.00	0	$9,494.00	0	$40,548.00	4,158	326,033
07 Beaufort	* 1	0	$55,191.00	3,130	$110,381.00	0	$29,499.00	0	$58,997.00	0	$5,709.00	0	$11,419.00	0	$4,758.00	0	$9,516.00	3,130	288,600
09 Bladen	* 2	0	$45,960.00	5,557	$92,555.00	0	$16,333.00	0	$32,667.00	0	$5,667.00	0	$11,333.00	0	$4,000.00	0	$8,000.00	5,557	222,072
10 Brunswick	* 2	0	$157,469.00	18,196	$318,645.00	0	$50,000.00	0	$100,000.00	0	$4,000.00	0	$8,000.00	0	$15,000.00	0	$30,000.00	18,196	701,310
11 Buncombe	* 2	0	$211,152.00	19,433	$427,349.00	0	$58,587.00	0	$117,133.00	0	$15,419.00	0	$30,839.00	0	$15,167.00	0	$30,333.00	19,433	925,392
12 Burke	* 1	0	$100,903.00	10,335	$201,807.00	0	$36,467.00	0	$72,933.00	0	$7,000.00	0	$14,000.00	0	$7,600.00	0	$15,200.00	10,335	466,245
13 Cabarrus	* 2	0	$137,420.00	4,942	$289,639.00	0	$95,436.00	0	$190,861.00	0	$16,497.00	0	$32,993.00	0	$18,303.00	0	$36,606.00	4,942	822,691
14 Caldwell	* 2	0	$91,082.00	3,736	$185,736.00	0	$25,484.00	0	$50,969.00	0	$10,000.00	0	$20,000.00	0	$6,216.00	0	$12,432.00	3,736	405,655
16 Carteret	* 2	0	$59,870.00	1,547	$103,477.00	0	$29,000.00	0	$58,000.00	0	$1,333.00	0	$2,667.00	0	$4,000.00	0	$8,000.00	1,547	258,894
17 Caswell	* 2	0	$18,070.00	7,296	$36,173.00	0	$10,093.00	0	$20,186.00	0	$2,789.00	0	$5,578.00	0	$2,832.00	0	$5,264.00	7,296	108,081
18 Catawba	* 1	0	$138,002.00	7,654	$276,004.00	0	$66,667.00	0	$133,333.00	0	$22,088.00	0	$44,176.00	0	$18,667.00	0	$37,333.00	7,654	743,924
19 Chatham		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
20 Cherokee	* 2	0	$22,821.00	732	$46,511.00	0	$11,426.00	0	$22,851.00	0	$3,898.00	0	$7,795.00	0	$2,136.00	0	$4,272.00	732	122,442
22 Clay	* 2	0	$11,917.00	328	$24,467.00	0	$3,387.00	0	$6,773.00	0	$1,478.00	0	$2,957.00	0	$1,104.00	0	$2,208.00	328	54,619
23 Cleveland	* 1	0	$165,690.00	15,728	$331,380.00	0	$61,626.00	0	$123,049.00	0	$14,959.00	0	$29,919.00	0	$29,368.00	0	$58,736.00	15,728	830,354
24 Columbus	* 2	0	$48,496.00	1,855	$100,368.00	0	$32,819.00	0	$65,638.00	0	$5,792.00	0	$11,583.00	0	$14,479.00	0	$28,957.00	1,855	309,987
25 Craven	* 2	0	$97,329.00	8,717	$198,034.00	0	$86,667.00	0	$173,333.00	0	$11,667.00	0	$23,333.00	0	$11,333.00	0	$22,667.00	8,717	633,080
26 Cumberland	* 2	0	$572,763.00	79,249	$1,112,928.00	0	$150,975.00	0	$301,949.00	0	$17,167.00	0	$83,333.00	0	$38,568.00	0	$77,136.00	79,249	2,434,066
28 Dare	* 2	0	$25,501.00	3,962	$52,403.00	0	$9,333.00	0	$18,667.00	0	$1,833.00	0	$3,667.00	0	$2,600.00	0	$5,200.00	3,962	123,166
29 Davidson	* 2	0	$191,662.00	9,142	$386,599.00	0	$54,188.00	0	$108,376.00	0	$6,667.00	0	$13,333.00	0	$23,333.00	0	$46,667.00	9,142	839,967
30 Davie	* 2	0	$39,118.00	3,002	$75,039.00	0	$14,000.00	0	$28,000.00	0	$3,167.00	0	$7,333.00	0	$3,167.00	0	$9,333.00	3,002	182,159
31 Duplin	* 2	0	$74,488.00	13,104	$150,747.00	0	$66,667.00	0	$133,333.00	0	$5,000.00	0	$10,000.00	0	$8,667.00	0	$13,333.00	13,104	473,339
32 Durham		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
33 Edgecombe	* 2	0	$54,170.00	1,615	$120,009.00	0	$22,315.00	0	$34,629.00	0	$4,157.00	0	$17,315.00	0	$8,436.00	0	$7,872.00	1,615	270,518
D7 Foothills	* 1	0	$122,045.00	4,054	$238,793.00	0	$58,667.00	0	$117,333.00	0	$1,350.00	0	$8,000.00	0	$9,720.00	0	$19,440.00	4,054	579,402
34 Forsyth	* 1	0	$390,182.00	26,692	$780,368.00	0	$167,568.00	0	$335,135.00	0	$68,742.00	0	$133,484.00	0	$42,929.00	0	$85,857.00	26,692	2,028,955
35 Franklin	* 1	0	$21,155.00	5,437	$42,308.00	0	$29,087.00	0	$58,174.00	0	$8,814.00	0	$17,629.00	0	$29,087.00	0	$58,174.00	5,437	269,865
36 Gaston	* 2	0	$204,559.00	32,522	$412,158.00	0	$75,472.00	0	$150,944.00	0	$30,000.00	0	$60,000.00	0	$20,000.00	0	$40,000.00	32,522	1,025,655
38 Graham	* 1	0	$11,733.00	337	$23,466.00	0	$4,118.00	0	$8,236.00	0	$1,414.00	0	$2,827.00	0	$1,506.00	0	$3,012.00	337	56,649
D3 Gran-Vance	* 1	0	$136,806.00	3,655	$273,612.00	0	$47,000.00	0	$88,000.00	0	$11,333.00	0	$22,667.00	0	$8,333.00	0	$22,667.00	3,655	614,073
40 Greene	* 2	0	$23,374.00	3,696	$47,317.00	0	$7,054.00	0	$14,108.00	0	$3,527.00	0	$7,054.00	0	$2,167.00	0	$4,333.00	3,696	112,630
41 Guilford	* 2	0	$600,885.00	16,686	$1,231,830.00	0	$199,801.00	0	$399,602.00	0	$43,435.00	0	$86,870.00	0	$69,670.00	0	$139,339.00	16,686	2,788,118
42 Halifax	* 2	0	$67,804.00	6,287	$138,179.00	0	$19,285.00	0	$38,570.00	0	$9,643.00	0	$19,285.00	0	$3,552.00	0	$7,104.00	6,287	309,709
43 Harnett	* 2	0	$164,407.00	24,221	$332,721.00	0	$45,709.00	0	$91,418.00	0	$12,856.00	0	$25,713.00	0	$11,435.00	0	$22,869.00	24,221	731,349
44 Haywood	* 1	0	$54,769.00	1,510	$109,535.00	0	$16,807.00	0	$33,614.00	0	$8,403.00	0	$16,807.00	0	$4,056.00	0	$8,112.00	1,510	253,613
45 Henderson	* 2	0	$84,451.00	15,240	$175,614.00	0	$30,000.00	0	$60,000.00	0	$9,333.00	0	$18,667.00	0	$10,000.00	0	$20,000.00	15,240	423,305
47 Hoke	* 2	0	$95,344.00	4,496	$193,527.00	0	$26,667.00	0	$53,333.00	0	$4,000.00	0	$8,000.00	0	$10,000.00	0	$20,000.00	4,496	415,367
48 Hyde	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
49 Iredell	* 2	0	$134,731.00	9,769	$273,102.00	0	$74,579.00	0	$149,157.00	0	$14,916.00	0	$29,831.00	0	$29,832.00	0	$59,664.00	9,769	776,581
50 Jackson	* 1	0	$25,897.00	1,810	$51,794.00	0	$23,319.00	0	$46,637.00	0	$3,314.00	0	$6,628.00	0	$3,048.00	0	$6,096.00	1,810	166,543
51 Johnston	* 1	0	$236,441.00	7,989	$472,880.00	0	$67,667.00	0	$135,333.00	0	$15,000.00	0	$30,000.00	0	$18,333.00	0	$36,667.00	7,989	1,020,310
52 Jones	* 1	0	$8,757.00	337	$17,515.00	0	$2,612.00	0	$5,224.00	0	$1,306.00	0	$2,612.00	0	$384.00	0	$768.00	337	39,515
53 Lee	* 2	0	$60,261.00	2,126	$122,291.00	0	$32,072.00	0	$64,145.00	0	$11,483.00	0	$22,966.00	0	$13,669.00	0	$27,337.00	2,126	356,350
54 Lenoir	* 1	0	$91,729.00	2,485	$183,456.00	0	$27,662.00	0	$55,324.00	0	$13,831.00	0	$27,662.00	0	$5,088.00	0	$10,176.00	2,485	417,413
55 Lincoln	* 2	0	$49,584.00	2,092	$99,455.00	0	$49,165.00	0	$98,329.00	0	$11,627.00	0	$23,253.00	0	$5,880.00	0	$11,760.00	2,092	351,255
56 Macon	* 2	0	$36,932.00	4,755	$73,835.00	0	$10,461.00	0	$20,922.00	0	$8,230.00	0	$10,461.00	0	$3,336.00	0	$6,672.00	4,755	171,404
57 Madison	* 1	0	$17,831.00	2,821	$35,663.00	0	$5,438.00	0	$10,875.00	0	$2,719.00	0	$5,437.00	0	$1,200.00	0	$2,400.00	2,821	84,384
D4 M-T-W	* 1	0	$63,282.00	1,638	$126,562.00	0	$21,474.00	0	$42,948.00	0	$2,073.00	0	$4,147.00	0	$4,320.00	0	$8,640.00	1,638	275,084

60 Mecklenburg	*	2		0	$1,190,316.00	72,913	$2,448,941.00		0	$346,145.00		0	$692,289.00		0	$78,065.00		0	$156,129.00		0	$67,113.00		0	$134,225.00	72,913	5,187,138
62 Montgomery	*	2		0	$83,457.00	5,512	$168,617.00		0	$26,274.00		0	$40,548.00		0	$1,423.00		0	$2,846.00		0	$4,945.00		0	$9,890.00	5,512	247,712
63 Moore	*	1		0	$65,067.00	4,200	$130,178.00		0	$19,668.00		0	$39,318.00		0	$9,636.00		0	$19,659.00		0	$3,720.00		0	$7,440.00	4,200	299,089
64 Nash	*	1		0	$97,911.00	2,680	$195,822.00		0	$29,833.00		0	$59,666.00		0	$14,916.00		0	$29,833.00		0	$6,504.00		0	$13,008.00	2,680	450,173
65 New Hanover	*	1		0	$179,327.00	4,402	$358,655.00		0	$49,004.00		0	$98,009.00		0	$4,667.00		0	$9,333.00		0	$12,024.00		0	$24,048.00	4,402	739,469
66 Northampton	*	1		0	$16,142.00	505	$32,283.00		0	$6,667.00		0	$13,333.00		0	$2,812.00		0	$5,625.00		0	$2,502.00		0	$5,005.00	505	84,873
67 Onslow	*	1		0	$297,254.00	17,432	$594,510.00		0	$109,797.00		0	$219,593.00		0	$13,496.00		0	$26,991.00		0	$36,559.00		0	$61,117.00	17,432	1,370,733
68 Orange				0	$0.00	0	$0.00		0	$0.00		0	$0.00		0	$0.00		0	$0.00		0	$0.00		0	$0.00	0	0
69 Pamlico	*	2		0	$14,176.00	389	$28,918.00		0	$4,102.00		0	$8,203.00		0	$2,851.00		0	$4,191.00		0	$1,032.00		0	$2,064.00	389	65,035
71 Pender	*	1		0	$40,976.00	5,231	$81,951.00		0	$36,333.00		0	$72,667.00		0	$5,000.00		0	$10,000.00		0	$5,667.00		0	$11,333.00	5,231	269,158
73 Person	*	2		0	$40,155.00	9,663	$81,077.00		0	$11,316.00		0	$22,632.00		0	$3,333.00		0	$6,667.00		0	$3,828.00		0	$6,856.00	9,663	183,627
74 Pitt	*	1		0	$131,516.00	64,941	$263,040.00		0	$116,667.00		0	$233,333.00		0	$27,624.00		0	$55,247.00		0	$14,992.00		0	$29,184.00	64,941	936,147
75 Polk	*	2		0	$12,836.00	2,678	$26,348.00		0	$3,340.00		0	$6,666.00		0	$1,679.00		0	$3,340.00		0	$1,956.00		0	$3,113.00	2,678	59,759
76 Randolph	*	1		0	$170,556.00	7,747	$341,114.00		0	$46,733.00		0	$93,467.00		0	$4,362.00		0	$8,725.00		0	$12,013.00		0	$24,027.00	7,747	708,746
77 Richmond	*	1		0	$100,190.00	2,614	$200,381.00		0	$29,074.00		0	$58,200.00		0	$212.00		0	$3,333.00		0	$15,991.00		0	$20,000.00	2,614	438,985
78 Robeson	*	2		0	$267,511.00	47,877	$556,634.00		0	$80,608.00		0	$161,215.00		0	$36,667.00		0	$73,333.00		0	$17,333.00		0	$34,667.00	47,877	1,275,845
79 Rockingham	*	2		0	$107,012.00	2,869	$220,936.00		0	$36,633.00		0	$73,667.00		0	$2,917.00		0	$5,834.00		0	$8,467.00		0	$16,933.00	2,869	478,468
80 Rowan	*	2		0	$124,003.00	16,084	$255,055.00		0	$36,167.00		0	$72,333.00		0	$4,932.00		0	$9,864.00		0	$9,864.00		0	$19,727.00	16,084	548,029
82 Sampson	*	2		0	$94,308.00	2,695	$191,667.00		0	$31,667.00		0	$63,333.00		0	$14,511.00		0	$29,023.00		0	$8,333.00		0	$16,667.00	2,695	451,624
83 Scotland	*	2		0	$63,725.00	11,092	$127,890.00		0	$17,161.00		0	$34,322.00		0	$2,167.00		0	$4,333.00		0	$3,504.00		0	$7,008.00	11,092	271,262
84 Stanly	*	2		0	$60,656.00	2,309	$130,216.00		0	$38,373.00		0	$72,747.00		0	$3,333.00		0	$6,667.00		0	$7,841.00		0	$15,683.00	2,309	353,126
85 Stokes	*	2		0	$48,091.00	2,874	$99,391.00		0	$12,667.00		0	$25,333.00		0	$3,667.00		0	$7,333.00		0	$3,667.00		0	$7,333.00	2,874	210,356
86 Surry	*	2		0	$87,722.00	11,534	$176,416.00		0	$24,480.00		0	$48,975.00		0	$9,183.00		0	$18,366.00		0	$5,510.00		0	$11,019.00	11,534	395,216
87 Swain	*	1		0	$12,401.00	347	$24,803.00		0	$3,665.00		0	$7,731.00		0	$1,933.00		0	$3,865.00		0	$1,128.00		0	$2,256.00	347	58,329
06 Toe River	*	1		0	$26,860.00	2,897	$53,721.00		0	$12,667.00		0	$27,333.00		0	$4,836.00		0	$9,673.00		0	$3,000.00		0	$6,000.00	2,897	147,987
88 Transylvania	*	2		0	$27,825.00	1,902	$56,485.00		0	$7,456.00		0	$14,910.00		0	$833.00		0	$1,667.00		0	$2,112.00		0	$4,224.00	1,902	116,113
90 Union	*	2		0	$152,064.00	13,433	$328,537.00		0	$91,665.00		0	$183,729.00		0	$21,790.00		0	$43,897.00		0	$22,648.00		0	$25,296.00	13,433	882,966
92 Wake	*	2		0	$468,643.00	138,094	$1,015,471.00		0	$264,566.00		0	$529,136.00		0	$132,284.00		0	$264,568.00		0	$105,627.00		0	$211,655.00	138,094	4,347,446
93 Warren	*	2		0	$21,992.00	828	$44,316.00		0	$7,333.00		0	$14,667.00		0	$3,333.00		0	$6,667.00		0	$3,000.00		0	$4,000.00	828	105,136
96 Wayne	*	2		0	$169,936.00	6,302	$363,947.00		0	$114,791.00		0	$229,523.00		0	$19,033.00		0	$38,067.00		0	$13,776.00		0	$27,552.00	6,302	1,022,897
97 Wilkes	*	2		0	$79,458.00	4,604	$166,979.00		0	$23,905.00		0	$47,811.00		0	$11,983.00		0	$23,965.00		0	$5,016.00		0	$10,032.00	4,604	366,860
98 Wilson	*	2		0	$109,853.00	16,021	$220,846.00		0	$31,309.00		0	$62,616.00		0	$15,658.00		0	$31,308.00		0	$9,240.00		0	$12,480.00	16,021	505,130
99 Yadkin	*	2		0	$41,971.00	6,641	$84,378.00		0	$15,746.00		0	$31,491.00		0	$6,587.00		0	$13,135.00		0	$6,036.00		0	$12,076.00	6,641	218,046
00 Yancey	*	1		0	$12,946.00	444	$26,696.00		0	$8,707.00		0	$18,413.00		0	$1,063.00		0	$2,107.00		0	$1,008.00		0	$2,016.00	444	74,592
Totals				0	10,279,244	912,523	20,827,230		0	3,850,177		0	7,699,469		0	994,586		0	2,052,537		0	1,032,435		0	2,036,791	912,523	49,684,974

Sign and Date - DCFW Program Staff: Lydia Jackson 1/6/26	Sign and Date - DCFW Program Admin: Beata Mieduszewski 1/6/26
Sign and Date - DCFW Budget Admin: Ana Coleridge-Taylor 1/6/2026	Sign and Date - DCFW Super: Tinishia Washington 1/6/2026

FY26 - FAS federal award supplement

Activity Nbr + Name: 403 WIC

FAS Number + Reason: 3 This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: 10.557 Special Supplemental Nutrition Program

Is award R&D?: no FAIN: 256NC705W1003 IDC rate: n/a Fed awd total amt: $ 19,527,986

Fed award project description: Women, Infants & Children (2 year)

Fed awd date + awarding agency: 11-24-25 USDA, Food and Nutrition Service

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5	$ 5,537	$ 927,895	Jackson	X7YWWY6ZP574	$ 1,810	$ 168,543
Albemarle	WAAVS51PNMK3	$ 4,448	$ 747,331	Johnston	SYGAGEFDHYR7	$ 7,989	$ 1,020,310
Alexander	XVEEJSNY7UX9	$ 3,258	$ 174,400	Jones	HE3NNNUE27M7	$ 337	$ 39,515
Anson	PK8UYTSNJCC3	$ 5,453	$ 154,150	Lee	F6A8UC99JWJ5	$ 2,126	$ 356,350
Appalachian	CD7BFHB8W539	$ 4,158	$ 326,033	Lenoir	QKUFL37VPGH6	$ 2,485	$ 417,413
Beaufort	RN1SXFD4LXN6	$ 3,130	$ 288,600	Lincoln	UGGQGSSKBGJ5	$ 2,092	$ 351,255
Bladen	TLCTJWDJH1H9	$ 5,557	$ 222,072	Macon	LLPJBC6N2LL3	$ 4,755	$ 171,404
Brunswick	MJBMXLN9NJT5	$ 18,196	$ 701,310	Madison	YQ96F8BJYTJ9	$ 2,821	$ 84,384
Buncombe	W5TCDKMLHE69	$ 19,433	$ 925,392	MTW	ZKK5GNRNBBY6	$ 1,638	$ 275,084
Burke	KVJHUFURQDM5	$ 10,335	$ 466,245	Mecklenburg	EZ15XL6BMM68	$ 72,913	$ 5,187,138
Cabarrus	RXDXNEJKJFU7	$ 4,942	$ 822,691	Montgomery	E78ZAJM3BFL3	$ 5,512	$ 247,712
Caldwell	HL4FGNJNGE97	$ 3,736	$ 405,655	Moore	HFNSK95FS7Z8	$ 4,200	$ 299,089
Carteret	UC6WJ2MQMJS8	$ 1,547	$ 258,894	Nash	NF58K566HQM7	$ 2,680	$ 450,173
Caswell	JDJ7Y7CGYC86	$ 7,296	$ 108,081	New Hanover	F7TLT2GMEJE1	$ 4,402	$ 739,469
Catawba	GYUNA9W1NFM1	$ 7,654	$ 743,924	Northampton	CRA2KCAL8BA4	$ 505	$ 84,873
Chatham	KE57QE2GV5F1	$ -	$ -	Onslow	EGE7NBXW5JS6	$ 17,432	$ 1,370,733
Cherokee	DCEGK6HA11M5	$ 732	$ 122,441	Orange	GFFMCW9XDA53	$ -	$ -
Clay	HYKLQVNWLXK7	$ 328	$ 54,619	Pamlico	FT59QFEAU344	$ 389	$ 65,035
Cleveland	UWMUYMPVL483	$ 15,728	$ 830,354	Pender	T11BE678U9P5	$ 5,231	$ 269,158
Columbus	V1UAJ4L87WQ7	$ 1,855	$ 309,987	Person	FQ8LFJGMABJ4	$ 9,663	$ 183,627
Craven	LTZ2U8LZQ214	$ 8,717	$ 633,080	Pitt	VZNPMCLFTSR6	$ 64,941	$ 936,147
Cumberland	HALND8WJ3GW4	$ 79,249	$ 2,434,066	Polk	QZ6BZPGLX4Y9	$ 2,678	$ 59,759
Dare	ELV6JGB11QK6	$ 3,962	$ 123,166	Randolph	T3BUM1CVS9N5	$ 7,747	$ 708,746
Davidson	C9P5MDJC7KY7	$ 9,142	$ 839,967	Richmond	Q63FZNTJM3M4	$ 2,614	$ 438,985
Davie	L8WBGLHZV239	$ 3,002	$ 182,160	Robeson	LKBEJQFLAAK5	$ 47,877	$ 1,275,845
Duplin	KZN4GK5262K3	$ 13,104	$ 473,339	Rockingham	KGCCCHJJZZ43	$ 2,869	$ 478,468
Durham	LJ5BA6U2HLM7	$ -	$ -	Rowan	GCB7UCV96NW6	$ 16,084	$ 548,029
Edgecombe	MAN4LX44AD17	$ 1,615	$ 270,518	Sampson	WRT9CSK1KJY5	$ 2,695	$ 451,625
Foothills	NGTEF2MQ8LL4	$ 4,054	$ 579,402	Scotland	FNVTCUQGCHM5	$ 11,092	$ 271,262
Forsyth	V6BGVQ67YPY5	$ 26,692	$ 2,028,955	Stanly	U86MZUYPL7C5	$ 2,309	$ 353,126
Franklin	FFKTRQCNN143	$ 5,437	$ 269,865	Stokes	W41TRA3NUNS1	$ 2,874	$ 210,355
Gaston	QKY9R8A8D5J6	$ 32,522	$ 1,025,655	Surry	FMWCTM24C9J8	$ 11,534	$ 395,216
Graham	L8MAVKQJTYN7	$ 337	$ 56,649	Swain	TAE3M92L4QR4	$ 347	$ 58,329
Granv-Vance	MGQJKK22EJB3	$ 3,655	$ 614,073	Toe River	JUA6GAUQ9UM1	$ 2,897	$ 147,987
Greene	VCU5LD71N9U3	$ 3,696	$ 112,630	Transylvania	YLN4BFCJCP39	$ 1,902	$ 116,113
Guilford	YBEQMGFJPMJ3	$ 16,686	$ 2,788,118	Union	LHMKBD4AGRJ5	$ 13,433	$ 882,968
Halifax	MRL8MYNJJ3Y5	$ 6,287	$ 309,709	Wake	FTJ2WJPLWMJ3	$ 138,094	$ 4,347,446
Harnett	JBDCD9V41BX7	$ 24,221	$ 731,349	Warren	TLNAU5CNHSU5	$ 828	$ 105,136
Haywood	DQHZEVAV95G5	$ 1,510	$ 253,613	Wayne	DACFHCLQKMS1	$ 6,302	$ 1,022,897
Henderson	TG5ARB1JLFQ5	$ 15,240	$ 423,305	Wilkes	M14KKHY2NNR3	$ 4,604	$ 366,860
Hoke	C1GWSADARX51	$ 4,496	$ 415,367	Wilson	ME2DJHMYWG55	$ 16,021	$ 505,130
Hyde	T2RSYN36NN64	$ -	$ -	Yadkin	PLCDT7JFA8B1	$ 6,641	$ 218,046
Iredell	XTNRLKJLA4S9	$ 9,769	$ 775,581	Yancey	L98MCUHKC2J8	$ 444	$ 74,592

UEI = Unique Entity Identifier

DCFW Agreement Addendum Quality Assurance Checklist

Community Nutrition Services Section — DCFW Section
403 — Activity Number
☐ Original ☒ Revision # 2

Finance Unit — DCFW Unit
WIC — Activity Name

Federal Award Supplement (FAS) (select one)

☐ Not needed as the Activity is entirely state funded

☐ Not needed as there is no funding change with this AA Revision

☒ Supplement is included with the prepared AA and BE

☐ Needed but not available at this time as the Notice of Grant Award (NGA) has not been received. Will provide a Supplement to the DCFW Finance Office as soon as the NGA is received.

My signature below indicates that (1) I have reviewed the AA/AA Revision listed above to ensure it meets DCFW section/unit requirements for this activity, and (2) I certify the following for this AA/AA Revision:

☒ The **Background** provides understanding of problem or problems to be addressed and how it prevents goals of the program from being achieved. Complete in brief paragraph form.
- What is the primary goal of the program?
- Gives an overview of what the problem is and explains why the service is necessary.

☒ The **Purpose** identifies the goals of the Activity and desired outcome of Agreement Addendum. Complete in brief paragraph form.

☒ The **Scope of Work** is in narrative form and should describe who, what, when, how and where.
- Identifies the target population and the number of clients or participants expecting to be served.
- Who will receive/benefit from the service? (Population served or impacted.)
- Identifies deliverables including activities, tasks and services with appropriate time frames.
- How is the service provided?
- Where is the work performed (location other than LHD)?

☒ **Performance Measures/Reporting Requirements:**
- Define performance measures and indicators with benchmarks to be met. How will they be measured? (Quantity? Quality? Timeliness? Effectiveness? Efficiency?) Explains what must be accomplished to give the desired result (i.e., performance measures that are SMART: specific, measurable, achievable, relevant, and time-bound).
- Reporting requirements are in narrative form and include frequency, due dates, to whom the report goes, format and data source, etc.

☒ **Performance Monitoring and Quality Assurance:**
- Brief explanation of how performance will be monitored, for example, site visits, reports, phone conference, and if applicable, program sub-recipient monitoring plan.
- What are the consequence if performance is below expectations? (Example: request a corrective action plan.)

☒ The **Funding Guidelines/Restrictions** section clearly identifies any limitations on the use of funds or requirements on pre-approval of selected expenditures. (Section also contains language common to all AAs which provides information about federal award reporting Supplements.)

Kimberly S Lovenduski — Section AD (or Designee) Signature
1/6/26 — Date

Please deliver completed QA Checklist to the DCFW Finance Team with the AA+BE or AA+FAS+BE files for the LHDs.

Revised October 2023

Division of Public Health
Agreement Addendum
FY 25-26

Duplin County Health Department
Local Health Department Legal Name

Chronic Disease and Injury Section / Cancer Prevention and Control Branch
DPH Section / Branch Name

452 Breast and Cervical Cancer
Activity Number and Description

Lisa Brown, 919-707-5326
Lisa.m.brown@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

06/01/2025 – 05/31/2026
Service Period

DPH Program Signature Date
(only required for a negotiable Agreement Addendum)

07/01/2025 – 06/30/2026
Payment Period

☐ Original Agreement Addendum
☒ Agreement Addendum Revision # 1

I. Background:
No change.

II. Purpose:
As requested by the Local Health Department, this Agreement Addendum Revision #1 provides additional funding to increase the screening targets as listed in Section III. Scope of Work and Deliverables below.

III. Scope of Work and Deliverables:
As of February 1,2026 this Agreement Addendum Revision #1 ***replaces Paragraph 1. Provided Services*** *with the following:*

1. **Provided Services**. The Local Health Department (LHD) shall provide breast and cervical cancer screening services and/or diagnostic services, and patient navigation-only (PN only) services to NC BCCCP-enrolled patients according to the following two tables:

Breast and Cervical Cancer Screening and/or Diagnostic Services Provided	Number of NC BCCCP-Enrolled Women		
Service Period	State-Funded	Federally Funded	Tax Donation-Funded
June 1, 2025 –May 31, 2026	40		
July 1, 2025 –May 31, 2026		140	
November 1, 2025–May 31, 2026			0

Health Director Signature (use blue ink or verifiable digital signature) — Date

LHD to complete: [For DPH to contact in case follow-up information is needed.]
LHD program contact name: _____
Phone and email address: _____

Signature on this page signifies you have read and accepted all pages of this document. Template rev. June 2024

Patient Navigation Only Services Medicaid Application Completion	Number of State-funded NC BCCCP-Enrolled Patients
Service Period: June 1, 2025–May 31, 2026	2

IV. Performance Measures / Reporting Requirements:
No change.

V. Performance Monitoring and Quality Assurance:
No change.

VI. Funding Guidelines or Restrictions:
No change.

1/23/26, 11:21 AM WicGridPrint

DHHS-Aid-To-Counties **For Fiscal Year: 25/26** **Budgetary Estimate Number : 2**

Activity 452 Service Period Payment Period	AA	133300 2B03100 20G0167001 07/01-05/31 08/01-06/30	Total Allocated	133300 2B03355 2000400000 11/01-05/31 12/01-06/30	Total Allocated	133300 2B05599 2000000000 06/01-05/31 07/01-06/30	Total Allocated	133300 2B05599 2000000000 06/02-05/31 07/02-06/30	Total Allocated	Proposed Total	New Total
01 Alamance		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
D1 Albemarle		0	$48,750.00	0	$0.00	0	$29,250.00	0	$100.00	0	78,100
02 Alexander		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
04 Anson		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
D2 Appalachian	* 1	16,250	$8,125.00	0	$0.00	0	$3,250.00	0	$100.00	16,250	27,725
07 Beaufort		0	$17,875.00	0	$9,750.00	0	$13,000.00	0	$100.00	0	40,725
09 Bladen		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
10 Brunswick		0	$26,000.00	0	$0.00	0	$26,000.00	0	$100.00	0	52,100
11 Buncombe		0	$130,000.00	0	$32,500.00	0	$102,375.00	0	$100.00	0	264,975
12 Burke		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
13 Cabarrus		0	$27,625.00	0	$0.00	0	$16,250.00	0	$100.00	0	43,975
14 Caldwell		0	$21,125.00	0	$0.00	0	$11,375.00	0	$100.00	0	32,600
16 Carteret		0	$8,125.00	0	$3,250.00	0	$8,125.00	0	$100.00	0	19,600
17 Caswell		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
18 Catawba		0	$21,125.00	0	$11,375.00	0	$16,250.00	0	$100.00	0	48,850
19 Chatham		0	$8,125.00	0	$0.00	0	$4,875.00	0	$100.00	0	13,100
20 Cherokee		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
22 Clay		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
23 Cleveland		0	$19,500.00	0	$0.00	0	$13,000.00	0	$100.00	0	32,600
24 Columbus		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
25 Craven		0	$11,375.00	0	$3,250.00	0	$11,375.00	0	$100.00	0	26,100
26 Cumberland		0	$10,400.00	0	$0.00	0	$7,150.00	0	$100.00	0	17,650
28 Dare		0	$14,625.00	0	$0.00	0	$11,375.00	0	$100.00	0	26,100
29 Davidson	* 1	3,250	$26,000.00	0	$0.00	0	$17,875.00	0	$100.00	3,250	47,225
30 Davie		0	$11,375.00	0	$0.00	0	$8,125.00	0	$100.00	0	19,600
31 Duplin	* 1	32,500	$13,000.00	0	$0.00	0	$13,000.00	0	$100.00	32,500	58,600
32 Durham		0	$8,125.00	0	$0.00	0	$9,750.00	0	$100.00	0	17,975
33 Edgecombe		0	$650.00	0	$0.00	0	$975.00	0	$100.00	0	1,725
D7 Foothills		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
34 Forsyth	* 1	9,750	$21,125.00	0	$0.00	0	$14,625.00	0	$100.00	9,750	45,600
35 Franklin		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
36 Gaston		0	$22,750.00	0	$0.00	0	$14,625.00	0	$100.00	0	37,475
38 Graham		0	$4,875.00	0	$0.00	0	$3,250.00	0	$100.00	0	8,225
D3 Gran-Vance		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
40 Greene		0	$6,500.00	0	$0.00	0	$3,250.00	0	$100.00	0	9,850
41 Guilford		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
42 Halifax		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
43 Harnett		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
44 Haywood		0	$3,250.00	0	$0.00	0	$3,250.00	0	$100.00	0	6,600
45 Henderson	* 1	6,500	$9,750.00	0	$0.00	0	$8,125.00	0	$100.00	6,500	24,475
47 Hoke		0	$6,500.00	0	$8,125.00	0	$4,875.00	0	$100.00	0	19,600
48 Hyde		0	$3,250.00	0	$1,950.00	0	$3,250.00	0	$100.00	0	8,550
49 Iredell		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
50 Jackson		0	$11,375.00	0	$0.00	0	$8,125.00	0	$100.00	0	19,600
51 Johnston		0	$30,875.00	0	$0.00	0	$17,875.00	0	$100.00	0	48,850
52 Jones	* 1	-975	$3,250.00	0	$0.00	0	$1,625.00	0	$100.00	-975	4,000
53 Lee		0	$4,875.00	0	$0.00	0	$3,250.00	0	$100.00	0	8,225
54 Lenoir		0	$9,750.00	0	$3,250.00	0	$4,875.00	0	$100.00	0	17,975
55 Lincoln		0	$14,950.00	0	$0.00	0	$17,550.00	0	$100.00	0	32,600
56 Macon		0	$8,125.00	0	$0.00	0	$8,125.00	0	$100.00	0	16,350
57 Madison		0	$8,125.00	0	$0.00	0	$8,125.00	0	$100.00	0	16,350
D4 M-T-W		0	$3,250.00	0	$0.00	0	$6,500.00	0	$100.00	0	9,850

60 Mecklenburg			0	$97,500.00	0	$0.00	0	$65,000.00	0	$100.00	0	162,600
62 Montgomery			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
63 Moore			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
64 Nash			0	$26,650.00	0	$0.00	0	$18,850.00	0	$100.00	0	45,600
65 New Hanover	*	2	3,250	$11,375.00	0	$3,250.00	0	$11,375.00	0	$100.00	3,250	29,350
66 Northampton			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
67 Onslow			0	$13,000.00	0	$0.00	0	$13,000.00	0	$100.00	0	26,100
68 Orange			0	$4,875.00	0	$6,500.00	0	$6,500.00	0	$100.00	0	17,975
69 Pamlico			0	$6,825.00	0	$0.00	0	$4,875.00	0	$100.00	0	11,800
71 Pender			0	$6,500.00	0	$0.00	0	$4,875.00	0	$100.00	0	11,475
73 Person			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
74 Pitt			0	$20,800.00	0	$16,250.00	0	$18,200.00	0	$100.00	0	55,350
75 Polk			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
76 Randolph			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
77 Richmond			0	$11,375.00	0	$0.00	0	$6,500.00	0	$100.00	0	17,975
78 Robeson			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
79 Rockingham			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
80 Rowan			0	$9,425.00	0	$0.00	0	$6,825.00	0	$100.00	0	16,350
82 Sampson	*	1	4,875	$7,475.00	0	$0.00	0	$8,775.00	0	$100.00	4,875	21,225
83 Scotland			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
84 Stanly			0	$3,250.00	0	$0.00	0	$3,250.00	0	$100.00	0	6,600
85 Stokes			0	$6,500.00	0	$0.00	0	$4,875.00	0	$100.00	0	11,475
86 Surry			0	$26,000.00	0	$0.00	0	$17,875.00	0	$100.00	0	43,975
87 Swain			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
D6 Toe River			0	$8,125.00	0	$0.00	0	$4,875.00	0	$100.00	0	13,100
88 Transylvania			0	$3,250.00	0	$0.00	0	$3,250.00	0	$100.00	0	6,600
90 Union	*	1	8,125	$9,750.00	0	$0.00	0	$9,750.00	0	$100.00	8,125	27,725
92 Wake			0	$71,500.00	0	$0.00	0	$58,500.00	0	$100.00	0	130,100
93 Warren			0	$3,250.00	0	$0.00	0	$3,250.00	0	$100.00	0	6,600
96 Wayne	*	2	6,500	$34,125.00	0	$9,750.00	0	$22,750.00	0	$100.00	6,500	73,225
97 Wilkes			0	$11,375.00	0	$9,750.00	0	$8,125.00	0	$100.00	0	29,350
98 Wilson			0	$16,250.00	0	$8,125.00	0	$6,500.00	0	$100.00	0	30,975
99 Yadkin			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
00 Yancey			0	$975.00	0	$4,875.00	0	$650.00	0	$100.00	0	6,600
Totals			90,025	1,014,650	0	131,950	0	763,100	0	5,900	90,025	2,005,625

Sign and Date - DHHS Program Administrator	Sign and Date - DHHS Section Chief
Ciara Rukse 01/23/26	Marquita N. Thompson 01/23/2026
Sign and Date - DHHS Budget Office – ATC Coordinator	**Sign and Date - DHHS Budget Officer**
1/23/2026	SL 1/26/26 April Johnson 1/26/2026

FY26 - FAS federal award supplement

Activity Nbr + Name: **452** **Breast and Cervical Cancer**

FAS Number + Reason: **3** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **93.898** Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations

Is award R&D?: no FAIN: **NU58DP007121** IDC rate: 10.00% Fed awd total amt: $ 4,696,801

Fed award project description: NC Cancer Prevention and Control Program for State, Territorial and Tribal Organizations, NC B&C,NCCCCP, and NC NPCR.

Fed awd date + awarding agency: 06-27-25 HHS, Centers for Disease Control and Prevention

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5			Jackson	X7YWWY6ZP574		$ 11,375
Albemarle	WAAVS51PNMK3		$ 48,750	Johnston	SYGAGEFDHYR7		$ 30,875
Alexander	XVEEJSNY7UX9			Jones	HE3NNNJE27M7	$ (975)	$ 2,275
Anson	PK8UYTSNJCC3			Lee	F6A8UC99JWJ5		$ 4,875
Appalachian	CD7BFHB8W539	$ 16,250	$ 24,375	Lenoir	QKUFL37VPGH6		$ 9,750
Beaufort	RN1SXFD4LXN6		$ 17,875	Lincoln	UGGQGSSKBGJ5		$ 14,950
Bladen	TLCTJWDJH1H9			Macon	LLPJBC6N2LL3		$ 8,125
Brunswick	MJBMXLN9NJT5		$ 26,000	Madison	YQ96F8BJYTJ9		$ 8,125
Buncombe	W5TCDKMLHE69		$ 130,000	MTW	ZKK5GNRNBBY6		$ 3,250
Burke	KVJHUFURQDM5			Mecklenburg	EZ15XL6BMM68		$ 97,500
Cabarrus	RXDXNEJKJFU7		$ 27,625	Montgomery	E78ZAJM3BFL3		
Caldwell	HL4FGNJNGE97		$ 21,125	Moore	HFNSK95FS7Z8		
Carteret	UC6WJ2MQMJS8		$ 8,125	Nash	NF58K566HQM7		$ 26,650
Caswell	JDJ7Y7CGYC86			New Hanover	F7TLT2GMEJE1	$ 3,250	$ 14,625
Catawba	GYUNA9W1NFM1		$ 21,125	Northampton	CRA2KCAL8BA4		
Chatham	KE57QE2GV5F1		$ 8,125	Onslow	EGE7NBXW5JS6		$ 13,000
Cherokee	DCEGK6HA11M5			Orange	GFFMCW9XDA53		$ 4,875
Clay	HYKLQVNWLXK7			Pamlico	FT59QFEAU344		$ 6,825
Cleveland	UWMUYMPVL483		$ 19,500	Pender	T11BE678U9P5		$ 6,500
Columbus	V1UAJ4L87WQ7		$ -	Person	FQ8LFJGMABJ4		
Craven	LTZ2U8LZQ214		$ 11,375	Pitt	VZNPMCLFT5R6		$ 20,800
Cumberland	HALND8WJ3GW4		$ 10,400	Polk	QZ6BZPGLX4Y9		
Dare	ELV6JGB11QK6		$ 14,625	Randolph	T3BUM1CVS9N5		
Davidson	C9P5MDJC7KY7	$ 3,250	$ 29,250	Richmond	Q63FZNTJM3M4		$ 11,375
Davie	L8WBGLHZV239		$ 11,375	Robeson	LKBEJQFLAAK5		
Duplin	KZN4GK5262K3	$ 32,500	$ 45,500	Rockingham	KGCCCHJJZZ43		
Durham	LJ5BA6U2HLM7		$ 8,125	Rowan	GCB7UCV96NW6		$ 9,425
Edgecombe	MAN4LX44AD17		$ 650	Sampson	WRT9CSK1KJY5	$ 4,875	$ 12,350
Foothills	NGTEF2MQ8LL4		$ -	Scotland	FNVTCUQGCHM5		
Forsyth	V6BGVQ67YPY5	$ 9,750	$ 30,875	Stanly	U86MZUYPL7C5		$ 3,250
Franklin	FFKTRQCNN143			Stokes	W41TRA3NUNS1		$ 6,500
Gaston	QKY9R8A8D5J6		$ 22,750	Surry	FMWCTM24C9J8		$ 26,000
Graham	L8MAVKQJTYN7		$ 4,875	Swain	TAE3M92L4QR4		
Granv-Vance	MGQJKK22EJB3			Toe River	JUA6GAUQ9UM1		$ 8,125
Greene	VCU5LD71N9U3		$ 6,500	Transylvania	YLN4BFCJCP39		$ 3,250
Guilford	YBEQWGFJPMJ3			Union	LHMKBD4AGRJ5	$ 8,125	$ 17,875
Halifax	MRL8MYNJJ3Y5			Wake	FTJ2WJPLWMJ3		$ 71,500
Harnett	JBDCD9V41BX7			Warren	TLNAU5CNHSU5		$ 3,250
Haywood	DQHZEVAV95G5		$ 3,250	Wayne	DACFHCLQKMS1	$ 6,500	$ 40,625
Henderson	TG5AR81JLFQ5	$ 6,500	$ 16,250	Wilkes	M14KKHY2NNR3		$ 11,375
Hoke	C1GWSADARX51		$ 6,500	Wilson	ME2DJHMYWG55		$ 16,250
Hyde	T2RSYN36NN64		$ 3,250	Yadkin	PLCDT7JFA8B1		
Iredell	XTNRLKJLA4S9			Yancey	L98MCUHKC2J8		$ 975

Advanced Practice Provider II

(Physician Assistant, Nurse Practitioner, or Certified Nurse Midwife)

GENERAL DESCRIPTION OF DUTIES

This is intermediate-level professional work in a specialized or general patient area. As an employee in this role, the Advanced Practice Provider (APP) has received specialized training to function within a multidisciplinary configuration of providers delivering safe, high-quality patient care. Before performing this role, the Physician Assistant, Nurse Practitioner, or Certified Nurse Midwife must be approved to practice medical acts, tasks, or functions by the appropriate State Board as directed by the associated practice act. This level of an employee may be trained in one specialized area(s) such as family planning, but will more likely have a broader medical background and function in various settings.

As APPs, Physician Assistants and Nurse Practitioners work to provide primary health care and are required to have a collaborative practice agreement (CPA) with a supervising physician to practice. The CPA must be current and describe the arrangement for the APP and physician's continuous availability to each other for the ongoing supervision, consultation, collaboration, referral, and evaluation of care provided by the APP. A supervising physician must be immediately available, if needed, for consultation. The employee always functions in collaboration with the supervising physician, who is ultimately responsible for the employee's medical practice.

Midwifery provides prenatal, intrapartum, postpartum, newborn, and interconceptional care. "Interconceptional care" includes, but is not limited to, the following: gynecologic, family planning, perimenopause, and postmenopausal care. Additional services include screening for cancer of the breast and reproductive tract and screening for and management of minor infections of the reproductive organs. Certified Nurse Midwives (CNMs) are APPs and practice in accordance with the Core Competencies for Basic Midwifery Practice, the Standards for the Practice of Midwifery, the Philosophy of the American College of Nurse-Midwives (ACNM), and the Code of Ethics promulgated by the ACNM. In addition, an APP may also function under the direction of non-medical personnel, i.e., nursing or administration while performing non-medical acts.

SPECIFIC DUTIES AND RESPONSIBILITIES

EXAMPLES OF ESSENTIAL FUNCTIONS

This list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

98% Clinical

- Performs appropriate assessments of patients in a culturally appropriate and sensitive manner.
- Maintains client privacy and confidentially following all HIPAA requirements.
- Follows all OSHA regulations, infection control, bloodborne pathogens, and exposure policies.
- Reviews and validates all nursing assessments, ensures a thorough patient history, and completes the appropriate physical examination.
- Follows the established best practices protocols to diagnose, treat, and manage acute and chronic illnesses.
- Follows the guidelines and program policies outlined in the Agreement Addendum for

child health, maternal health, family planning, immunizations, communicable diseases, and sexually transmitted diseases visits.

- Evaluate health outcomes and diagnostic testing, as well as make appropriate referrals to specialists in consultation with the client, if warranted.
- Consult with supervising physician and fellow health care providers when referring to appropriate specialists as indicated and per protocol.
- Manages client visits to include follow-up and makes decisions that affect the total care of the client.
- Provide services in a cost-effective manner for the patient and department.
- Prescribes, performs and reviews the results of the appropriate diagnostic, therapeutic procedures, and consultations provided by outside providers.
- Completely documents all elements of the visit in the patient's electronic health record, including the appropriate diagnosis codes, procedure codes, treatments, medications, patient education, plan of care, and billing within the established timeline for documentation per policy.
- Provides patient education and resources on medical issues to assist in the promotion and maintenance of their health and prevention of illness and disability.
- Prescribes and documents all medications in accordance with the approved formulary.
- Maintains registry in the NC Controlled Substance system and views data in the system prior to prescribing controlled substances.
- May dispense medications, including samples, following the Board of Pharmacy rules for labeling medications.
- Provides health care in compliance with a patient's insurance plan, including Medicaid and Medicare requirements, assuring the required preauthorization of medications and procedures as indicated; obtaining ABN (Advance Beneficiaries notice for Medicare), and referrals.
- Serves as an educational leader and consultant for agency staff, community, and students regarding public health issues.
- Participates as part of the health department's team to provide outreach to the community to increase the community's knowledge of available services, and provide education on health promotion and prevention.
- Reports communicable diseases/infections to the department's communicable disease nurse, CDC, and NC DHHS per protocol.
- Maintains current license to practice per NCBON and NCMB as applicable, including obtaining the required continuing education requirements as part of employment.
- Maintains a current DEA license.
- Initiates and maintains a collaborative practice agreement with the current Health Department's Medical Director (only PAs and NPs).

MARGINAL FUNCTIONS

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

2% Other Duties

- Participates in shelter duty and other activities relating to the Department's emergency response plan and other disaster relief efforts.
- Serves as a team member during outreach projects such as flu vaccine season and disease

outbreaks.
- Performs any other duties and responsibilities as directed.

MINIMUM TRAINING AND EXPERIENCE

- Physician Assistant
  - Must be approved to practice medical acts by the North Carolina Medical Board;
  - Meet the North Carolina Administrative Code 21 NCAC 32S .0202-.0220; and
  - One year of experience as an APP.
- Nurse Practitioner
  - Must be approved to practice medical acts by the North Carolina Board of Nursing and the North Carolina Medical Board.
  - Meet the North Carolina Administrative Code 21 NCAC 32M .0101-.0116 of the North Carolina Medical Board and The North Carolina Board of Nursing 21 NCAC 36 .800-.814; and
  - One year of experience as an APP.
- Certified Nurse Midwife
  - Must be approved to practice medical acts by the North Carolina Board of Nursing and the North Carolina Medical Board;
  - Meet the North Carolina Administrative Code 21 NCAC 33 .0101-.0118 of Midwifery Joint Committee; and
  - One year of experience as an APP.

Note: CNMs may practice independently after 24 months and 4,000 hours of practice pursuant to approval by the joint subcommittee of the North Carolina Medical Board and the Board of Nursing created pursuant to G.S. 90-10A. A formal, written agreement is required between a collaborating provider and a CNM with less than 24 months and 4,000 hours of practice as a CNM to provide consultation and collaborative assistance or guidance. A collaborating provider is defined as a physician licensed to practice obstetrics and gynecology for a minimum of four years and has a minimum of 8,000 hours of practice and who is or has engaged in the practice of obstetrics or a Certified Nurse Midwife who has been approved to practice midwifery under this Article for a minimum of four years and 8,000 hours.

ADDITIONAL TRAINING/EXPERIENCE DESIRED

- Public Health nursing experience preferred

SPECIAL REQUIREMENTS

- Valid NC Driver's license
- Reliable means of transportation
- Certified in basic CPR life support

PERFORMANCE APTITUDES

Data Utilization: Requires the ability to review, classify, categorize, prioritize, and/or analyze data and or information. Includes the ability to perform subsequent actions in relation to this information and use discretion in determining data indications and interactions. Requires the ability to examine patients and detect abnormalities. Ability to interpret and maintain accurate records, code patient encounters, maintain patient confidentiality, complete all information necessary to evaluate and plan care, and convey this to the physician.
Human Interaction: Requires the ability to provide guidance, assistance, and/or interpretation to others on how to apply procedures and standards to specific situations. Includes the ability to maintain credibility in the community, to deal tactfully and courteously with the general public and fellow employees, and to be culturally sensitive. Work

involves considerable interaction with families, children, and provider agencies. Requires the ability to plan, supervise, coordinate, and evaluate staff and services. Requires the ability to present effective presentations to providers and community agencies.
Equipment, Machinery, Tools, and Materials Utilization: Requires a thorough knowledge of health appraisal tools, laboratory tests, medical findings, and therapy procedures as they relate to the area of work. Requires the ability to use, operate, and /or handle specialized instruments required in the nursing profession, as well as standard office equipment. Examples include blood pressure cuffs, stethoscopes, syringes, microscopes, biohazard containers, ophthalmoscopes, otoscopes, fetoscopes, doppler, scales, hearing tests, measuring tapes, other physical assessment tools, computers, telephones, copiers, fax, and TV.
Verbal Aptitude: Requires the ability to utilize a wide variety of descriptive data and information, such as programmatic guidelines, Standing Orders, record documentation, client/family statements. Must possess knowledge of Nurse Practice Acts. Requires thorough knowledge of techniques of interviewing, medical and relevant history taking, principles and practices of general medicine and disease states as they relate to the area of work.
Mathematical Aptitude: Requires the ability to perform addition, subtraction, multiplication, and division, including calculating dosages, administering medications/injections, computation of growth and development, and completing required time and expense reports.
Functional Reasoning: Requires the ability to apply principles of rational systems. Ability to interpret instructions furnished in written, oral, diagrammatic, or schedule form. Ability to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objectives. Must be highly organized, possess problem-solving skills, and be able to work independently. Requires knowledge and ability to plan a regimen of care based on assessment and findings.
Situational Reasoning: Requires the ability to exercise judgment, decisiveness, and creativity in situations involving the evaluation of information against sensory, judgmental, or subjective criteria, as opposed to that which is clearly measurable or verifiable. Specifically, one must be cognizant of signs of child abuse and neglect and of appropriate intervention. Ability to teach and counsel individuals, families, and groups in the areas of health maintenance, preventative medicine, and care of the sick. Requires a thorough knowledge and ability to plan a regime of care based on assessment and findings. Requires knowledge of available resources and appropriate referral methods.

ADA COMPLIANCE

Physical Ability: Tasks involve the ability to exert light physical effort in sedentary to light work, but may involve some lifting, carrying, pushing, and/or pulling of objects and materials of light weight (5-10 pounds) for such tasks as moving supplies, equipment, and children. Tasks may involve extended periods of time standing, stooping, and stretching.
Manipulative Skills: Work may require extended periods of repetitive motions that include lifting, fingering, typing, grasping, flipping, handling records, papers, and supplies for such tasks as using blood pressure cuffs, stethoscopes, syringes, biohazard containers, ophthalmoscopes, otoscopes, scales, measuring tapes, hearing kits, and operating standard office equipment. Also includes the ability to apply pressure with fingers and palms in performing such tasks as giving injections.
Sensory Requirements: Requires visual perception and discrimination for reading scales, blood pressure cuffs, clinic machines, computer screens, and medical records. Must be able to give immunizations and intradermal, intramuscular, and subcutaneous injections, and interpret TB skin tests. Must be able to observe clients and the environment for problems. All tasks require oral and written communication ability.
Mental Skills: Shall be able to work with minimal supervision. Must be able to follow oral and written instructions and explain instructions to clients.
Environmental Factors: Subject to the inside environment, protected from weather, but not necessarily from temperature changes. Not substantially exposed to adverse environmental conditions (such as in typical office work). Also, may be exposed to cleaning chemicals at times, such as inhalants and deodorizers. Potential for biohazard exists, especially from communicable diseases. Must be able to assess the situation and determine the correct protective equipment. Shall follow established infection control and blood pathogen policy. Shall use extreme caution and follow written procedures when performing duties that could lead to patient injury or exposure. Will report and/or follow-up reports of unsafe work practices.

PERFORMANCE INDICATORS

The work performance of non-supervisory personnel of Duplin County is routinely evaluated according to the performance criteria outlined herein:

Knowledge of Work: Considerable knowledge of the methods, procedures, and policies of the Duplin County Health Department, NC Medical Board, NC Nursing Board, and NC Midwifery Joint Committee as they pertain to the

performance of the essential duties of this position. Considerable knowledge of the practice and principles of public health, preventive measures, and community resources. Knowledge of state and federal guidelines for recommended and acceptable prenatal, child health, and adult health practices. Working knowledge of the laws, ordinances, standards, and regulations pertaining to the essential duties and responsibilities of this position. Working knowledge of the organization of the department and of related departments and agencies. Clearly understands the occupational hazards and safety precautions required to perform the essential functions of the work. Working knowledge of terminology and related professional languages used within the department as they pertain to work responsibilities. Ability to maintain cooperative and effective relationships with intra- and interdepartmental personnel, as well as any external entities with whom the position interacts.

Quality of Work: Maintains high standards of accuracy in performing duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains quality communication and interaction with intra- and interdepartmental personnel, and any external entities with whom the position interacts.

Quality of Work: Performs described Essential Functions and related assignments efficiently and effectively in a manner to produce a quantity of work that consistently meets established standards and expectations.

Dependability: Assumes responsibility for the completion of assigned functions. Completes assigned work within established deadlines in accordance with directives, policies, standards, and prescribed procedures. Maintains accountability for assigned responsibilities in the technical, human, and conceptual areas.

Attendance: Attends and remains at work regularly and adheres to policies and procedures regarding absenteeism and tardiness. Provides sufficient notice to the Supervisor with respect to vacation time and leave requests.

Initiative and Enthusiasm: Exhibits an enthusiastic, self-reliant, and self-starting approach to meeting job responsibilities and accountabilities. Strives to anticipate work to be accomplished, and initiates appropriate and acceptable action for the completion of work with a minimum of supervision and instruction.

Judgment: Exercises analytical judgment in areas of responsibility. Identifies issues or situations as they occur and specifies decision objectives. Identifies or assists in the identification of alternative solutions to issues or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of effort. Seeks expert or experienced advice where appropriate, and researches issues, situations, and alternatives prior to exercising judgment.

Cooperation: Accepts supervisory and managerial instruction and direction and strives to meet the goals and objectives of the same. Questions such as instruction and direction when clarification of results or consequences is justified, i.e., poor communication, variance with established policies and procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation both intra- and interdepartmentally.

Relationships with Others: Share knowledge with managers, supervisors, and co-workers for mutual benefit. Contributes to maintaining high morale among all employees. Develops and maintains cooperative and courteous relationships both intra- and interdepartmentally and with external entities with whom the position interacts. Tactfully and effectively handles requests, suggestions, and complaints in order to establish and maintain goodwill. Emphasizes the importance of maintaining a positive image.

Coordination of Work: Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology. Avoids duplication of effort. Estimate the expected time of completion for work elements and establish a personal schedule accordingly. Attends required meetings, planning sessions, and discussions on time. Implements work activity in accordance with priorities and estimated schedules.

Safety and Housekeeping: Adheres to all established safety and housekeeping standards to include regulatory entities. Ensures such standards are not violated.

Employee's Signature

Supervisor's Signature

Date

Date

Duplin County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, Duplin County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Advanced Practice Provider II – Revised 2024

Docusign Envelope ID: 6C8CFE82-D3B1-4DCF-BFAB-62DC43B80AF7

DUPLIN COUNTY EDC
DUPLIN AIRPARK ROAD AND UTILITY IMPROVEMENT
SUPPLEMENTAL AGREEMENT NUMBER #21
JANUARY 28, 2026

CONTRACTOR: Chatham Civil Contracting LLC
811 Archie Johnson Road
Siler City, NC, 27344

In accordance with Section 40 of the General Provisions, this change order is presented to provide the following changes to the Contract. By signing this agreement, you shall be deemed to have accepted all changes contained herein.

NATURE OF CHANGE

The Contract shall be changed as follows:

Contract Changes

	Contract Amount ($)		Contract Time (CD)
Original Bid	$ 5,194,276.00		340
Supplemental Agreement Number One	$ 37,356.84		0
Supplemental Agreement Number Two	$ 17,199.11		0
Supplemental Agreement Number Three	$ 3,997.15		0
Supplemental Agreement Number Four	$ 4,075.20		1
Supplemental Agreement Number Five	$ 7,722.70		2
Supplemental Agreement Number Six	$ 5,000.00		1
Supplemental Agreement Number Seven	$ 3,119.04		1
Supplemental Agreement Number Eight	$ 7,772.38		3
Supplemental Agreement Number Nine	$ 5,679.84		3
Supplemental Agreement Number Ten	$ 186,087.75		25
Supplemental Agreement Number Eleven	$ 1,869.09		2
Supplemental Agreement Number Twelve	$ 1,869.09		28
Supplemental Agreement Number Thirteen	$ 3,772.87		5
Supplemental Agreement Number Fourteen	$ 3,510.06		5
Supplemental Agreement Number Fifteen	$ 7,598.63		16
Supplemental Agreement Number Sixteen	$ 0.00		14
Supplemental Agreement Number Seventeen	$ 8,950.00		5
Supplemental Agreement Number Eighteen	$ 0.00		26
Supplemental Agreement Number Nineteen	$ 3,854.81		42
Supplemental Agreement Number Twenty	$ 4,013.68		15*
Supplemental Agreement Number Twenty One	$ 53,322.83		90
Revised Contract Total	**$ 5,503,709.77**		**624**

The attached pages addressing the changes in work are to be attached in the contract documents.
*Note: Starts from the date of executed SA.

Contractor:

By: Andrew Dimmette Date: 1/28/2026

Chatham Civil Contracting LLC

Title: VP

Owner:

By: Date: 02/04/2026

Duplin County

Title: Chairman, Board of Commissioners

Reviewed by Engineer:

By: Matthew Ferguson Date: 1/28/2026

Parrish and Partners of NC, PLLC

Title: Project Manager

Additions:

Item	Description of Change
SA-21 24" HDPE Pipe and 2 Drop Inlets	24" HDPE Pipe and 2 Drop Inlets along Airport Road

DUPLIN COUNTY EDC
SUPPLEMENTAL AGREEMENT NUMBER 21
DUPLIN AIRPARK ROAD AND UTILITY IMPROVEMENTS

ITEM NO.	SPEC NO.	DESCRIPTION	ESTIMATE OF QUANTITIES			
			QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
SA-21		24" HDPE & 2 Drop Inlets	1	LS	$ 53,322.83	$ 53,322.83

Original Bid Amount	$ 5,194,276.00
Net Change by Previous SA/CO	$ 313,448.24
Contract Sum by Previous SA/CO	$ 5,507,724.24
Amount of this SA/CO	$ 53,322.83
New Contract Total Amount	**$ 5,561,047.07**

Deletions:

Item	Description of Change

NONE

SUPPLEMENTAL AGREEMENT PRICING FORM

Project Number Duplin Airpark		**Date** JANUARY 27 2026
Turn-around time needed to avoid project delays Day(s) 5 Potential impacts to project schedule should be discussed when prices are requested		
Brief description of Supplemental Agreement 24" HDPE and 2 DI		
If work is subcontracted, describe portion of work performed by Prime		
Describe special conditions that affect pricing (Risk):		
Assemble separately for each operation within the Supplemental Agreement		
Materials*		
Cost	$ 20,931.80	
Transportation Costs	$ 75.00	
Anticipated fabrication and/or delivery time	14 Days	
*Provide description of material(s) and source(s)		
Labor*		
Labor cost	$ 6,200.00	
Labor Burden (Percent mark-up to labor cost) *Provide certified annual labor burden 35%	$ 2,170.00	
*Attach quantity, duration, labor classification and wage rates of anticipated work force.		
Equipment*		
Cost	$ 4,430.10	
*Attach quantity, type, production rates and duration of associated equipment. Identity rented equipment separately.		
*Describe any equipment that is idled during operations or associated with crew and idled by operation.		
Subtotal of costs associated with work	$ 33,806.90	
Subcontract		
Subcontract Administration Cost (percent mark-up on cost subtotal)	$ 4,650.00	
Overhead		
Overhead Cost (percent mark-up on cost subtotal) 15%	$ 8,919.56	
Profit 10%		
Profit Cost (percent mark-up on cost subtotal)	$ 5,946.37	
Total Supplemental Agreement Price	$ 53,322.83	
***Pricing is contingent on others supplying and delivering the needed dirt ***		
Time Extension* 90 days from signed SA		
***Provide justification for any proposed time extension**		
The costs detailed herein, although an estimate of the proposed work, are based upon the most accurate available information and/or historical costs of similar operations.		
Andrew Dimmette Date January 27, 2026		

PROJECT Duplin Airpark
SA# 23

BREAK DOWN SUMMARY					
Item	**Description**	**Quantity**	**UOM**	**Unit Price**	**Total**
1	24" HDPE and 2 DI	1	LS	$ 53,322.83	$ 53,322.83
	Total SA				$ 53,322.83

24" HDPE and 2 DI

Materials	**Rate**	**UM**	**Quantity**	**Total**
Drainage Structure	$ 599.20	EA	2.00	$ 1,198.40
Frame and Grate	$ 866.70	EA	2.00	$ 1,733.40
Misc Materials	$ 200.00	LS	2.00	$ 400.00
Delivary	$ 75.00	EA	1.00	$ 75.00
24" HDPE	$ 41.00	LF	280.00	$ 11,480.00
57 Stone	$ 27.00	TN	60.00	$ 1,620.00
Screening	$ 18.00	TN	250.00	$ 4,500.00
Total				$ 21,006.80
Labor	**Rate**	**UM**	**Quantity**	**Total**
Salary Super	$ 55.00	Hr	40	$ 2,200.00
Excavator Operator	$ 30.00	Hr	50	$ 1,500.00
Labor	$ 25.00	Hr	50	$ 1,250.00
Labor	$ 25.00	Hr	50	$ 1,250.00
Labor Burden	35%			$ 2,170.00
Labor Cost				$ 8,370.00
Equipment	**Rate**	**UM**	**Quantity**	**Total**
F-150	$ 25.57	Hr	40	$ 1,022.80
CAT 308	$ 61.50	Hr	20	$ 1,230.00
TRENCH ROLLER	$ 97.86	Hr	5	$ 489.30
CAT 289	$ 84.40	Hr	20	$ 1,688.00
	$ -	Hr	0	$ -
Equipment Cost				$ 4,430.10
Subtotal of Cost				$ 33,806.90
Subcontract				
Trucking	$ 15.00	TN	310	$ 4,650.00
				$ -
				$ -
Cost				$ 4,650.00
Overhead				
Overhead Cost	15%			$ 8,919.56
Profit				
Profit Cost	10%			$ 5,946.37
Total SA				$ 53,322.83

THOMAS & HUTTON

January 6, 2026

REVISED

Mr. Scott Summerlin
Executive Director
Duplin County Economic Development Commission
260 Airport Road
Kenansville, NC 28349

Re: On-call Engineering and Economic Development Services
Letter Agreement for Services

Scotty:

Thank you for requesting our engineering consulting services for assistance with your ongoing site development and economic development needs in Duplin County, including but not limited to WestPark in Warsaw; EastPark in Beulaville; SouthPark in Wallace; and AirPark in Kenansville.

Thomas & Hutton will provide engineering, economic development, and additional services as requested, including but not limited to the following:

- Industrial site development consulting services
- Conceptual site layouts and test fits for WestPark, EastPark, SouthPark, and AirPark or any other industrial sites in Duplin County
- Analyze existing conditions, proposed conditions, zoning, utilities, etc.
- Due diligence studies and reports
- Review local ordinances, conditions, and restrictions that might affect future site development
- Graphic Design Services / Marketing collateral

As discussed during our meeting on January 6, 2026, the above Time & Expense Budget is intended to cover a six-month period. We understand and agree that this on-call agreement will be reevaluated and, if the County, renewed at or near the end of June 2026. Thomas & Hutton can begin work immediately with the final product delivery contingent upon receipt of this Letter Agreement fully executed.

We propose that payment for our services will be as follows:

Phase	Fee Structure	Time & Expense Budget
On-call Engineering and Economic Development Services	Time & Expense – Budget	$10,000.00

The above fee arrangements are on the basis of prompt payment of our invoices and the orderly and continuous progress of the project.

This proposal between Duplin County ("Client"), and Thomas & Hutton ("Consultant" or "Thomas & Hutton"), consisting of the General Provisions, Engineering Services Rate Sheet, and this Letter with authorized signatures, represents the entire understanding between the parties with respect to the project. This Agreement may only be modified in writing and if signed by both parties.

If the arrangements set forth in these documents are acceptable to you, *please sign and initial the enclosed documents in the spaces provided below and return them to me.* This proposal will be open for acceptance until February 8, 2026, unless changed by us in writing.

We appreciate the opportunity to prepare this proposal and look forward to working with you.

The parties agree and acknowledge that this Agreement may be executed by electronic signature, and the parties may rely upon such electronic signature as an original record of signature.

Respectfully,

THOMAS & HUTTON ENGINEERING CO.

By _____
Timothy Downs
Regional Director, North Carolina Econ. Dev.

Enclosures: General Provisions
Consulting Services Rate Sheet

DUPLIN COUNTY / DUPLIN COUNTY ECONOMIC DEVELOPMENT COMMISSION

ACCEPTED: February 4th, 2026

By: _____

Chairman
TITLE

PAYMENT FOR SERVICES

For services rendered, CLIENT shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid according to the Consulting Services Rate Sheet attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment will be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for CLIENT or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by CLIENT to CONSULTANT hereunder or in the event of delinquent payment by CLIENT or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate means (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in CLIENT; (iii) any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT; or (iv) any officer, director, trustee, partner, manager, employee, or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT.

In the event legal action is necessary to enforce the payment terms of this Agreement, CONSULTANT will be entitled to collect from CLIENT any judgment or settlement sums due, plus reasonable attorneys' fees, court costs, and other expenses incurred by CONSULTANT for such collection action, and, in addition, the reasonable value of CONSULTANT's time and expenses spent for such collection action, computed according to CONSULTANT's prevailing fee schedule and expense policies.

ASSIGNMENT

Neither party to this Agreement may transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by CONSULTANT as a generally accepted business practice, is not considered an assignment for purposes of this Agreement.

CLIENT'S RESPONSIBILITIES

A. Access

CLIENT shall make provisions for CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

B. CLIENT's Representative

CLIENT shall designate in writing one person to act as CLIENT's Representative with respect to the work to be performed under this Agreement. This Representative will have complete authority to transmit instructions, receive information, and interpret and define CLIENT's policy and decisions, with respect to the product, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

C. Fees

CLIENT is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. CONSULTANT will notify CLIENT regarding the amount of fees and timing of payment.

CONSULTANT'S RESPONSIBILITIES

In providing services under this Agreement, CONSULTANT will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by CONSULTANT as instruments of service remain the property of CONSULTANT. CONSULTANT retains all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. CONSULTANT will retain these records for a period of two (2) years following their completion during which period paper copies will be made available to CLIENT at reasonable times.

ELECTRONIC FILES

In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by CONSULTANT, CLIENT agrees that all such electronic files are instruments of service of CONSULTANT, who will be deemed the author, and will retain all common law, statutory law, and other rights, without limitation, including copyrights.

CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. CLIENT agrees not to transfer these electronic files to others without the prior written consent of CONSULTANT. CLIENT further agrees to waive all claims against CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than CONSULTANT.

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by CONSULTANT and electronic files, the signed or sealed hard-copy construction documents will govern.

In addition, CLIENT agrees, to the fullest extent permitted by law, to release CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) from all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than CONSULTANT or from any reuse of the electronic files without the prior written consent of CONSULTANT.

Under no circumstances will delivery of electronic files for use by CLIENT be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event will CONSULTANT be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the electronic files.

CERTIFICATIONS, GUARANTEES, AND WARRANTIES

CONSULTANT will not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot ascertain, or any way might, in the sole judgment of CONSULTANT, increase CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT signing any such certification.

_____ **CLIENT'S INITIALS**

_____ **CONSULTANT'S INITIALS**

GENERAL PROVISIONS TO LETTER AGREEMENT FOR SERVICES BETWEEN THOMAS & HUTTON (CONSULTANT) AND DUPLIN COUNTY (CLIENT) ON-CALL ENGINEERING AND ECONOMIC DEVELOPMENT SERVICES

6 JANUARY 2026

ACCESSIBILITY

CLIENT acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. CONSULTANT, therefore, will use reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement and as they apply to the Project. CONSULTANT, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. Any changes in the applicable law or contrary interpretations of existing law subsequent to the issuance of permits that requires CONSULTANT to perform redesign will be considered an additional service.

SUBSTITUTIONS

Upon the written request or direction of CLIENT, CONSULTANT will evaluate and advise CLIENT with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT will be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT will not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project. CLIENT will be invoiced for this service on a Time & Expense basis unless both parties mutually agree on a lump sum fee.

OPINIONS OF PROBABLE COSTS

Since CONSULTANT has no control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable construction costs provided for herein are to be made on the basis of experience and qualifications. These opinions represent CONSULTANT's best judgment as a design professional familiar with the construction industry.

However, CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by CONSULTANT.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, CONSULTANT may call for renegotiation of appropriate portions of this Agreement. CONSULTANT shall notify CLIENT of the changed conditions necessitating renegotiation, and CONSULTANT and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

CODE COMPLIANCE

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes, and regulations in effect as of the date this agreement was written. Design changes made necessary by newly enacted laws, codes, and regulations after this date will entitle CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Project, CONSULTANT shall notify CLIENT of the nature and impact of such conflict. CLIENT agrees to cooperate and work with CONSULTANT in an effort to resolve this conflict.

VALUE ENGINEERING

(If) CLIENT has elected to engage in value engineering of the Project, CLIENT has established cost as a primary project objective over other programming, performance, and aesthetic objectives and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule, and performance. CLIENT has accepted these risks and impacts in recognition of the importance it has placed on project cost.

DELEGATED DESIGN

Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role will be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the Project. Except to the extent, it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT will have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

LIMITS OF LIABILITY

Nothing contained in this Agreement will create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CONSULTANT. CONSULTANT's services under this Agreement are being performed solely for CLIENT's benefit, and no other party or entity will have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, and sub-consultants, and any of them, to CLIENT and anyone claiming by or through CLIENT (including, but not limited to construction contractors and subcontractors), for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed $50,000 or CONSULTANT's fee for services rendered, under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.

TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder will be barred and under no circumstances will any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement is terminated earlier, in which case the date of termination of this Agreement will be the date on which such period commences. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

ACTS OF OTHERS

CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). CONSULTANT will not be responsible for the failure of contractor(s) to perform the work in accordance with the Contract Documents.

_____ **CLIENT'S INITIALS**

_____ **CONSULTANT'S INITIALS**

CONSULTANT will not be responsible for the acts or omissions of any contractor, or sub-contractor, or any of the contractor(s)', or subcontractor(s)' agents, or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the contractor(s)' work. However, nothing contained herein will be construed to release CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

CONSULTANT will not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT.

INDEMNIFICATION AND RELEASE

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors, and employees (collectively, CLIENT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom CONSULTANT is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to release CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) from all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants or anyone for whom CLIENT is legally liable.

CONSULTANT will not be obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors, or subconsultants will be liable to the other or will make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages includes, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

INSURANCE

Consultant will provide and maintain, until the services are completed and accepted by Client, the following minimum insurance coverage:

(1) **Workers' Compensation – As per Statutory requirements.**

(2) **Employer's Liability – $1,000,000 per occurrence and $2,000,000 in aggregate.**

(3) **Commercial General Liability – $1,000,000 per occurrence and $2,000,000 in aggregate.**

(4) **Automobile Liability – $1,000,000 per occurrence and $2,000,000 in aggregate.**

(5) **Professional Liability – $1,000,000 per claim and $2,000,000 in aggregate.**

Any insurance on a "claims made" basis will be maintained for three (3) years after completion of the Services or any period required by this Agreement, whichever is longer. Consultant will include these minimum insurance requirements in its subcontracts.

DISPUTE RESOLUTION

Any dispute or claim arising out of or relating to this Agreement will be determined as follows: CONSULTANT and CLIENT will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and CLIENT agree the dispute will be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement will be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and CLIENT with each party being responsible for their portion of those costs.

JOBSITE SAFETY

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subconsultants at a project site, imposes any duty on CONSULTANT, nor relieve a general contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. CONSULTANT and its personnel have no authority to exercise any control over any contractor or its employees in connection with their work or any health or safety programs or procedures. CLIENT agrees that the general contractor will be solely responsible for jobsite and worker safety and warrants that this intent will be carried out in CLIENT's contract with the general contractor. CLIENT also agrees that the general contractor will indemnify and hold harmless CLIENT, CONSULTANT, and CONSULTANT's subconsultants. CLIENT also agrees that CLIENT, CONSULTANT, and CONSULTANT's subconsultants will be made additional insureds under the general contractor's policies of general liability insurance.

DELAYS

CLIENT agrees that CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond CONSULTANT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by CONSULTANT to perform its services in an orderly and efficient manner, CONSULTANT will be entitled to a reasonable adjustment in schedule and compensation.

HAZARDOUS MATERIAL

Both parties acknowledge that CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event CONSULTANT or any other person or entity involved in the project, encounters any hazardous or toxic materials and/or mold, or should it become known to CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of CONSULTANT's services, CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

GENERAL PROVISIONS TO LETTER AGREEMENT FOR SERVICES BETWEEN THOMAS & HUTTON (CONSULTANT) AND DUPLIN COUNTY (CLIENT) ON-CALL ENGINEERING AND ECONOMIC DEVELOPMENT SERVICES

6 JANUARY 2026

CLIMATE CHANGE

In no event will CONSULTANT be responsible or liable for any failure or delay in the performance of its obligations or impact to the project in any way hereunder arising out of or caused by, directly or indirectly, climate change, including but not limited to sea level rise.

APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF CLIENT

CLIENT shall indemnify and hold harmless CONSULTANT from and against any and all judgments, losses, damages, and expenses (including attorney's fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction over the project. Defense costs include the time and expenses of CONSULTANT's personnel to assist in the defense of the issuance of the permit or certificate.

TERMINATION

In the event of termination of this Agreement by either party, within fifteen (15) calendar days of termination CLIENT shall pay CONSULTANT for all services rendered and all reimbursable costs incurred by CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
- Suspension of the Project or CONSULTANT's services by CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate.
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of CONSULTANT, CLIENT shall pay CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

SIGNAGE

CLIENT agrees to allow CONSULTANT to place a sign on the project site during construction. The sign will include general information relative to CONSULTANT. CONSULTANT will be responsible for the sign installation and removal.

AMENDMENT

This Agreement can be amended by addenda if agreed to in writing and signed by both parties.

RESOLUTION 2026-2

County of Duplin

Office of the County Commissioners

COUNTY OF DUPLIN

RESOLUTION APPROVING A QUALIFIED SOURCE FOR OBTAINING THE ETHICS TRAINING REQUIRED BY N.C. GEN. STAT. § 160A-87

WHEREAS, the North Carolina General Assembly enacted North Carolina General Statute § 160A-87 requiring that all members of this Board receive a minimum of two (2) clock hours of ethics education within twelve (12) months after initial election or appointment and again within 12 months after each subsequent election or appointment to the office;

WHEREAS, said ethics education may be provided by a qualified source other than those expressly described in North Carolina General Statute § 160A-87 at the discretion of this Board pursuant to North Carolina General Statute § 160A-87(c); and

WHEREAS, Sumrell Sugg, P.A. is a qualified source of such ethics education due to the fact that its attorneys have extensive experience and knowledge of the laws and principles that govern conflicts of interest and ethical standards of conduct at the local government level.

NOW THEREFORE, BE IT HEREBY RESOLVED, that Sumrell Sugg, P.A. is approved as a qualified source of the mandated ethics education described in North Carolina General Statute § 160A-87 for the members of this Board, as necessary.

This Resolution is effective upon its adoption this 4th day of February, 2026.

Dexter B. Edwards
Chairman

ATTEST:
Jaimie W. Carr
Clerk to the Board

Trillium HEALTH RESOURCES
Transforming Lives. Building Community Well-Being.

Trillium Use Only	
Contract Number	0098C-005-FY26
GL Number	59345-503-55000-5321010
Funding Source	Federal, Continuous Allocation
Obligated Amount	$33,205.32

Statement of Work

NON-UCR FUNDING MASTER SERVICE AGREEMENT	0098C-000-FY26
PROJECT NAME	SUPTRS- Child SA Prevention
PROVIDER	County of Duplin (4H)
FUNDING	Federal, Continuous Allocation
PROJECT LOCATION (COUNTIES)	Duplin
TRILLIUM POINT OF CONTACT	Derek Jones, derek.jones@trilliumnc.org
EFFECTIVE & END DATE	July 1, 2025 – June 30, 2026

I. PURPOSE

A. This Statement of Work supports the $33,205.32 in Child Substance Abuse Prevention in Federal Non-Unit Cost Reimbursement (Non-UCR) funds on a one time basis for Duplin County. Provider will utilize the funds in accordance with Project Goals and the Budget contained in this document. Allowable expenses must occur during the contract period from July 1, 2025, through June 30, 2026.

II. PROJECT GOALS AND DELIVERABLES

A. Provider is required to submit a copy of the executed contract to Angela Maxwell, angela.maxwell@dhhs.nc.gov and cc contract.reporting@trilliumnc.org at the time the contract is executed between the vendor and Trillium.
B. Provider is required to submit monthly expenditures to Angela Maxwell, angela.maxwell@dhhs.nc.gov and cc contract.reporting@trilliumnc.org at the same time those expenditures are submitted to Trillium.
C. Attend curriculum training and quarterly staff meeting.
D. Enhance their knowledge and skills through professional development sessions related to substance use prevention.
E. Facilitate youth alcohol and drug prevention education curriculum to youth in school and community setting utilizing state approved evidence-based prevention curriculum
F. Ensure grant guidelines are met
G. Complete program records and reports with accuracy and submit them in a timely manner
H. Provide effective, timely communication of program accomplishments to 4-H Agent
I. Submit documentation to 4-H Agent as required to comply with grant guidelines and program accountability.
J. Manages program resources.
K. Participates in county and district staff development and other team development meetings.
L. Market and recruit youth into the traditional 4-H program
M. Provide merchant education/Synar activities for tobacco retailers within the county
N. Promote various communication campaigns provided by the state such as Lock Your Meds/Secure Medication Storage and Disposal, Talk It Up. Lock It Up!, etc.
O. Partner with youth serving organizations within the community to provide speaking engagements to promote the prevention of substance use among the youth population
P. Completion of staff trainings provided by the state through their various Training and Technical support entities (NCTTA, CINC, PIRE, Wake Forest, etc.)
Q. Assist with office task (answering phones, setting up tables and chairs for meetings, etc.) when needed
R. Assists with other planned programs associated with the 4-H program
S. Acts as a point of contact for the LME and the existing 4-H programs providing SURPTS block grant services

III. REPORTING REQUIREMENTS

A. Contractor is required to meet all requirements of the Substance Use, Prevention, Treatment and Recovery Services Block Grant (SUPTRS) Prevention and to accurately complete and submit all required reports to Trillium and the State Office of Prevention in compliance with identified time frames; this includes entries into the ECCO System by the 10th of the month for the prior month's services.
B. A Semi-Annual Compliance Report due by January 10, 2026 and July 10, 2026. If the 10th falls on a weekend or a State recognized holiday, the report will be due by the close of business on the preceding business day and shall be submitted to Trillium Contract Reporting at Contract.Reporting@TrilliumNC.org.
C. When submitting the report(s) Contractor will identify in the subject line of the email and on the report, the service(s) being reported and the Non-UCR Contract number associated with the report. For this report, Contractor should use **"SUPTRS – Child SA Prevention #0098C-005-FY26"** in the subject line of the email and on the report(s).

IV. INVOICING AND REIMBURSEMENT

A. Invoicing. Provider shall submit an invoice monthly by the 10th of each month for the previous months' expenditures to Trillium Health Resources c/o Accounts Payable: at payablesnoreply@trilliumnc.org and cc' contract.reporting@trilliumnc.org or 144 Community College Road, Ahoskie, NC 27910. The invoice shall (i.) be identified as **"SUPTRS - Child SA Prevention #0098C-005-FY26 ",** (ii.) be pre-audited for compliance with all performance-based requirements prior to submitting the invoice, and (iii.) have an attestation/certification that states the following: "*I hereby attest or certify that this invoice represents allowable costs and will be expended according to the terms and documented in our accounting records*." The Provider shall sign and date this statement.
B. Each invoice shall include a complete and detailed listing of transactions that support the entire amount invoiced, including a tie out to the Provider's general ledger system. If a detailed general ledger cannot be provided, additional documentation such as receipts may be required.
C. All assets purchased with these funds with a value of $5,000 or more must be reported to Trillium on a monthly basis. Asset reports must be submitted to Trillium Health Resources c/o Accounts Payable at payablesnoreply@trilliumnc.org and cc' contract.reporting@trilliumnc.org. When submitting the report Provider shall identify this report as "**SUPTRS - Child SA Prevention #0098C-005-FY26**".
D. Invoices received sixty (60) days from the deadline may be subject to slower processing times or be a risk for unavailability of funds with the exception of fiscal year end, June 30th. All invoices for the fiscal year must be submitted by July15th in order to receive reimbursement, as funds for the fiscal year are unavailable to Trillium after July 27th.
E. A final accounting of expenditures will not be required as expenditure and revenue documentation shall be submitted with each monthly invoice.
F. OMB Circular A-122. State and Federal Funds must be used in accordance with the Office and Management Budget Circular A-122 cost principles describing allowable and unallowable expenditures for nonprofit organizations.
G. Reimbursement & Payment. Trillium shall reimburse or remit payment to Provider within thirty (30) days of receipt of a complete, accurate, and approved invoice.

V. SPECIAL CONDITIONS

A. The terms and conditions set forth in the Non UCR Funding Master Services Agreement (Contract #0098C-000-FY26) are fully incorporated herein by reference and shall apply to the use of these funds.
B. SUPTRS funds shall not be used to provide inpatient services;
C. SUPTRS funds are prohibited to be used to provide or purchase inpatient hospital services, except that SUPTRS funds may be used with the exception as described in 45 CFR 96.135 (c), along with documentation of the receipt of prior written approval of the DMHDDSUS Business and Financial Operations Director and the Chief of Community Wellness, Prevention, and Health Integration Team;
D. SUPTRS funds are prohibited to be used to make, or to allow to be made, any cash payments to any recipients or intended recipients of health or behavioral health services. The provision of cash or cash cards is strictly prohibited, as is the provision of gift cards, which are considered to be cash equivalents;
E. SUPTRS funds are prohibited to be used for the purchase or improvement of land, purchase, construction, or permanent improvement (other than minor remodeling) of any building or other facility, or purchase of major equipment, including, but not limited to, medical equipment, IT equipment, and vehicles;

F. SUPTRS funds are prohibited to be used to satisfy any requirement for the expenditure of non- Federal funds as a condition of receipt of Federal funds. (i.e., Federal funds may not be used to satisfy any condition for any state, local or other funding match requirement);
G. SUPTRS funds are prohibited to be used to provide financial assistance to any entity other than a public or nonprofit private entity;
H. SUPTRS funds are prohibited to be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs;
I. SUPTRS funds are prohibited to be used to provide individuals with treatment services in penal or correctional institutions of the State;
J. SUPTRS funds are prohibited to be used towards the annual salary of any contractor or subcontractor, including LME/MCO, provider, or contractor employee, consultant, or other individual that is in excess of Level I of the most current US Office of Personnel Management federal Executive Salary Schedule. This amount is currently designated for the calendar year effective January 2024 at an annual salary of $246,400;
K. Contractor agrees to acknowledge "Trillium Health Resources" as the funding source in any brochures, advertising, trainings, or other information distributed to the public. Contractor must only use Trillium provided logos on any websites and/or printed materials dedicated to the program. Contractor should not use the Trillium Health Resources name on any literature without obtaining prior written approval.
L. Contractor agrees that Contractor will not publish or communicated to any person or entity any defamatory or Disparaging (as defined below remarks, comments or statements through any media whatsoever or in any public forum concerning Trillium, its employees, Governing Board or members. "Disparaging" remarks, comments or statements are those that impugn the character, honesty, integrity, morality or business acumen or abilities in connection with any aspect of the operation of business of the individual or entity being disparaged. This paragraph shall not prohibit Contractor from providing truthful testimony or information to any court, regulatory body, auditing body or governing body in response to a lawful request for such testimony or information, or as otherwise required by law, regulation, or valid court order from a court of competent jurisdiction or authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. Further, this paragraph does not, in any way, restrict or impeded Contractor from exercising protected rights to the extent that such rights cannot be waived by agreement.

BUDGET

Category	Budget Period One: July 1, 2025– June 30, 2026	July 1,2025 – June 30, 2026 : Justification (How do you intend to spend the money?)
Human Resources		
Salary/Wages/Benefits	$ 27,005.32	staffing for 4-H Prevention
Contracted Personnel		
Other: *Specify in Narrative*		
Total Human Resources	**$ 27,005.32**	
Equipment		
Communication (phones, fax, postage)		
IT (Computers, copiers)		
Vehicle		
Furniture		
Equipment Insurance		
Equipment Repair and Maintenance		
Other: *Specify in Narrative*		
Total Equipment	**$ -**	
Facility		
Rent		

Utilities			
Other: *Specify in Narrative*			
Total Facility	**$**	**-**	
Supplies and Materials			
Office Supplies and Materials	$	800.00	paper, ink, pens, folders ect
Computer Supplies, Materials, and Software	$	100.00	software maintenance
Janitorial Supplies and Materials			
Service Related Supplies and Materials	$	1,800.00	educational supplies and materials
Promotional Items (strategy specific)			
Printing, Copying, and Reprints			
Data Collection and Evaluation			
Meetings Expenses			
Other: *Specify in Narrative*			
Total Supplies and Materials	**$**	**2,700.00**	
Travel			
Staff/Contract Personnel Travel	$	3,000.00	Travel related to prevention services
Staff Lodging/Meals			
Other: *Specify in Narrative*			
Total Travel	**$**	**3,000.00**	
Staff Development/Training			
Trainings	**$**	**500.00**	**specialized training**
Dues and Subscriptions			
Other: *Specify in Narrative*			
Total Staff Development	**$**	**500.00**	
Media/Communications			
Publications			
PSA/Ads			
Advertising			
Other: *Specify in Narrative*			
Total Media/Communications	**$**	**-**	
Indirect Costs (up to 10%) *Specify in Narrative*			
Total Budgeted Expenditures	**$**	**33,205.32**	

TOTAL REQUESTED AMOUNT	**$**	**33,205.32**

Version 3: 9/19/2025

IN WITNESS WHEREOF, the Parties hereby execute and deliver this Statement of Work as of the Effective Date. Should the terms of this Statement of Work conflict with the terms of the Non-UCR Funding Master Service Agreement ("MSA"), the terms of the MSA shall control unless expressly provided otherwise. Each individual signing below certifies that they have been granted the authority to bind the respective Party to the terms of this Statement of Work and all attachments hereto.

Joy Futrell, CEO
Trillium Health Resources
TIN: 56-0898928

Authorized Signer
County of Duplin
TIN: 56-6000296

This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act. General Statute 159.

Kellie Baker, CFO
Trillium Health Resources

Duplin County Emergency Medical Services Fee Schedule		
Charge List Description	**HCPCS**	**Fee**
Urban Mileage	A0425	130% Above MFS
ALS Non-Emergency	A0426	130% Above MFS
ALS Emergency	A0427	130% Above MFS
BLS Non-Emergency	A0428	130% Above MFS
BLS Emergency	A0429	130% Above MFS
ALS Level 2	A0433	130% Above MFS
Specialty Care	A0434	130% Above MFS
Special Event Standby		$200.00 Initial Fee then $100.00 per hour after the first hour. Transport fees and mileage will apply if a patient is treated and transported based on the level of care required. The special event standby fee shall not apply to the following: Non-profit organizations holding events within Duplin County; No-profit public events where neither the hosting entity nor organizers financially benefit; Units of local or municipal government operating within Duplin County.
System Plan Administrative Fee		$500.00 initial fee for the addition of a non-county agency to the Duplin County EMS System Plan. This fee will also cover the first year of administration costs. There will be a $300.00 annual administration fee re-occurring each year thereafter that a non-county agency is a part of the Duplin County EMS System Plan. Fee to take effect July 1, 2026 for the addition of any non-county agency to the Duplin County EMS System Plan and will take affect at renewal for any non-county agency that is currently part of the Duplin County EMS System Plan.

STATE OF NORTH CAROLINA **LEASE AGREEMENT**

COUNTY OF DUPLIN

THIS LEASE AGREEMENT made and entered into this 31st day of December, 2024, by and between the **COUNTY OF DUPLIN,** a body politic of Duplin County, North Carolina, ("LESSOR") and **ROSS THORNTON** ("LESSEE").

WITNESSETH:

That for and in consideration of the mutual covenants and agreements hereinafter set forth, the LESSOR does hereby lease and rent to the LESSEE, for the term and upon the conditions hereinafter set forth, those certain premises (hereinafter referred to as the "premises" or "leased premises") in "AS IS" condition and more particularly described as follows:

An area consisting of approximately 102 acres of land at the West Park Business and Industry Center, being all of Lots 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27 as shown and depicted upon that certain map entitled "Revised Final Plat, WestPark - Bruce Costin Road, Section 1 and Section 2" recorded in Map Book 20, Page 17, Duplin County Registry, as shown on the survey marked "Exhibit A", less approximately 2 acres (outlined in red) for a new County Water Supply Well; which is attached hereto and made a part thereof.

TO HAVE AND TO HOLD said premises above described, together with all privileges and appurtenances thereunto belonging upon the following terms and conditions:

1. **TERM/MODIFICATION/CONTINGENCIES:** The original term of this Lease shall be for a one (1) year period, commencing on January 1, 2025, and terminating on December 31, 2025.

2. **RENT**: The Lessee shall pay to the Lessor during the term set forth in paragraph one (1) above, without demand and without deduction, abatement or set off, rent in the amount of SEVENTEEN THOUSAND EIGHT HUNDRED Dollars and No Cents ($17,800.00) annually. Said annual rent shall be paid by January 15, 2025, and continuing in a like amount being payable on or before each anniversary date of this lease. Failure to pay such annual rent by January 30 each year shall result in a 5% late fee which shall be considered unpaid rent and shall serve as grounds for immediate termination of this Agreement and immediate possession of the premises by Lessee.

3. **OPTION TO RENEW**: This Lease Agreement may be extended under the same terms and conditions for two (2) additional periods of one (1) year upon mutual agreement of both parties at least thirty (30) days prior to the expiration of the base term. In such case as this Option to Renew is executed, the renewed Lease Agreement shall, for the period of January 1 through December 31, be subject to the same terms and conditions from the original lease.

If the Option to Renew is executed, Lessee shall pay rent in the amount of SEVENTEEN THOUSAND EIGHT HUNDRED Dollars and No Cents ($17,800.00) annually. Said annual rent

shall be paid by January 15 of each renewal year, and continuing in a like amount being payable on or before each anniversary date of this lease. Failure to pay such annual rent by January 30 each year shall result in a 5% late fee which shall be considered unpaid rent and shall serve as grounds for immediate termination of this Agreement and immediate possession of the premises by Lessee.

4. **TERMINATION CLAUSE**: This lease may be terminated by Lessor upon thirty (30) days written notice if the leased premise is required for a public purpose.

5. **COMPENSATION FOR RELEASE**: That upon release of any lands from the Lease, pursuant to Paragraph 4 above, Lessor shall compensate Lessee for crops already planted on the lands so released, as follows:

a. $500 per acre of land upon which cotton has been planted.

b. $575 per acre of land upon which corn has been planted.

c. $350 per acre of land upon which soybeans has been planted.

d. $200 per acre of land upon which wheat has been planted.

e. $1,000 per acre of land upon which tobacco has been planted

f. $800 per acre of land upon which peanuts has been planted.

Though other type crops may be planted on the leased premises, no compensation for their distribution and release shall be given.

6. **USE**: The premises shall be used by the Lessee solely for the purposes of establishing, farming, and harvesting crops. No other use shall be made of the premises without the prior written consent of the Lessor, but such consent shall not be withheld unreasonably. No unlawful or offensive use shall be made of the premises. The Lessee agrees to comply with all state and federal or city and county laws and ordinances relating to the use of the premises, including specifically, but not exclusively, all laws and ordinances relating to the storage and use of inflammable, toxic, or combustible materials. Failure to comply with all local, state, or federal laws shall serve as grounds for immediate termination.

7. **ASSIGNMENT AND SUBLEASE**: The Lessee shall not assign or in any manner transfer the lease or any estate, interest or benefit therein or sublet the premises or any parts thereof or permit the use of the same or any part thereof by anyone other than Lessee without the written prior consent of Lessor.

8. **ALTERATIONS, IMPROVEMENTS, AND RETURN OF PREMISES**: The Lessee at its own expense may make alterations, additions, and improvements of a material or structural nature only with the prior written consent of the Lessor. All alterations, additions and improvements shall become the property of the Lessor and shall be surrendered with the premises upon termination of this lease, but the Lessor may require the Lessee to remove any part or all of such alterations, additions, or improvements, at the Lessee's expense, upon termination hereof. During the term of this lease and upon the termination hereof, the Lessee

shall have the right to remove all fixtures, equipment, and machinery installed upon the premises by it, provided that removal can be effected without materially damaging or affecting the building structurally. Any damage by such removal shall be repaired by the Lessee at its expense. The Lessee agrees that it will return the leased premises at the end of the term or upon any earlier termination of this lease, in as good order and condition, ordinary wear and tear expected, as the leased premises were at the time of the commencement of this lease.

9. **LESSEE'S OBLIGATION TO MAINTAIN**: The Lessee shall keep and maintain the premises in neat, orderly, safe, and clean condition all times during the term of this lease, and shall return the same to Lessor at any termination hereof in as good a condition as the premises were at the commencement of the term hereof, except for loss, damage or depreciation caused by reasonable wear and tear and damage by accidental fire or other casualty. It is agreed that the area to be planted and maintained by the Lessee shall be kept free of weeds at all times and that the height of vegetation/grass shall not exceed twenty (20) inches.

The Lessee shall be solely responsible for all costs associated with the establishment, planting, maintenance, irrigation and harvesting of the crops in the designated area. The Lessee will perform appropriate soil testing and preparation, and apply herbicides, lime, and fertilizer in accordance with the recommendations of the North Carolina State Department of Agriculture, the costs of which will also be borne by the Lessee. It is understood and agreed between the parties that the Lessor shall have no responsibility for these or other costs associated with the Lessee's use of the premises during the terms of this lease.

The Lessee shall surrender the leased premises, at termination or release thereof, with all fields, ditches, and pathways maintained in a professional and best farming practices manner.

10. **UTILITIES**: It is understood and agreed by the parties hereto that Lessor shall not furnish any water, heat, gas, lights, electricity or other utilities required for the use of the leased premises and that all such expense shall be borne by Lessee.

11. **ENTRY BY LESSOR**: The Lessor shall have the right to enter the premises at all reasonable hours for the purposes of inspecting the same; however, the Lessor shall whenever possible provide the Lessee with reasonable notice of the Lessor's intent to enter and inspect the premises.

12. **INSURANCE OBTAINED BY LESSOR**: Lessor may procure and keep in force for its sole benefit and at its own discretion during the term of this lease a policy or policies of fire, all-risk coverage, and liability insurance.

13. **INSURANCE OBTAINED BY LESSEE**: The Lessee, at its expense, shall procure and continue in force general liability insurance naming the Lessor as a named insured against any and all claims for injuries to persons occurring on the leased premises in an amount not less than One Million Dollars ($1,000,000) for injuries to persons in one accident, not less than Three Hundred Thousand Dollars ($300,000) for injury to any one person, and property damage at least in the amount of One Hundred Thousand Dollars ($100,000). Such insurance shall be written by a company authorized to engage in the business of general liability insurance in the State of

North Carolina. The policy or policies shall provide that the insurance shall not be cancelled nor shall there be any change in the scope or amount of coverage of the policy unless ten (10) days prior written notice has been given to the Lessor. The policy or policies, or certifications thereof, shall be delivered to the Lessor and Lessee upon the commencement of the interim term of this lease and upon each renewal of the insurance.

In addition, Lessee shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation benefits to its employees in the manner and to the extent required by such Act.

14. **WAIVER OF SUBROGATION RIGHTS**: Subject to the conditions hereinafter provided in this paragraph, the Lessor shall not be liable for any business interruption, any loss or damage to property, or injury to or any death of any person occurring on the lease premises, or in any manner growing out of or connected with the Lessee's use and occupation of the leased premises, or the condition thereof, whether or not caused by the negligence or other fault of the Lessor, the Lessee, or their respective agents, employees, Lessees, sub-lessees, licensee or assignees.

15. **INDEMNIFICATION**: The Lessee shall defend, indemnify and hold harmless the Lessor from and against any actual or threatened claim, loss, expense, or damage (including attorney fees) arising out of any act or neglect of the Lessee, its servants, employees, agents, or invitees, or any change, alteration or improvement made by Lessee in the premises.

16. **DEFAULT: IF LESSEE**: (a) fails to pay rent as provided in this lease when due; (b) breaches any other agreement or obligation herein set forth; (c) files (or has filed against it) any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar actions), either in state or federal court; (d) becomes insolvent, makes any transfer in fraud of creditors, has a receiver appointed for its assets, or abandons the premises, or makes an assignment for benefit of creditors, then in addition to any other lawful right or remedy which it may have, Lessor may do the following: (a) declare the rent for the balance of the term immediately due and payable, and collect the same by distress or otherwise; (b) seize and hold any personal property of Lessee located on the leased premises and assert against the same as a lien for monies due for Lessor; (c) without obtaining any court authorization, lock the leased premises and deny Lessee access thereto; (d) immediately terminate this lease without further notice and immediately repossess the leased premises, and with or without terminating, relet the same at such amount as Lessor deems reasonable, and if the relet rent is less than the rent paid by Lessee then Lessee shall pay the difference on demand to Lessor. All expenses of Lessor in repairing or restoring the premises for reletting, together with leasing fees in seeking and obtaining a new Lessee, shall be charged as a liability to Lessee as unpaid rent. Lessor's reasonable attorney's fees in pursuing any of the foregoing remedies, or in collecting any rents due by Lessee hereunder, shall be paid by Lessee. All rights and remedies of Lessor are cumulative, and the exercise of any one shall not be construed as an election excluding Lessor at any other time from exercise of a different or inconsistent remedy. No waiver by Lessor of any covenant or condition shall be deemed to imply or constitute a further waiver of the same at a later time.

17. **CONDEMNATION**: If the entire premises shall be taken under any condemnation or eminent domain proceeding, then the Lease shall terminate one day prior to the date that the condemning authority takes possession of the premises. If the premises is subject to a partial taking and if the remainder is suitable for Lessee's purposes in the opinion of Lessor, then the rent shall be reduced in accordance with the ratio which the area of the taken portion of the premises bears to the area of the entire premises prior to the taking.

18. **SIGNS**: All external signs shall be approved by the Lessor.

19. **NOTICES**: Any notice required to be given hereunder from either of the parties to the other shall be in writing. Notices from Lessor to Lessee may be served personally, posted on the door of the leased premises, or sent by the United States Postal Service by first class mail, postage paid, certified, return receipt requested, and addressed as follows:

NOTICE TO LESSOR:
Duplin County Economic Development
Executive Director
260 Airport Road
Kenansville, NC 28349
Phone: 910-296-2180

NOTICE TO LESSEE:
Ross Thornton
10730 Hobbton Hwy
Clinton, NC 28328
Phone: 910-990-2085

20. **HOLDOVER**: It is further covenanted and agreed that if Lessee, any assignee or sub-lessee shall continue to occupy the leased premises after the expiration of this Lease, such tenancy shall be considered a month-to-month tenancy and Lessor shall have the right to immediate possession of the premises upon five (5) days written notice to Lessee.

21. **ENTIRE AGREEMENT; NON-WAIVER**: This lease agreement contains the entire agreement of the parties as to their subject matter and may not be altered, amended, or modified except by a writing signed by both parties. No waiver of or delay in exercising any right or power under this lease shall impair any such right or power, or shall be construed as a waiver of any breach or default, or acquiescence thereto. One or more waivers of any covenant, term, or condition of this lease by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach or default of the same covenant, provision, or condition. The consent or approval by either party of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act. No provision of this lease shall be deemed to have been waived unless such waiver is in writing and signed by the waiving party. The receipt by Lessor of rent with knowledge of or during the existence of any breach or default shall not be deemed a waiver of such breach or default.

22. **SUCCESSORS AND ASSIGNS**: This Lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators and legal representatives of the parties hereto.

23. **LAWS GOVERNING**: This lease shall be governed by the laws of the State of North Carolina. Any action or proceeding relating hereto shall only be brought in the County of Duplin, North Carolina.

IN WITNESS WHEREOF, LESSOR AND LESSEE have executed this lease in two (2) duplicate originals, all as of the day and year first above written.

Reviewed by Department Head:

Signature 12/11/2024
Date

LESSOR: DUPLIN COUNTY

Signature Dexter B. Edwards
Print Name

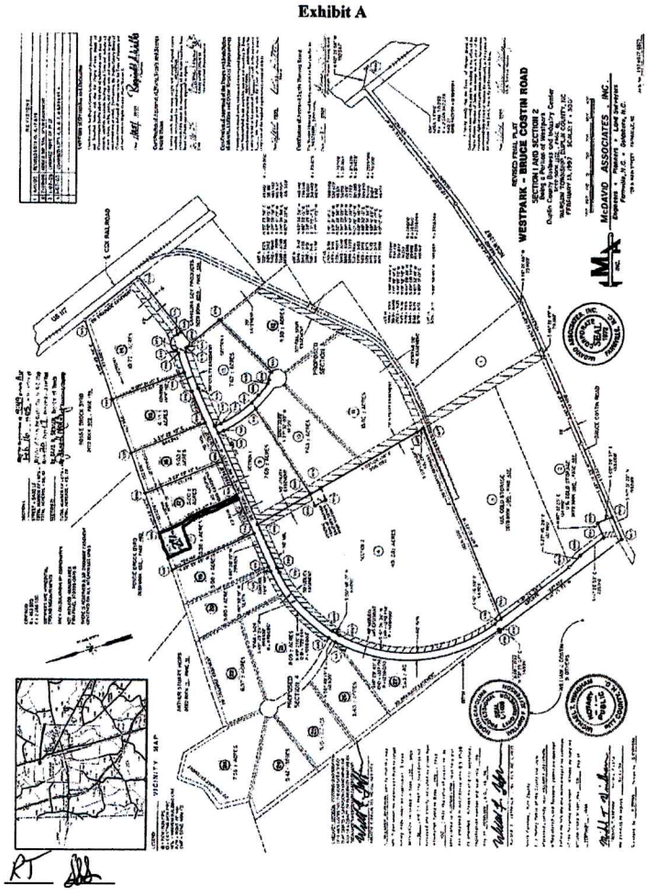
Witness 12/16/2024
Date

LESSEE: ROSS THORNTON

Signature Ross Thornton
Print Name

Witness 12/11/2024
Date

Exhibit A



RT

AirPark Entranceway Improvements Project Number: 2421-000 (1/22/26)							BID TABULATION
			Verified				
#	Bidder	Base Bid (includes $10,000 Landscaping Allowance)	Bid Bond Present (Y/N)	NCDOT Pre-Qualified (Y/N)	DBE Goal Acknowledged or Good Faith Effort (Y/N)	Addendum #1, #2, & #3 Acknowledged (Y/N)	Bid Proposal Requirements Acknowledged (*) (Y/N)
1	Daniels and Daniels Construction Co., Inc. (Goldsboro, NC)	$102,000.00	Y	Y	Y	Y	Y
2	Rite Lite Signs, Inc. (Concord, NC)	$88,284.00	Y	Y	Y	Y	Y
3	A.R. Chesson Construction Co., Inc. (Elizabeth City, NC)	$118,700.00	Y	Y	Y	Y	Y

* *No Segregated Facilities, Trade Restriction Certification, Certification Regarding Tax Delinquency & Felony Convictions, Non-Collusion Affidavit.*

Staff Recommendation:
Make a recommendation of award of the contract to lowest responsive and responsible bidder, Rite Lite Signs, Inc. in the amount of $88,284.00.

CONTRACT

This AGREEMENT made and entered into this 28th **day of** January **2026**, by and between the **County of Duplin**, hereinafter called the OWNER, and **Contractor's name and address**, hereinafter called the Contractor.

WITNESSETH: That the Contractor, for the consideration hereinafter fully set out, and the OWNER, for the construction of work performed, agree that:

1. **Scope of Work:**

The Contractor shall furnish and deliver all the materials and perform all the work in the manner and form as provided in the following enumerated Plans, Specifications and Contract Documents which are attached hereto and made a part hereof as if fully contained herein:

DUPLIN COUNTY AIRPARK
NEW ENTRANCE ROAD SIGNAGE

Specifications and Contract Documents:

a. Project Plans prepared by The Wilson Group Architects. Dated December 2025
b. Instructions to Bidders
c. General Conditions, including any Supplementary General Conditions
d. Project Special Provisions
e. Technical Provisions (Construction Details)
f. Proposal (Accepted as modified) in the amount of $ 88,284.00
g. Performance and Payment Bonds
h. Appendices (Excluding subsurface investigation/testing data)
i. Addenda
j. Contract Modifications

ORIGINAL PROPOSAL: $ 88,284.00
TOTAL ADDITIONS: N/A
TOTAL DEDUCTIONS: N/A
CURRENT CONTRACT AMOUNT: $ 88,284.00

The Contractor hereby guarantees all materials and workmanship for a period of one year from the date at final acceptance of all items of work set forth under this Contract.

2. Independent Contractor: The Contractor shall perform duties hereunder as an independent contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the County.

3. Conformance with Law: The Contractor shall at all times during the term of this

contract strictly adhere to all applicable local, federal and state laws and implementing regulations as they currently exist and may hereafter be amended. The Contractor shall also require compliance with these statutes and regulations in subcontract agreements, if any, permitted under this contract. This Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific programs(s) which is/are the subject of this contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances and certification, upon which the County relies.

a. The Contractor will not discriminate against any person on the basis of race, color, national origin, age, sex, religion, and/or handicap, in performance of work under this contract.
b. At all times during the performance of this contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor.
c. The contractor certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien.

The County of Duplin is an equal employment opportunity employer. The County is a federal contractor, and therefore the provisions and affirmative action obligations of 41 CFR § 60-1.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-250.4 are incorporated herein by reference, where applicable.

4. Integration of Understandings: This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous additions, deletions, subsequent renewal, deletion, or other amendment hereto shall have any force or affect unless embodied herein in writing signed by both parties.

5. The Contractor shall commence the work to be performed under the Contract not later than the date set by the OWNER in written notice to proceed, said date to be not less than seven (7) days after issuance of notice.

6. The OWNER hereby agrees to pay to the Contractor for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, such unit and/or lump sum prices as are set forth in the accepted proposal for quantities of each item actually accomplished.

7. On or before the 20th day of each calendar month, the OWNER shall make partial payments to the Contractor on a basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor. Prior to 50 percent completion of the project, the OWNER shall may retain up to 5 percent of any periodic payment due Contractor. The balance, 95 percent of the amount

of payable, less all previous payments shall be certified for payment. Retainage will be retained by the OWNER to final payment.

When the project is 50 percent complete, the OWNER, with written consent of the surety, shall not retain any further retainage from periodic payments due the Contractor if the Contractor continues to perform satisfactorily and any nonconforming work identified in writing prior to that time by the architect, ENGINEER, or OWNER has been corrected by the Contractor and accepted by the architect, ENGINEER or OWNER. If the OWNER determines the Contractors' performance is unsatisfactory, the retainage may be reinstated up to the maximum amount of 5 percent.

8. Payment of the balance due the Contractor shall occur within 30 days of completion of all work covered by this contract, acceptance of same by the OWNER, and the submission of proof to the OWNER of payment in full of all labor and material by the Contractor.

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

10. Indemnification/Limit of Liability: The Contractor shall indemnify and hold harmless the OWNER, its officers, agents, employees and consultants, from and against any and all losses or costs including but not limited to litigation and settlement costs, counsel fees, claims, suits, action, damages, liability, and expenses, occasioned wholly or in part by the Contractor's negligent act(s) or willful omissions or fault or the negligent acts or willful omissions or fault of the Contractor's agents, subcontractors, suppliers, employees, or servants in connection with this agreement, including but not limited to those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay such subcontractors and suppliers, any breach of the agreement and any infringement or violation of any proprietary right (including but not limited to patent, copyright, trademark, service mark and trade secret). The indemnity obligations under this paragraph will survive termination of the agreement.

Dispute resolution shall be resolved in the Superior Court for the County or other political subdivision in which the project is located. The law to be applied is the Laws of the State of North Carolina. In the event the Parties are found to be jointly

at fault for any claim, action, loss or damage that results from their respective obligations under this agreement, the Contractor shall indemnify **County of Duplin** to the extent of the Contractor's fault.

11. Controlling Law: This contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

12. Mediation: Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions and the North Carolina General Statutes. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Harnett County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Use of County Name prohibited: Contractor may not use the name or other identifying characteristic of the County or its employees in any advertisements or promotions.

14. Severance Clause: in the event any provision of this Agreement is adjudged to be unenforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

15. Non-appropriation Clause: Contractor acknowledges that OWNER is a governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Contractor's obligations under this contract, then this contract shall automatically expire without penalty to Contractor thirty (30) days after written notice to OWNER of the non- appropriation of public funds.

IN WITNESS WHEREOF, the OWNER and Contractor hereto have executed this Contract on the day and date first above written in four counterparts, be deemed an original Contract.

BY: _____ **BY:** _____

COUNTY OF DUPLIN **CONTRACTOR'S NAME** Rite Lite Signs, Inc.

Chairman
Title

Stafford B. Saunders II, General Manager
Title

_____ _____
Witness **Witness**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. 4995-41060

By: _____
Name:
Title:

Executed in quadruple

DUPLIN COUNTY
ECONOMIC DEVELOPMENT COMMISSION

AIRPARK ENTRANCE ROAD SIGNAGE
AIRPORT ROAD, KENANSVILLE, NC 28349

PROJECT MANUAL

DECEMBER 18, 2025

Architect:
The Wilson Group Architects
PO Box 5510
Charlotte, NC 28299
(704) 331-9747

Structural Engineer:
Stewart
101 N. Tryon St., Suite 1400
Charlotte, NC 28202
(704) 909-3523

MEP Engineer:
Saber Engineering
10200 Mallard Creek Rd, Suite 105
Charlotte, NC 28262
(704) 373-0068

DOCUMENT 000107 - SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

A. Architect

ARCHITECT'S CORPORATION	**The Wilson Group Architects** NC Certificate No.: 51140 For Specifications Sections accompanied by "The Wilson Group" in the header area of the document and not otherwise prepared by other design professionals of record.	THE WILSON GROUP ARCHITECTS REGISTERED ARCHITECTURAL CORPORATION CERT. NO. 51140 NORTH CAROLINA CHARLOTTE, N.C.
ARCHITECT	**Travis Walker Pence, AIA** NC 9277	TRAVIS WALKER PENCE REGISTERED ARCHITECT 9277 12/16/25 NORTH CAROLINA CHARLOTTE, N.C.

B. Structural Engineer

ENGINEER'S CORPORATION	**STEWART** NC Firm No.: F-1536 For Specifications Sections accompanied by "Stewart" in the header area of the document and not otherwise prepared by other design professionals of record.	
ENGINEER	**Christopher Brandon Rose** NC 043725	

C. Electrical Engineer

ENGINEER'S CORPORATION	**SABER ENGINEERING** NC Firm No.: C-2130 For Specifications Sections accompanied by "Saber Engineering" in the header area of the document and not otherwise prepared by other design professionals of record.	
ENGINEER	**RICHARD M. MORRISON, JR.** NC 25969	

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APPENDIX 'A'
ADVERTISEMENT

ADVERTISEMENT FOR BIDS

Notice to Bidders

Sealed bids, subject to the conditions herein, will be received until 4:00 p.m. (*local time*), January 8, 2026, at the Duplin County Airport, 260 Airport Road, Kenansville, North Carolina 28349, and then opened and publicly read for furnishing all labor and materials and performing all work connected with: **New AirPark Entrance Road Signage** as indicated in the plans and specifications dated December 2025.

The project shall consist of furnishing all labor, materials, and equipment and performing all work required to satisfactorily complete the New Entrance Road Signage project. Items of work include permitting and construction of a new entrance road signage, site lighting, and landscaping improvements.

Bid Forms, Plans, Specifications, and Contract Documents will be available on Thursday, December 18, 2025 and will be available through the Duplin County online portal, www.duplinnc.gov; and with the online plan rooms Construct Connect, www.constructconnect.com and Dodge Construction Network, www.construction.com. Any subsequent addenda will only be issued directly to Construct Connect, Dodge Construction Network, and to the Duplin County online portal.

Each bid must be accompanied by a Bid Bond, a deposit of cash or by a certified check payable to Duplin County, North Carolina, and drawn on some bank or trust company authorized to do business in the State of North Carolina, for an amount equal to five percent (5%) of the total base bid, as a guarantee that if the bid is accepted, the required Contract will be executed and the required Performance Bond and Payment Bond furnished within fifteen (15) days after receipt of written notice of formal award of Contract. A performance bond shall be required.

No bid may be withdrawn for a period of sixty (60) days after the closing time for the receipt of bids. Duplin County reserves the right to reject any and all bids and to waive any and all technical defects in the execution of the submission of any bid. Duplin County reserves the right to reject any sub-contractors.

IMPORTANT NOTICE TO BIDDERS: Each bidder for this project shall be registered as a prequalified bidder with the NCDOT at the time of bid opening. All subcontractors for the project should be registered as a pre-qualified subcontractor with the NCDOT prior to starting any work. The proposed Contract for this project is subject to the Disadvantaged Business Enterprise Program Bid Conditions contained in Appendix 'C' of the Contract Documents.

Prospective bidders should read the instructions for preparing bids in Section 20 of the General Conditions of the project specifications carefully before submitting their bids.

Envelopes containing proposals must be sealed, addressed to Mr. Scott Summerlin, Executive Director, Duplin County Economic Development Commission, 260 Airport Road, Kenansville, North Carolina 28349, and marked on the envelope as follows:

"PROPOSAL FOR NEW AIRPARK ENTRANCE ROAD SIGNAGE"

SPECIAL NOTE: Duplin County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Duplin County hereby notifies all bidders that in regard to any contract entered into pursuant to this advertisement, that the bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 10.0% of the dollar value of the project to Disadvantaged Business Enterprises DBE. Only firms certified as an DBE by the NCDOT Unified Certification Program may be applied to the goal. In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful competitor will be required to submit with the bid information concerning the DBEs that will participate in this contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered nonresponsive.

All proposals shall be prepared on the basis of the Minimum Wage Rates as established by the Secretary of Labor.

It is the intent of Duplin County to award the base bid to the lowest responsible qualified bidder; however, the award of this contract is contingent upon the availability of funds.

Scotty Summerlin
Executive Director
Duplin County Economic Development Commission

APPENDIX 'B'
PROPOSAL REQUIREMENTS AND CONDITIONS

PROPOSAL REQUIREMENTS AND CONDITIONS

ENTRANCE ROAD SIGNAGE
DUPLIN COUNTY AIRPARK

COUNTY OF DUPLIN
KENANSVILLE, NORTH CAROLINA

DATE: _____

In compliance with the Advertisement (Notice to Bidders), the undersigned hereby proposes to furnish the materials and perform the work for completion of all items, listed below in strict accordance with the Advertisement (Notice to Bidders), Plans, and General Provisions, Special Provisions of the Specifications, and all contract documents for the consideration of the price quoted in the following items and agrees, upon receipt of written notice of the acceptance of this Proposal, that within thirty (30) days after the date of the opening of the Proposals, that it will execute a contract in accordance with the Proposal as accepted, and give the required Performance and Payment Bond with good and sufficient surety or sureties, within fifteen (15) days after receipt of notice of formal award of contract and presentation of the prescribed forms.

Bidder shall complete all line items and total amount of Base Bid and Bid Alternate. Failure to submit prices and amount for each item shall be cause for rejection of Bid. The OWNER reserves the right to reject any and all bids and to waive any and all technical defects in the execution and submission of any bid. It is the intent of the OWNER to award one contract for all work depending on the availability of local, state, and federal funding.

Contract award will be made on the basis of the lowest responsive qualified bidder (at the time of initial award) for work in the best interest of the OWNER and subject to the availability of local, state, and federal funding. The OWNER reserves the right to reject any or all bids and to waive formalities and technicalities.

IMPORTANT NOTICE

Each bidder for this project shall be registered as a prequalified bidder with the NCDOT at the time of the bid opening.

The Contractor's attention is directed to the requirements of Appendix "C", Disadvantaged Business Enterprise Program, **which must be submitted with the Proposal**.

The undersigned understands that the entirety of Section 20 and Appendix "C" of these specifications shall be considered a part of the Proposal, and that if

we are notified by the ENGINEER that we are the low bidder(s), we shall submit the information required, hereinafter related to these requirements, within ten (10) days of such notification.

The Bidder is aware of subcontract requirements to obtain the goal of **Ten (10.0)% of Disadvantaged Business Enterprise participation** established for this contract; has completed and is submitting, along with the bid proposal, required information (see "Disadvantaged Business Enterprise Program") describing actions taken in order to achieve such goals; and understands that meeting or exceeding the stated goals is a condition for being awarded this contract.

Failure to submit the above information may be grounds for rejection of our proposal.

It is understood that all workmanship and materials under all items of work are guaranteed for one year from the date of final acceptance, unless otherwise specified.

Wages not less than the minimum rates of wages, as predetermined for this project by the Secretary of Labor, were used in the preparation of this Proposal.

It is understood that the quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating Proposals.

The undersigned agrees that, if awarded the contract(s), it will commence work not later than the date set by the ENGINEER in the Notice(s) to Proceed, and that it will complete the work within the time specified above and in accordance with the Specifications.

Enclosed is security in the amount of 5% of the total base bid, consisting of (Cash, Certified Check, or Bid Bond)_____payable to **County of Duplin**

_____
Name of Bidder

BY: _____
(Signature)

_____
(Name and Title of Signing Official) (Seal)

N.C. Contractor's License No. _____

For Corporation, provide Name and Post Office Address for the President, Secretary, and Treasurer.

President
Name _____
Address _____
_____
_____

Secretary
Name _____
Address _____
_____
_____

Treasurer
Name _____
Address _____
_____
_____

For Partnership provide Name and Address for each Partner:

Name _____
Address _____
_____
_____

Name _____
Address _____
_____
_____

Name _____
Address _____
_____
_____

Name _____
Address _____
_____
_____

For Individual, provide Name and Post Office Address:

Name _____
Address _____
_____
_____

Note: Failure to complete blank spaces may be grounds for rejecting bid.

In accordance with the requirements of North Carolina General Statute 143-128*, identify the following:

General Contractor: _____

Electrical Sub-Contractor: _____

*Bidders shall familiarize themselves with the requirements of this Statute.

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

_____ _____
Signature of Contractor Date

_____
Title

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S. C. 1001.

(Reference: 41 CFR § 60)

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will

incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

_____ _____
Signature of Contractor Date

_____
Title

(Reference: 49 U.S.C. § 50104; 49 CFR part 30)

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is ( ) is not ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

_____ _____
Signature of Contractor Date

_____
Title

(Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

FORM OF NON-COLLUSION AFFIDAVIT
(This Affidavit is Part of the Proposal)

STATE OF _____

COUNTY OF _____

_____
being first duly sworn, deposes and says that he/she is

_____
(Sole owner, a partner, president, secretary, etc.)

of _____
the party making the foregoing Proposal that such Proposal is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived, or agreed directly or indirectly, with any Offeror or person, to put in a sham Proposal, or that such other person shall refrain from submitting a proposal and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other Offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Offeror or to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal are true; and further, that such Offeror has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or date relative to any association or to any member or agent thereof.

_____
Signature of Offeror

Sworn to and subscribed before me this_____day of_____, 2026.

(Official Seal)

_____
Official Signature of Notary

_____, Notary Public
Notary's Printed or Typed Name

My Commission expires_____, 20_.

Listing of DBE Subcontractors
To Be Submitted With The Bid

Duplin County AirPark
New Entrance Road Signage

The Bidder hereby proposes the following DBE participation in accordance with Appendix C:

DBE Subcontractor or Supplier Name and Address	NCDOT Reporting Number	Cert. Type (DBE)	Work To Be Performed	Subcontract Amount	Amount Applicable to Goal
				Total Applicable DBE Participation	
				Base Bid Amount	
				DBE Participation Proposed - Base Bid (%)	
				DBE Participation Goal – Base Bid(%)	**10.0%**

Bidder (Firm Name)	Signature	Date

Bidder must complete above "Listing of DBE Subcontractors" form and submit with bid. Letter of Intent, Page B-15 must be submitted by the apparent low bidder for all DBE subcontractors no later than 2:00 pm of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 am on the next official state business day.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:	NAME OF BIDDER:

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation as:

Name of MBE/WBE/DBE Subcontractor_____

Address_____

City_____State_____Zip_____

Please check all that apply:

Minority Business Enterprise (MBE) ____

Women Business Enterprise (WBE) ____

Disadvantaged Business Enterprise (DBE) ____

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount $ _____

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of MBE/ WBE/ DBE Subcontractor	Name of Bidder
Signature / Title	Signature / Title
Date	Date

ATTACH

"EVIDENCE OF COMPETENCY"

and

"EVIDENCE OF FINANCIAL RESPONSIBILITY"

per

SECTION 20-02 OF THE GENERAL CONDITIONS

Duplin County AirPark
New Entrance Road Signage
TWG Project No.: 2421-000

Bidder: _____

Base Bid

Item	Spec.	Description	Unit Price in Words	Unit	Quantity	Unit Price	Extended Total
1	Contract Docs.	New Entrance Road Signage within areas depicted on Sheet A-001 to include all Contract Items not indicated elsewhere on the Bid Form.		LS	1		
2	012100	Allowance for Landscaping	ten thousand dollars	LS	1	$ 10,000.00	$ 10,000.00

Base Bid Total: _____

APPENDIX 'C'
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

DISADVANTAGED BUSINESS ENTERPRISE (LOCAL GOVERNMENT AGENCIES):
(10-16-07)(Rev. 1-15-19) 102-15(J) SPI G63

Description

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

Definitions

Additional DBE Subcontractors - Any DBE submitted at the time of bid that will not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

Committed DBE Subcontractor - Any DBE submitted at the time of bid that is being used to meet the DBE goal by submission of a Letter of Intent. Or any DBE used as a replacement for a previously committed DBE firm.

Contract Goal Requirement - The approved DBE participation at time of award, but not greater than the advertised contract goal.

DBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed DBE subcontractor(s).

Disadvantaged Business Enterprise (DBE) - A firm certified as a Disadvantaged Business Enterprise through the North Carolina Unified Certification Program.

Goal Confirmation Letter - Written documentation from County of Duplin to the bidder confirming the Contractor's approved, committed DBE participation along with a listing of the committed DBE firms.

Local Government Agencies (LGA) - The entity letting the contract. For this project, the County of Duplin is the entity letting the contract.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

Replacement / Substitution – A full or partial reduction in the amount of work subcontracted to a committed (or an approved substitute) DBE firm.

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.

Standard Specifications - The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book.

United States Department of Transportation (USDOT) - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

Forms and Websites Referenced in this Provision

DBE Payment Tracking System - On-line system in which the Contractor enters the payments made to DBE subcontractors who have performed work on the project.

https://apps.dot.state.nc.us/Vendor/PaymentTracking/

DBE-IS *Subcontractor Payment Information* - Form for reporting the payments made to all DBE firms working on the project. This form is for paper bid projects only.

https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBEIS%20Subcontractor%20Payment%20Information.pdf

RF-1 *DBE Replacement Request Form* - Form for replacing a committed DBE.

http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf

SAF *Subcontract Approval Form* - Form required for approval to sublet the contract.

http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip

JC-1 *Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf

Letter of Intent - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the estimated amount (based on quantities and unit prices) listed at the time of bid.

http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.

http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages.

http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls

DBE Goal

The following DBE goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises **10.0 %**

(A) *If the DBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.

(B) *If the DBE goal is zero*, the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to County of Duplin.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the NCDOT and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. https:// www.ebs.nc.gov/VendorDirectory/default.html

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

Listing of DBE Subcontractors

At the time of bid, bidders shall submit <u>all</u> DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) If the DBE goal is more than zero,

(1) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.

(2) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **<u>Blank forms will not be deemed to represent zero participation</u>**. Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The County of Duplin will not consider these bids for award and the proposal will be rejected.

(3) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.

(B) *If the DBE goal is zero,* entries on the *Listing of DBE Subcontractors* are not required, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

DBE Prime Contractor

When a certified DBE firm bids on a contract that contains a DBE goal, the DBE firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a DBE bidder on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE bidder and any other DBE subcontractors will count toward the DBE goal. The DBE bidder shall list itself along with any DBE subcontractors, if any, in order to receive credit toward the DBE goal.

For example, if the DBE goal is 45% and the DBE bidder will only perform 40% of the contract work, the prime will list itself at 40%, and the additional 5% shall be obtained through additional DBE participation with DBE subcontractors or documented through a good faith effort.

DBE prime contractors shall also follow Sections A or B listed under *Listing of DBE Subcontractor* just as a non-DBE bidder would.

Written Documentation – Letter of Intent

The bidder shall submit written documentation for each DBE that will be used to meet the DBE goal of the contract, indicating the bidder's commitment to use the DBE in the contract. This documentation shall be submitted on the NCDOT's form titled *Letter of Intent*.

The documentation shall be received in the office of the County of Duplin no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday, or an official state holiday. In that situation, it is due in the office of the **ENGINEER/** County of Duplin no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the **ENGINEER/** County of Duplin no later than 2:00 p.m. on the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the **ENGINEER/** County of Duplin no later than 10:00 a.m. on the next official state business day.

Submission of Good Faith Effort

If the bidder fails to meet or exceed the DBE goal, the apparent lowest responsive bidder shall submit to County of Duplin documentation of adequate good faith efforts made to reach the DBE goal.

One complete set and six copies of this information shall be received in the office of the **ENGINEER/** County of Duplin no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday, or an official state holiday. In that situation, it is due in the office of the **ENGINEER/** County of Duplin no later than 10:00 a.m. on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient DBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought DBE participation. Mere *pro forma* efforts are not considered good faith efforts.

County of Duplin will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goal and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

(A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

(B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.

(1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

(2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2nd and 3rd tier subcontractors).

(C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(D) (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.

(G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening NCDOT's Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get DBE quotes.

(I) Any other evidence that the bidder submits which shows that the bidder has made reasonable, good faith efforts to meet the DBE goal.

In addition, County of Duplin may take into account the following:

(1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the DBE goal.

(2) The bidders' past performance in meeting the DBE goals.

(3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other bidders, County of Duplin may view this,

in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If County of Duplin does not award the contract to the apparent lowest responsive bidder, County of Duplin reserves the right to award the contract to the next lowest responsive bidder that can satisfy to County of Duplin that the DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

Non-Good Faith Appeal

The **ENGINEER/** County of Duplin will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the **ENGINEER/** County of Duplin .The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting DBE Participation Toward Meeting DBE Goal

(A) Participation

The total dollar value of the participation by a committed DBE will be counted toward the contract goal requirement. The total dollar value of participation by a committed DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.

(B) Joint Checks

Prior notification of joint check use shall be required when counting DBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 *(Joint Check Notification Form)* and the use of joint checks shall be in accordance with the NCDOT's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to County of Duplin. County of Duplin's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

When a DBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.

(E) Suppliers

A contractor may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a DBE regular dealer and 100 percent of such expenditures from a DBE manufacturer.

(F) Manufacturers and Regular Dealers

A contractor may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers or regular dealers:

(1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

(2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, County of Duplin will evaluate the amount of

work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function:

(1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.

(5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.

(6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.

(7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

DBE Replacement

When a Contractor has relied on a commitment to a DBE subcontractor (or an approved substitute DBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE subcontractor for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate.

The Contractor must give notice in writing both by certified mail and email to the DBE subcontractor, with a copy to the **ENGINEER/** County of Duplin of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the DBE subcontractor objects to the intended termination/substitution, the DBE, within five (5) business days must advise the Contractor and the County of Duplin of the reasons why the action should not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the DBE subcontractor.

A committed DBE subcontractor may only be terminated after receiving the County of Duplin's written approval based upon a finding of good cause for the proposed termination and/or substitution. For purposes of this section, good cause shall include the following circumstances:

(a) The listed DBE subcontractor fails or refuses to execute a written contract.
(b) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
(c) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
(d) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
(e) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law.
(f) The listed DBE subcontractor is not a responsible contractor.
(g) The listed DBE voluntarily withdraws from the project and provides written notice of withdrawal.
(h) The listed DBE is ineligible to receive DBE credit for the type of work required.
(i) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
(j) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

The Contractor shall comply with the following for replacement of a committed DBE:

(A) Performance Related Replacement

When a committed DBE is terminated for good cause as stated above, an additional DBE that was submitted at the time of bid may be used to fulfill the DBE commitment. A good faith effort will only be required for removing a committed DBE if there were no additional DBEs submitted at the time of bid to cover the same amount of work as the DBE that was terminated.

If a replacement DBE is not found that can perform at least the same amount of work as the terminated DBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

(1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

(2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:

(a) The names, addresses, and telephone numbers of DBEs who were contacted.
(b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.

(3) A list of reasons why DBE quotes were not accepted.

(4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

(1) When a committed DBE is decertified by the NCDOT after the SAF (*Subcontract Approval Form*) has been received by the County of Duplin, the County of Duplin will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.

(2) When a committed DBE is decertified prior to the County of Duplin receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of

work, a good faith effort must be submitted to **ENGINEER/** County of Duplin (see A herein for required documentation).

All requests for replacement of a committed DBE firm shall be submitted to the **ENGINEER/** County of Duplin for approval on Form RF-1 *(DBE Replacement Request)*. If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months

Changes in the Work

When the **ENGINEER/** County of Duplin makes changes that result in the reduction or elimination of work to be performed by a committed DBE, the Contractor will not be required to seek additional participation. When the **ENGINEER/** County of Duplin makes changes that result in additional work to be performed by a DBE based upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE participated in the original contract work.

When the **ENGINEER/** County of Duplin makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by DBEs unless otherwise approved by the **ENGINEER/** County of Duplin.

When the ENGINEER/makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed DBE, the Contractor shall seek participation by DBEs unless otherwise approved by the **ENGINEER/** County of Duplin.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE participation caused by the changes.

Reports and Documentation

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a DBE subcontractor. County of Duplin reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the **ENGINEER/** County of Duplin a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

Reporting Disadvantaged Business Enterprise Participation

The Contractor shall provide the **ENGINEER/** County of Duplin with an accounting of payments made to all DBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the **ENGINEER/** County of Duplin for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

(A) Withholding of money due in the next partial pay estimate; or

(B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for work on future projects until the required information is submitted.

Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the **ENGINEER/** County of Duplin can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments on the NCDOT's DBE-IS *(Subcontractor Payment Information)* with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2018 Standard Specifications* may be cause to disqualify the Contractor.

APPENDIX 'E'
CONTRACT AND BONDS

CONTRACT

This AGREEMENT made and entered into this____ **day of**_____ **2026**, by and between the **County of Duplin**, hereinafter called the OWNER, and **Contractor's name and address**, hereinafter called the Contractor.

WITNESSETH: That the Contractor, for the consideration hereinafter fully set out, and the OWNER, for the construction of work performed, agree that:

1. **Scope of Work:**

The Contractor shall furnish and deliver all the materials and perform all the work in the manner and form as provided in the following enumerated Plans, Specifications and Contract Documents which are attached hereto and made a part hereof as if fully contained herein:

DUPLIN COUNTY AIRPARK
NEW ENTRANCE ROAD SIGNAGE

Specifications and Contract Documents:

a. Project Plans prepared by The Wilson Group Architects. Dated December 2025
b. Instructions to Bidders
c. General Conditions, including any Supplementary General Conditions
d. Project Special Provisions
e. Technical Provisions (Construction Details)
f. Proposal (Accepted as modified) in the amount of $_____
g. Performance and Payment Bonds
h. Appendices (Excluding subsurface investigation/testing data)
i. Addenda
j. Contract Modifications

ORIGINAL PROPOSAL:
TOTAL ADDITIONS:
TOTAL DEDUCTIONS:
CURRENT CONTRACT AMOUNT:

The Contractor hereby guarantees all materials and workmanship for a period of one year from the date at final acceptance of all items of work set forth under this Contract.

2. Independent Contractor: The Contractor shall perform duties hereunder as an independent contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the County.

3. Conformance with Law: The Contractor shall at all times during the term of this

contract strictly adhere to all applicable local, federal and state laws and implementing regulations as they currently exist and may hereafter be amended. The Contractor shall also require compliance with these statutes and regulations in subcontract agreements, if any, permitted under this contract. This Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific programs(s) which is/are the subject of this contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances and certification, upon which the County relies.

a. The Contractor will not discriminate against any person on the basis of race, color, national origin, age, sex, religion, and/or handicap, in performance of work under this contract.
b. At all times during the performance of this contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor.
c. The contractor certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien.

The County of Duplin is an equal employment opportunity employer. The County is a federal contractor, and therefore the provisions and affirmative action obligations of 41 CFR § 60-1.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-250.4 are incorporated herein by reference, where applicable.

4. Integration of Understandings: This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous additions, deletions, subsequent renewal, deletion, or other amendment hereto shall have any force or affect unless embodied herein in writing signed by both parties.

5. The Contractor shall commence the work to be performed under the Contract not later than the date set by the OWNER in written notice to proceed, said date to be not less than seven (7) days after issuance of notice.

6. The OWNER hereby agrees to pay to the Contractor for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, such unit and/or lump sum prices as are set forth in the accepted proposal for quantities of each item actually accomplished.

7. On or before the 20th day of each calendar month, the OWNER shall make partial payments to the Contractor on a basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor. Prior to 50 percent completion of the project, the OWNER shall may retain up to 5 percent of any periodic payment due Contractor. The balance, 95 percent of the amount

of payable, less all previous payments shall be certified for payment. Retainage will be retained by the OWNER to final payment.

When the project is 50 percent complete, the OWNER, with written consent of the surety, shall not retain any further retainage from periodic payments due the Contractor if the Contractor continues to perform satisfactorily and any nonconforming work identified in writing prior to that time by the architect, ENGINEER, or OWNER has been corrected by the Contractor and accepted by the architect, ENGINEER or OWNER. If the OWNER determines the Contractors' performance is unsatisfactory, the retainage may be reinstated up to the maximum amount of 5 percent.

8. Payment of the balance due the Contractor shall occur within 30 days of completion of all work covered by this contract, acceptance of same by the OWNER, and the submission of proof to the OWNER of payment in full of all labor and material by the Contractor.

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

10. Indemnification/Limit of Liability: The Contractor shall indemnify and hold harmless the OWNER, its officers, agents, employees and consultants, from and against any and all losses or costs including but not limited to litigation and settlement costs, counsel fees, claims, suits, action, damages, liability, and expenses, occasioned wholly or in part by the Contractor's negligent act(s) or willful omissions or fault or the negligent acts or willful omissions or fault of the Contractor's agents, subcontractors, suppliers, employees, or servants in connection with this agreement, including but not limited to those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay such subcontractors and suppliers, any breach of the agreement and any infringement or violation of any proprietary right (including but not limited to patent, copyright, trademark, service mark and trade secret). The indemnity obligations under this paragraph will survive termination of the agreement.

Dispute resolution shall be resolved in the Superior Court for the County or other political subdivision in which the project is located. The law to be applied is the Laws of the State of North Carolina. In the event the Parties are found to be jointly

at fault for any claim, action, loss or damage that results from their respective obligations under this agreement, the Contractor shall indemnify **County of Duplin** to the extent of the Contractor's fault.

11. Controlling Law: This contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

12. Mediation: Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions and the North Carolina General Statutes. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Harnett County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Use of County Name prohibited: Contractor may not use the name or other identifying characteristic of the County or its employees in any advertisements or promotions.

14. Severance Clause: in the event any provision of this Agreement is adjudged to be unenforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable.

15. Non-appropriation Clause: Contractor acknowledges that OWNER is a governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Contractor's obligations under this contract, then this contract shall automatically expire without penalty to Contractor thirty (30) days after written notice to OWNER of the non- appropriation of public funds.

IN WITNESS WHEREOF, the OWNER and Contractor hereto have executed this Contract on the day and date first above written in four counterparts, be deemed an original Contract.

BY:	BY:
COUNTY OF DUPLIN	**CONTRACTOR'S NAME**
Title	Title
Witness	Witness

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By:_____
Name:
Title:

Executed in quadruple

APPENDIX 'F'
FORMS

THE WILSON GROUP ARCHITECTS
CHANGE ORDER

NO.:_____ DATED_____

GRANT NO: _____ TWG NO: 2421-000

PROJECT: AirPark Entrance Road Signage AIRPORT: Duplin County Airport

OWNER: County of Duplin

CONTRACTOR:_____ ADDRESS: _____

CONTRACT FOR:_____ DATE: _____

TO:_____, (CONTRACTOR)

ORIGINAL CONTRACT AMOUNT	$_____
PREVIOUS CHANGES	$_____
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	$_____
NET (INCREASE) (DECREASE) RESULTING FROM THIS CHANGE ORDER	$_____
CURRENT CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	$_____
NET CONTRACT (INCREASE) (DECREASE) RESULTING FROM THIS CHANGE ORDER	___(WORKING DAYS)
CURRENT CONTRACT TIME INCLUDING THIS CHANGE ORDER	___(WORKING DAYS)

A. The aforementioned change and work affected thereby are subject to all contract stipulations and covenants;
B. The rights of the Owner are not prejudiced; and
C. All claims against the Owner which are incidental to or as a consequence of the aforementioned changes are satisfied.

RECOMMENDED FOR ACCEPTANCE: THE WILSON GROUP ARCHITECTS:

BY:_____ DATE: _____

ACCEPTED BY CONTRACTOR: _____
_____, (CONTRACTOR NAME)

BY:_____ DATE:_____

ACCEPTED BY OWNER:_____, (OWNER NAME)

BY:_____ DATE:_____

APPROVED BY:_____ DATE:_____
TITLE: _____

YOU ARE DIRECTED TO MAKE THE CHANGES NOTED BELOW IN THE SUBJECT CONTRACT:

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
NET ADDITIONS OR DELETIONS			
NET ADDITIONS OR DELETIONS			

REASON FOR CHANGE:

ITEM NO -

ITEM NO -

ITEM NO -

ESTIMATE FOR PARTIAL PAYMENT

No. _____

Grant No. _____ TWG No.: 2421-000

Project Name: New AirPark Entrance Road Signage Airport: Duplin County Airport

Contractor: _____ Contract Date: _____

Contract for: _____

Application Date: _____ Period Ending: _____

Original Contract Price	_____
Net Change Orders	_____
Current Contract Price	_____
Total Amount Earned (Col. 9)	_____
Retained Percentage (_%)	_____
Total Earned Less Retained	_____
Total Previously Approved	_____
Amount Due This Estimate	_____
Total Amount Due	_____

CERTIFICATE OF CONTRACTOR

The undersigned certifies to the best of his knowledge and belief that all items, units, quantities and prices for work and material herein are correct; that all work has been performed and materials supplied in accordance with the terms and conditions of the Construction Contract and all authorized changes thereto; that the above is a true and correct statement of the contract up to and including the last day of the period of the estimate; that all previous payments received from the Owner for work performed under the Construction Contract have been applied to discharge all obligations incurred by the undersigned in connection with work covered by prior estimates for partial payment; and that all materials and equipment incorporated in the above project are free and clear of all liens, security interests and encumbrances.

Contractor: _____ Title: _____

By: _____ Date: _____

CERTIFICATE OF OWNER'S ENGINEERS

I certify that I have verified this Estimate for Partial Payment and that to the best of my knowledge and belief it is a true and correct statement of work performed materials supplied under the Contract.

THE WILSON GROUP ARCHITECTS, CHARLOTTE, NORTH CAROLINA

Resident Observer **Project Engineer**

Name: _____ Name: _____

Date: _____ Date: _____

OWNER'S RECOMMENDATION FOR PAYMENT

Approved and Payment Recommended _____, OWNER

BY: _____ TITLE: _____ DATE: _____

The Wilson Group
Project No.: 2421-000

Duplin County – AirPark Entrance Road Signage
December 18, 2025

OWNER:_____ Sheet_____of_____Sheets

No. And Description of Unit		Contract			Work Done This Period		Work Completed to Date		
Item # (1)	Detailed Estimate (2)	Quantity (3)	Unit Price (4)	Cost Estimate (5)	No. of Units (6)	Amount Earned (7)	No. of Units (8)	Amount Earned (9)	Percent Complete (10)
Totals									

The Wilson Group
Project No.: 2421-000

Duplin County – AirPark Entrance Road Signage
December 18, 2025

SALES TAX REPORT
CONTRACTOR:_____ **REPORTING PERIOD:**_____ Sheet_____of_____Sheets
PROJECT NAME: New AirPark Entrance Road Signage **GRANT #:**_____ **AIRPORT:** Duplin County Airport

						Sales Tax this Period		
Invoice No.	Invoice Date	Vendor's Name	Vendor's County	Total Invoice Amount	Pre-Tax Invoice Amount	State Tax	County Tax	Total Tax
		Total Sales Tax This Period						

				Cumulative Sales Tax To Date, Including This Period		
Vendor's Name	Vendor's County	Cumulative Amount of Invoices	Cumulative of Pre-Tax Amount	Cumulative State Tax	Cumulative County Tax	Cumulative Tax
	Total Cumulative Sales Tax					

Certification:
I certify that the above figures only includes those building materials, supplies, fixtures and equipment which actually became a part of or annexed to the building or structure, or finished product. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

_____ Sworn To & Subscribed Before Me
(Firm Name) This The_____Day of_____.

_____
(Signature) _____
(Notary Public) (Seal)

_____
(Title) _____County, North Carolina
My Commission Expires: _____

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AV-509/AV-510 DBE/MBE/WBE/HUB VENDOR COMMITMENTS/AWARDS/PAYMENTS

AIRPORT NAME: Duplin County Airport – New AirPark Entrance Road Signage

CONTRACTOR PAY REQUEST #: _____

WBS #: _____

FINAL ☐

Instructions: Select the Final button if this is the last payment for this project. If any percentages are not 100%, then also submit an AV-514. The % column includes total payment, including the current payment to meet the goal.

Payor Name	SAP Payor Report ID	Vendor / Sub Name	SAP Vendor / Sub Report ID	Awards and Billings				Date Paid to Vendor / Sub this Invoice	%
				Committed Award ($) AV-509	Total Prior Payments ($) (AV-510)	Current Payment ($)	Total ($)		
							$ 0.00		0%
							$ 0.00		0%
							$ 0.00		0%
							$ 0.00		0%
							$ 0.00		0%
							$ 0.00		0%
							$ 0.00		0%
							$ 0.00		0%
							$ 0.00		0%
							$ 0.00		0%
							$ 0.00		0%
			TOTALS	$ 0.00	$ 0.00	$ 0.00	$ 0.00		0%

PAYOR NAME:

PAYOR SIGNATURE:

DATE SIGNED:

SPONSOR NAME:

SPONSOR SIGNATURE:

DATE SIGNED:

Notes:

(AV-509/AV-510) (10/18) Form must be complete in order to be processed. Incomplete forms will be returned which will delay reimbursement request.
For SAP Payor Report ID and SAP Vendor/Sub Report ID, please go to https://www.ebs.nc.gov/VendorDirectory/default.html to verify IDs.

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER ☐
ENGINEER ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

PROJECT (Name and Address): Duplin County AirPark – New Entrance Road Signage
Duplin County Airport
Kenansville, North Carolina

TO (Owner):

Architect's Project No.: 2421-000
Grant No.: _____
Contract for: County of Duplin
Contract Date: _____

CONTRACTOR: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (insert name and address of Surety Company here)

_____
_____
_____ , Surety Company

on bond of (here insert name and address of Contractor)

_____
_____
_____ , Contractor

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of its obligations to (here insert name and address of Owner)

_____
_____
_____ , Owner

as set forth in the said Surety Company's bond. IN

WITNESS WHEREOF,

the Surety Company has hereunto set its hand this_____day of_____20___.

Surety Company
Signature of Authorized Representative

Attest:
(Seal):

_____
Title

The Wilson Group
Project No.: 2421-000

Duplin County – AirPark Entrance Road Signage
December 18, 2025

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by_____to furnish labor and materials for_____work, under a contract_____for the improvement of property described as_____in the City of _____, County of_____, State of North Carolina, of which _____ is the Owner.

NOW, THEREFORE, this_____day of_____, 20 ____ for and in consideration of the sum of _____ Dollars ($_____) paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due to become due from the owner, on account of labor, services, materials, fixtures, apparatus of machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(SEAL) _____
CONTRACTOR (Name of sole ownership, corporation or partnership)

(SEAL) _____
(Signature of Authorized Representative)

(Affix corporate seal here) _____
TITLE

The Wilson Group
Project No.: 2421-000

Duplin County – AirPark Entrance Road Signage
December 18, 2025

AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

OWNER ☐
ENGINEER ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner):

Engineer's Project No.: 2421-000
Grant No.: _____
Contract for: County of Duplin
Contract Date: _____

PROJECT (Name and Address): New AirPark Entrance Road Signage
Duplin County Airport
260 Airport Rd, Kenansville, North Carolina, 28349

State of: _____
County of: _____

The undersigned, pursuant to the General Conditions of the Contract for Construction, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

CONTRACTOR: _____
Address: _____
_____
_____

BY: _____

Subscribed and sworn to before me this_____day of_____20____.

Notary Public: _____

My Commission Expires: _____

(Seal)

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

DIVISION OF AVIATION

DBE/MBE/WBE REPLACEMENT REQUEST FORM

The North Carolina Department of Transportation (NCDOT) is committed to the participation of Disadvantaged, Minority and Women Business Enterprises (DBE/MBE/WBE), in contracting opportunities in accordance with 49 Code of Federal Regulations (CFR). It is the policy of NCDOT to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of the contacts.

In accordance with the Special Provisions the Contractor shall not terminate a committed DBE/MBE/WBE subcontractor for the convenience or perform the work with its own forces or those of an affiliate. Reasonable methods to resolve performance disputes must be applied. The contractor must demonstrate reasonable efforts to replace a committed DBE/MBE/WBE firm that does not perform as intended with another committed **DBE/MBE/WBE** firm. Replacement of a DBE without written approval from NCDOT is a violation of contract provisions and may result in the Contractor being disqualified from bidding for a period of up to 6 months.

NCDOT Contract / Project Number: _____

DBE/MBE/WBE being replaced: _____

Explanation for Replacement:

Subcontract Amount: _____

Amount of Subcontract Remaining: _____

Line Items:

If a DBE/MBE/WBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor will make good faith efforts to find another DBE/MBE/WBE subcontractor to substitute for the original DBE/MBE/WBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as DBE/MBE/WBE that was terminated, to the extent needed to meet the contract goal established for the project.

Replacement Contractor: _____

Is this a NCDOT Certified DBE/MBE/WBE contractor? Yes☐ No☐

By signing this document, the Contractors and Resident Engineer who is the designated representative of NCDOT, concurs with the process of replacing the named DBE/MBE/WBE subcontractor.

Prime Contractor Signature **Date**

DBE Contractor Signature **Date**

(AV-512) (02/16)

INSTRUCTION FOR SUBMITTAL OF DBE/MBE/WBE REPLACEMENT REQUEST FORM

(IN ADDITION TO SUBMITTING THIS FORM, THE CONTRACT ADMINISTRATOR MUST MAKE SURE THE FOLLOWING ADDITIONAL STEPS ARE SATISFIED.)

1. *Prior to starting the replacement process, the prime contractor is responsible for coordinating with the DBE/MBE/WBE subcontractor to see if they are willing and able to perform the work as indicated in their contract.*

2. *If the DBE/MBE/WBE subcontractor cannot perform the work, the Contract Administrator will coordinate with the State Contractor Utilization Engineer to begin the DBE/MBE/WBE replacement process. The State Contractor Utilization Engineer will work with the Business Opportunity and Workforce Development Unit.*

3. *The Contract Administrator will make sure the Prime Contractor has submitted all supporting documentation for DBE/MBE/WBE replacement. Letters, emails or any other correspondence between the Prime Contractor, the DBE/MBE/WBE subcontractor, and the Contract Administrator will be considered supporting documentation. This documentation must provide valid reason(s) for replacement (i.e. performance issues, no longer in business). Prime Contractors cannot replace for convenience or perform the work with its own forces or those of an affiliate.*

4. *The Contract Administrator will make sure the DBE/MBE/WBE subcontractor has been notified and is aware of the replacement requests.*

5. *If the Prime Contractor is given approval by the Contract Administrator to replace a DBE/MBE/WBE subcontractor, the Contract Administrator will submit all documentation of Good Faith required of the Prime Contractor (Phone logs, emails, any other documentation to support a Good Faith Effort) to the State Contractor Utilization Engineer. The Prime Contractor shall be made aware that he/she needs to make a Good Faith Effort to replace a DBE with a DBE on federal contracts. On state funded contracts Good Faith Efforts shall be made to replace a MBE with a MBE, and a WBE with a WBE.*

6. *Signature lines on form: Ideally, the form should contain the signature of the original DBE/MBE/WBE subcontractor. However, if this is not possible (i.e. the DBE/MBE/WBE will not sign), then documentation supporting the decision and acknowledgement of the reasons for replacement by the DBE/MBE/WBE subcontractor should be attached.*

7. *A copy of the replacement documentation and the form should be sent to the State Contractor Utilization Engineer in the Contractual Services Unit.*

SECTION 002315 – BIDDER'S REQUEST FOR INFORMATION FORM

Instructions: *Requests for Information are accepted from Prime Bidders only. Subcontractors and Suppliers must submit Requests through a Prime Bidder. Bidders are required to complete this form and submit it no later than* ***5:00 PM (local time), Wednesday, December 31, 2025****. Please complete all sections below and email form to travis@twgarchitects.com.*

Architect's response will be issued by formal Addendum.

Date:	
Requested by (Name):	
Email:	
Phone:	
Company Name:	
Related Specification Section & Paragraph #:	
Related Drawing & Detail #:	
Bidder's Inquiry (incomplete inquiries will not be considered):	

END OF SECTION 002315

SECTION 002615 – BIDDER'S SUBSTITUTION REQUEST FORM

Instructions: *Requests for Substitution are accepted from Prime Bidders only. Subcontractors and Suppliers must submit Requests through a Prime Bidder. Bidders are required to complete this form and provide required attachments and submit it no later than* ***5:00 PM (local time), Wednesday, December 31, 2025****. Please complete all sections below and email form to travis@twgarchitects.com.*

Architect's response will be issued by formal Addendum. Incomplete submittals will not be considered.

Date:	
Requested by (Name):	
Email:	
Phone:	
Company Name:	
Related Specification Section & Paragraph #:	
Specified product / Fabrication Method:	
Proposed Product / Fabrication Method:	
Required information for **Proposed** Product:	• Point by Point Comparative Product Data • Tests • Reports • Fabrication Drawings • Samples (Where applicable)
List of Related Changes / Modifications:	
Differences between proposed substitution and specified product:	
Proposed product / fabrication method affects other parts of the Work:	___ No ___ Yes: explain:
Undersigned certifies:	• Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product as utilized for this project, except as noted herein. • Qualifications of manufacturer, installer, and other specified parties

	meet the specified qualifications. • Same special warranty will be furnished for proposed substitution as for specified product. • Same maintenance service and source for replacement parts, as applicable, is available as that specified. • Proposed substation does not affect dimensions and functional clearances, except as noted herein.
For the Bidder:	_____ Bidder Company Name: _____ Submitted by Name (print): _____ Signed: _____ Date:
For the Manufacturer:	_____ Manufacturer Company Name: _____ Submitted by Name (print): _____ Signed: _____ Date:

END OF SECTION 002615

PROJECT SPECIAL PROVISIONS

PROJECT SPECIAL PROVISIONS

PSP-1 INTERPRETATION OR CLARIFICATION OF BIDDING DOCUMENTS

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request for clarification and forward the same to the appropriate address below. Requests sent via e-mail are preferred, but not required. Spoken questions will not be answered; only written questions will be answered. Any interpretation, correction or change of the Bidding Documents will be made only by Addenda. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes. Substitution requests submitted prior to the Contract being awarded will be considered Pre-contract Substitution Requests and must be submitted in accordance section 016000 of the Technical Specifications.

The deadline for receipt of written requests for clarifications and Pre-contract Substitution Requests shall be December 31, 2025. Use Forms 002315 Bidder's Request for Information and 002615 Bidder's Substitution Request found in the Project Manual.

PSP-2 QUALIFICATION CRITERIA

Per Specification Section 20-02, each bidder shall submit "evidence of competency" and "evidence of financial responsibility" as indicated in Section 20-02 to the OWNER at the bid opening. Evaluation will be limited to the specific office of the Contractor that is proposed to perform the work. Use AIA Form A305 with supplemental documentation as indicated below and in the checklist in the proposal form. The following information must be submitted with the bid:

A. Bidders must document and demonstrate the following to the satisfaction of the OWNER:

1. Proper license under the North Carolina State laws governing their respective trade(s).
   a. Prime Contractors shall hold Unlimited Building License or Unlimited Unclassified License (having passed the Building qualification).
   b. Provide photocopy with submission.
   c. NCDOT Prequalification Status and applicable work codes
2. Capacity to provide 100% Performance Bond, Labor and Material Payment Bond, with a corporate surety authorized to transact business in the Project State, and Insurance in a form acceptable to the OWNER. See Appendix E for form of bond and see PSP-32 for insurance requirements. Provide certified letter from Bonding and Insurance Companies stating intent to provide bonding and insurance for the project.
3. Applicable experience of firm including the following:
   a. Experience of Firm: The firm shall provide a record of project completions, credit report, record judgment claims, current and past arbitration proceedings and suits pending or outstanding acceptable to the OWNER. Firms shall provide a general description, including the square footage and cost to construct, of projects listed.

   b. Experience of Firm Officers: The firm officers shall have personal record of project completion acceptable to the OWNER. Provide names of personnel and their positions that will be assigned to this project.
   c. Experience of project and field management staff to be committed by the Bidder to carry out the Work:

      The assigned Project Manager must have successfully completed a minimum of 3 projects of similar type, quality, and scope.

      The assigned Field Superintendent must each have successfully completed a minimum of 3 projects of similar type, quality, and scope.

      (1) For purposes of this submittal, reference to "key individuals" as described in the Contractor's Qualification Statement shall be understood to mean the Principal in Charge, the Project Manager(s), and the project field superintendent(s) committed by the Bidder to carry out the Work of this Project. Bidder by submitting qualifications of key individuals agrees that OWNER reserves the right to approve or reject subsequent reassignment of these individuals.

      (2) For purposes of this submittal, "successful completion" shall be understood to mean completion of the Project within the project schedule and budget. Provide additional information indicating reasons and results why any referenced project did not meet project schedule and project budget.

   d. For purposes of this Qualification, "similar project" shall be understood to include the following project elements:

      1) Foundation system;
      2) Frame construction;
      3) Type - Size of project;
      4) Scope of complexity of project.

4. Adequate financial resources, including ability to secure materials and labor necessary for completion of the Work and other work in hand, within the anticipated contract times, and reflecting the anticipated retainage from progress payments, in view of other contracted work.
5. Work capacity, such that the Bidder demonstrates adequate work under contract to continue its business operations at least at their current level, at the same time indicating the capability to carry out the OWNER's proposed work.
6. Adequate organization to complete work of the scope anticipated, including firm management, project management, field superintendent, and field engineering and quality control.
7. Acceptable past performance as indicated by reference, including ability to meet contract time and monitor, manage, and communicate interim scheduling requirements, to carry out required quality control activities, to resolve construction claims and disputes, to properly prepare interim and final payment requests, and to successfully complete project closeout requirements.

B. The OWNER may make such investigation as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the OWNER all such information for this purpose as the OWNER may request. The OWNER reserves the right to withhold qualification if the evidence submitted by or investigation of such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the proposed Project. The determination of which bidders are Qualified is not protestable, except as allowed by law.

C. The Qualification Submittal and data contained therein is considered privileged and confidential and will not be disclosed to any outside party except as required by law.

D. Evaluations by the OWNER will be confidential.

E. The OWNER may deny Qualification if it finds one or more of the following:

1. The Bidder does not have proper or adequate license to perform Work.
2. The Bidder does not have sufficient financial ability to perform Work.
3. The Bidder does not have the appropriate experience to perform the Work, including but not limited to, having met the experience criteria set forth herein.
4. The Bidder or any officer, director, or owner thereof has had judgments entered against him within the past 5 years for the breach of contracts for governmental or nongovernmental construction work including, but not limited to, design-build or construction management contracts.
5. The Bidder has been in substantial non-compliance with the terms and conditions of prior construction with the OWNER, or in documented substantial non- compliance with the terms and conditions prior to construction with another public body without good cause.
6. The Bidder or any officer, director, owner, or chief financial official thereof has been convicted within the past 10 years of a crime related to governmental or nongovernmental construction or contracting.
7. The Bidder or any officer, director, or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state, or agency of the federal government.
8. The Bidder failed to provide to the public body in a timely manner any information required by the public body relevant to E.1 through 7 above.
9. The Bidder provides false, non-responsive, misleading, or incomplete information for items required herein.

PSP-4 GENERAL REQUIREMENTS - SCHEDULE OF WORK

It is the intent of the Owner and these specifications that the Harnett Regional Jetport will remain open to air traffic, during the work accomplished under this project. ***The Contractor will be required to submit for approval a detailed Schedule of Work to the ENGINEER seven days prior to the Preconstruction Conference***. After the ENGINEER approves the progress schedule, the Contractor will be required to follow the approved schedule of work unless deviations therefrom are approved by the ENGINEER.

The Contractor's attention is directed to the following requirements in developing his Schedule of Work:

1. The purpose of the Schedule of Work is to assure a safe area of operation for the Contractor and Airport traffic, to coordinate the efforts of various Contractors, to assure maintenance of traffic on the runways and taxiways adjacent to the construction area, and to assure performance of the construction in an acceptable manner and time frame.

2. The Contractor shall develop a detailed schedule for all work areas to ensure that construction can be completed within the time allotted. Many of the work items will have to be constructed simultaneously.

3. There may be more than one Contractor working at the Duplin County Airport performing construction simultaneously. The Contractor will be required to coordinate all work with the ENGINEER to minimize conflicts with other Contractors.

4. The Contractor shall make his own estimate of the difficulties involved in arranging the work to comply with the above requirements and shall not claim any added compensation by reason of delay or increased cost due to these requirements.

5. The schedule shall include, but is not limited to, approximate dates and exact time intervals for performing each work task, sub-schedules for shop drawing submittals, review times, procurement schedules, and delivery dates.

6. If Contractor utilizes cranes, bucket trucks, or other equipment exceeding 25' in height, Contractor is responsible for filing a "Notice of Proposed Construction" (Form 7460) with FAA review and approval prior to erecting the equipment. **In order to avoid delaying the start of the work, Contractor shall submit 7460 within 14 days of notice of contract award.** Contractor should allow at least 45 days for FAA review. The notice may be filed on-line; detailed instructions can be found on the FAA website: https://oeaaa.faa.gov/oeaaa/external/portal.jsp.

   FAA may require tall equipment to be lighted and flagged. Any tall equipment used for the project shall be lowered when not in use. Equipment over 25' cannot be utilized until such time as FAA has completed their review and determined that the proposed equipment does not pose a hazard to air navigation.

7. Except where otherwise specified, work shall be allowed during daylight hours only in all work areas.

8. Due to the tight project schedule for each phase of the selected Schedule, the Contractor may be required to perform certain items prior to the actual beginning of construction. These items include mobilization of equipment and materials; setting up staging areas; and preliminary survey work. The surveyor will be required to work under radio control with the Airport. The surveyor may be required to abandon or vacate his position if instructed by Airport. No additional compensation will be considered if Contractor cannot work or must stop work due to movement of aircraft or weather conditions which may prohibit or prevent completion of preliminary survey work.

PSP-5 CONTRACT TIME AND LIQUIDATED DAMAGES

Substantial Completion by 5/3/2026.
Final Completion by 6/3/2026.

It is the intent of the Owner that the Notice to Proceed (NTP) will be issued no later than February 3, 2026 ~~and Final Completion of work is no later than April 3, 2026.~~ The term "Final Completion" shall mean that all punch list items have been satisfactorily addressed and the work is ready for final acceptance by the Owner. Liquidated Damages will be assessed in the event that the Contractor fails to achieve project Final Completion within the specified Contract Time (including any adjustments thereto) in the amount of $250.00 (Two Hundred Fifty Dollars) per each calendar day that expires after the time specified. ~~The liquidated damages are minimum amounts that will be assessed. All actual cost associated with the Contractor's failure to complete specified work items within the time allotted, will be passed on to the Contractor.~~

PSP-6 ADJUSTMENT OF CONTRACT TIME

Contract time for this project may be adjusted only by change order, when requested by the Contractor in writing and approved by the ENGINEER and Owner, for reasons outside of the Contractor's control, as follows:

a. Strikes, lockouts, or other labor actions which delay delivery of critical materials or performance of critical segments of work.

b. Natural disasters affecting the project site.

c. Excessive rainfall during an entire calendar month, defined as total number of days with more than 0.1" of rainfall in excess of the normal number of such days for that calendar month. Normal values for Duplin County shall be taken as published by the NOAA as shown below.

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
7	6	6	6	7	7	9	7	5	4	5	6

d. Extreme low temperatures, defined as the average daily temperatures falling below the the normal average daily temperature for that date and below the minimum allowable temperature specified for a critical component of the work, for 15 days or more in a calendar month. Average daily temperature and normal average daily temperature values shall be as reported by the National Weather Services, the Southeast Regional Climate Center, or other reliable source provided by the Contractor and acceptable to the ENGINEER.

e. Suspension of the work as ordered by the ENGINEER or Owner.

f. Delays in critical work by others.

g. Significant additions to the scope of work.

Time extension will not be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where work is performed.

Daily weather logs shall be kept on the job site by the Contractor reflecting the effect of the weather on progress of the work and initialed by the ENGINEER's representative. Time extensions for weather delays do not entitle the Contractor to "extended overhead" recovery.

The Contractor shall bear the burden of proof that a delay has been caused by factors outside his control, shall clearly demonstrate how the delay impacts the critical path of the work as shown on his work schedule as last revised, and shall demonstrate that he has made reasonable and prudent efforts to overcome the impact of the delay on the critical path.

Refer also to Section 80 of the General Conditions.

PSP-7 NOTAMS

a. The Airport Management will issue the necessary NOTAMS to reflect hazardous conditions. It is important that NOTAMS be kept current and reflect the actual conditions with respect to construction situations. Active NOTAMS shall be reviewed periodically and revised to reflect the current conditions.

b. Inspection - Frequent inspections may be made by the Airport Management during critical phases of the work to ensure that the Contractor is following the recommended safety procedures.

PSP-8 NIGHTTIME CONSTRUCTION OPERATIONS

No nighttime construction operations will be allowed for this project.

PSP-9 AIRPORT SAFETY PLAN AND PHASING PLAN

This project involves construction on Airport property at the Duplin County Airport. The Airport is open on a 24-hour, seven day per week basis, and is used by a variety of aircraft types, including jets and helicopters. The purpose of the Airport Safety Plan and Phasing Plan is to establish requirements intended to assure the safety of the public, aircraft operations, and construction operations on the Airport. The Contractor shall be responsible for implementation and compliance with the requirements of the Plans. No separate measurement or payment will be made for labor, equipment or materials required to implement the Safety Plan. All costs shall be included in the lump sum bid price for Mobilization.

The Contractor shall provide initial and continuing instructions to all supervisors, employees, subcontractors, and suppliers to enable them to conduct their work in a manner that will provide the maximum safety with the least hindrance to air and ground traffic, the general public, Airport employees, and to the workmen employed on the site. All safety provisions specified by the plans and documents or received from the ENGINEER, and those required by laws, codes, and

ordinances, shall be thoroughly disseminated, and enforced by Contractor.

Contractor is responsible for providing such barricades, fencing, warning signs and other measures as required to identify construction areas to the public and to protect the public from hazards.

The Contractor shall conduct his operations in such a manner as to assure that such operations do not impede access to any area of the Airport at any time for fire fighting vehicles and other emergency vehicles. The Contractor shall cooperate fully and immediately with any directives issued by Airport or emergency service/fire personnel relative to emergency access.

PSP-10 AIRPORT ENTRY AND DEPARTURE PROCEDURES

The Contractor shall coordinate ingress-egress requirements with the Airport Management and Resident Project Representative. All open gates to secured Airport areas shall be monitored by Contractor's personnel to control access to secured area and shall be closed and locked at the end of each day's operation. Contractor personnel shall not allow any unauthorized personnel to enter through construction gates All construction vehicles must be cleared for access by the Airport Management and Resident Project Representative. Personal cars shall be parked outside of secured airfield areas. All vehicles operating in active air operation areas shall be lighted or flagged in accordance with FAA Advisory Circular 150/5370-2G. Copies of the Advisory Circular will be made available upon request.

PSP-11 EMERGENCY VEHICLE ACCESS

The Contractor shall conduct his operations in such a manner as to assure that such operations do not impede access to any area of the airfield at any time for emergency vehicles. The Contractor shall cooperate fully and immediately with any directive issued by Airport Management relative to emergency access.

PSP-12 CONSTRUCTION GENERAL REQUIREMENTS AND ACCESS

The Contractor shall use equipment and construction methods appropriate for each work area. All debris shall be removed from the project area and disposed of off Airport property or project site at a properly permitted site. It will be the responsibility of the Contractor to obtain all necessary permits and coordinate all activities with the appropriate agencies for disposal of debris and for traffic control on public roadways. The Contractor will be responsible for cleaning up and removing all debris at the completion of the project. All disturbed areas shall be smooth graded, seeded, and mulched. No ruts, depressions, holes, etc., will be allowed to be left on site.

Access roads to be used under this Contract shall be those designated and approved by the ENGINEER. In general, the Contractor shall confine his equipment and hauling where practical to existing roads and limit equipment traffic on Airport Road. If existing pavement or road surface is damaged by the Contractor's hauling operations, it shall be repaired to its original condition at the Contractor's expense. Where existing road does not exist, the Contractor will be required to construct and maintain access road to be utilized for the project. The Contractor will be responsible for determining the materials and construction effort necessary to complete the access road required for the project. Proposed access roads constructed across turfed areas shall be repaired, scarified, seeded, mulched, and fertilized at the Contractor's expense. Metal track

vehicles will not be permitted to operate on or across existing pavement without protective matting to prevent marring of the pavement surface. All costs associated with supplying, constructing, maintaining and repairing existing Airport Road shall be included in the lump sum price bid for "Mobilization."

PSP-13 SUPERINTENDENT / FOREMAN EXPERIENCE

The Superintendent / Foreman on the project responsible for each major work element shall be able to demonstrate experience with similar work.

PSP-14 CONSTRUCTION LAYOUT AND CONTROL

The ENGINEER shall furnish control points for horizontal control and benchmarks for vertical control as shown on the plans. It shall be the Contractor's responsibility to lay out the work from these points and to provide all other measurements to ensure positive horizontal and vertical control of the work. All survey work shall be performed under the supervision of a Registered Land Surveyor or a Registered Professional Engineer, in the State of North Carolina and shall be sealed.

The Contractor will be required to reference and maintain all control points and establish temporary benchmarks as required. Contractor will be required to reinstall control points as required during the project.

During the initial Mobilization, the Contractor shall verify by survey all control points provided for project as shown on plans, including tying the project control network to the PACS and SACS. This work shall be performed by a Registered Land Surveyor and shall be considered part of "preliminary survey work". The Contractor shall immediately notify the ENGINEER of any discrepancies in the control network between the information shown on the Plan sheets and his survey. The Contractor shall provide survey notes or data files from verification survey to ENGINEER for review prior to beginning work. The Contractor shall verify in writing his acceptance of the existing survey prior to utilizing.

See Specification Section 50-07 CONSTRUCTION LAYOUT AND STAKES for specific requirements for verification of survey and layout.

As described here and contained in the individual specifications, the following topographic/drainage surveys shall be performed by the Contractor as required for documentation of grade control, quantities, and for as constructed drawings.

1. Top of Existing Ground/ Pavement
2. Top of Stripped Ground.
3. Areas of Undercut.
4. Top of Subgrade
5. Top of Aggregate Base Course.
6. Top of Proposed Final Ground (Required for Project Record Documents).
7. Top of Proposed Bituminous Surface Course (Required for Project Record Documents).

The Contractor shall provide the ENGINEER one (1) set of the survey notes or data files (AutoCAD 2019 format), point files, and plotted topographic maps for all surveys. The maps shall be plotted at a scale acceptable to the ENGINEER and shall be based on elevation shots taken at intervals not exceeding 50 foot stations. All sections for all surfaces shall be taken at same interval and location based established and referenced centerline stationing. Survey notes shall be in a format that is easily read and contain station, offsets, and elevations based on the established project baseline. All costs for performing these surveys shall be included in the price bid for the item which it pertains.

The Contractor will be allowed to complete initial layout and topographic surveys prior to the Notice to Proceed for beginning construction. The Contractor will be required to schedule the survey work in advance with the ENGINEER, who shall coordinate with the Airport Management. The Contractor shall provide a minimum 48-hour advance notice. All survey work shall be completed in accordance with the requirements of the Project Safety Plan, local airfield rules and regulations, and directives from Airfield Management.

PSP-15 AS-CONSTRUCTED DRAWING

The Contractor shall provide a sealed final as constructed topographic survey for the project (see requirements below). The as constructed drawing shall be provided in hard copy and electronic drawing format. The electronic drawing shall be in AutoCAD 2019 format. The survey must be provided to the ENGINEER for review and will be used to calculate and measure applicable quantities for payment as required in the Technical Specifications. The as constructed drawing shall be provided within seven (7) days of project completion and prior to the final inspection.

As-Constructed Survey Requirements:

1. The Contractor shall provide an "As-Constructed" survey drawing prepared and certified by a Licensed North Carolina Public Land Surveyor.

2. The drawing shall provide final contours shown over the entire site at the same contour interval as shown on the plans. The electronic version shall provide the capability to depict the final contours and/or the spot elevations used to develop the as constructed drawing.

3. The drawing shall include grades and contours for all ditches and basins. Cross sections shall include ditch bottom elevations, top of bank elevations, and elevations 10 foot each side of top of bank. The ditch and basin survey shall also show contours, top and bottom of bank, bottom width, and the side slopes of the ditch and basins.

4. Provide elevations and dimensions of all structures, including pipe and orifice sizes, inverts diameters, weir elevations and dimensions, riser elevations and dimensions, top of structure elevations and dimensions, and locations and inverts for all pipes.

5. Provide drainage pipes size, material, length, slope, and invert elevations.

6. Provide location for all new conduits, new overhead lights, new duct locations, and home run locations.

7. Survey shall include cross sections of the final surface course and grades taken at a minimum of 50-foot longitudinal spacings and at all longitudinal grade breaks. Minimum cross section grade points shall include the grade at centerline, at joint

   lines, at grade breaks, and at edges of pavement (on/off pavement). Shots in grassed areas shall not exceed 25' transverse spacing.

8. Provide an AutoCAD digital drawing and PDF file of the as-built drawing on NC State Plan Coordinate System NAD 83 Datum. The AutoCAD drawing file shall be in AutoCAD 2019 format. The Drawings shall be signed and sealed by a Registered Surveyor in the State of North Carolina.

All survey work must be tied to the Primary Airport Control Station (PACS) and the project baseline. Ties and monuments shall be shown on record drawings.

PSP-16 PROTECTION OF EXISTING FACILITIES

All existing facilities, structures, and utilities to remain will be carefully protected by the Contractor (See also PSP-17). Any facilities damaged by the Contractor will be repaired immediately and restored to original condition at Contractor's cost. All lights, signs, and paved/concrete surfaces to remain shall be protected during grading, paving, and seeding and mulching operations by suitable means.

PSP-17 PROTECTION OF CABLES, CONTROLS, NAVAIDS, AND UTILITITES

1. The Contractor is hereby informed that there are installed on the Airport airfield lighting, fiber optic, telephone, and other electric power cables serving other facilities. Such airfield lighting and other electric cables must be fully protected during the entire construction time. Work under this Contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time, which approval is subject to withdrawal at any time because of changes in the weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason as determined by the ENGINEER acting under the orders and instructions of the Airport Management. Any instructions to this Contractor to clear any given area, at any time, by the ENGINEER or the Airport Management, shall be immediately executed. Construction work will be commenced in the cleared area only when additional instructions are issued by the proper authorities.

2. Power and control cables leading to and from any airfield facilities will be marked in the field by the Contractor, before any work in the general vicinity is started. Thereafter, through the entire time of this construction, they shall be protected from any possible damage, including crossing with unauthorized equipment, etc. All known facilities and buried cables, and the approximate location thereof in the construction area, are shown on the plans.

3. These special provisions intend to make perfectly clear the need for protection of airfield lighting and other facilities and cables by this Contractor at all times.

4. The Contractor shall immediately repair, with identical material by skilled workmen, any underground cables serving Airport facilities which are damaged by his workmen, equipment or work. Prior approval of the ENGINEER or of the representative designated by the Airport

Management must be obtained for the materials, workmen,

time of day or night, method of repairs, for any temporary or permanent repairs the Contractor proposes to make to any other Airport facilities and cables damaged by this Contractor.

PSP-18 STOCKPILE/ MATERIAL HANDLING REQUIREMENTS

Location of stockpile areas shall be as shown on the plans and coordinated with and approved by the Owner. Stockpiles shall be neat in appearance and should be piled to a maximum height of eight feet. The Contractor will be required to manipulate and push up stockpiled materials as required, to promptly remove stockpiled waste materials from site for proper disposal to minimize stockpile ground areas, and to maintain piles in a neat and orderly fashion. When stockpiles are installed outside the limits of disturbance shown on the Plans, temporary silt fence shall be installed at the base of the stockpile on the downstream side of all stockpiles. There shall be no separate payment for multiple handling of materials by Contractor. See Plans for proposed location of stockpile areas and details for temporary silt fence installation.

PSP-19 DISPOSAL OF SOIL AND DEBRIS

The Contractor shall promptly dispose of concrete debris, excess or unsuitable soil, silt excavation, debris from pipe and structure removal, pavement removal, and other debris off Airport property in a properly permitted location in accordance with applicable laws and regulations. All costs for offsite disposal shall be included in the bid costs for the related items bid upon.

PSP-20 MATERIAL MANIPULATION

The specifications for P-152, Excavation and Embankment and P-209 Crushed Aggregate Base Course require that these materials be compacted within specific limits of optimum moisture content. The Contractor shall be responsible for all efforts necessary to adjust the moisture content of soil materials in order to achieve stability and specified compaction. This includes but is not limited to proactive control of surface runoff and groundwater, soil drying efforts (spreading, scarifying, etc.) and watering. Soils which are found to be wet of optimum will not be considered unsuitable. All costs for soil moisture conditioning shall be incidental to the prices of items of work bid upon.

PSP-21 DEWATERING AND EXCAVATION SUPPORT

The Contractor may encounter wet conditions during excavation and removal and demolition of existing drainage system and structures and installation of new drainage system and structures. Wet conditions may include existence of water in excavations and the existing pipe systems. Wet conditions may also result in instable soil conditions during construction. The methods used for dewatering and excavation support are at the Contractor's discretion including well pointing, temporarily plugging, and pumping the existing drainage system or other selected methods. All costs for dewatering and excavation support including required equipment, materials, preparation, and installation of these materials, and for all labor, tools, and incidentals necessary to complete these tasks shall be included in the costs of items of work bid upon.

PSP-22 DUST CONTROL

It is the intent of these specifications that the Contractor will, by watering, chemicals, vegetation, or other means, prevent the occurrence of dust which will be objectionable to the Airport or the residents of the area or violate existing laws or regulation or cause hazards to air traffic.

PSP-23 (NOT USED)

PSP-24 GROUND COVER REQUIREMENTS

Pursuant to General Permit – NCG 010000:

All perimeter dikes, swales, ditches, perimeter slopes, and all slopes steeper than 3 horizontal to 1 vertical (3:1) shall be provided temporary or permanent stabilization with ground cover as soon as practicable but in any event within 7 calendar days from the last land-disturbing activity. All other disturbed areas shall be provided temporary or permanent stabilization with ground cover as soon as practicable but in any event within 14 calendar days from the last land-disturbing activity.

Provisions for permanent ground cover sufficient to restrain erosion must be accomplished for all disturbed areas within 15 working days or 90 calendar days (whichever is shorter) following completion of construction or development.

PSP-25 TESTING – GENERAL

All testing required by the Contract specifications for acceptance of the work (except as noted in the individual specification sections and as explained below) will be initiated by

the ENGINEER with the full cooperation of the Contractor. Quality assurance testing will be scheduled after the Contractor confirms to the ENGINEER that an area is ready for testing. **NOTE:** ***Contractor is responsible for his own quality control testing and is not to request quality assurance testing until he has satisfied himself that the materials are ready for such testing. The Contractor will be required to pay for all retests of failing quality assurance tests taken throughout the project which are performed by the testing laboratory after the ENGINEER has been notified by the Contractor that the item is ready for testing.*** An independent QA testing laboratory will be used on the project, which laboratory technicians will be under the direction of the Resident Project Representative. There is no cost to the Contractor for QA testing under this heading (except as noted in the individual specifications section and as explained above). Testing to be completed during construction is indicated for each bid item in the individual sections.

The Contractor will be required, at his expense, to furnish proposed job mix formulas for the bituminous pavement and structural concrete to the ENGINEER for his approval at least thirty (30) days prior to the proposed date for use. The Contractor may be requested to submit the necessary materials to the designated laboratory for verification and will be required to furnish all required test data, graphs, etc., as required and specified in the item specifications. The cost for the materials and delivery of these items shall be included in the unit costs for the applicable items under this Contract.

The Contractor will also be required to furnish a nuclear density gauge for use on this project during paving. This gauge shall be operated by a trained laboratory technician to provide for continuous monitoring of paving operations and their conformance with the specifications. The cost of furnishing the nuclear density gauge and trained laboratory technician shall be borne by the Contractor. The nuclear gauge is to be used by the Contractor as an aid in construction operations; the Owner will not use nuclear gauge test results to determine acceptance and/or rejection of the bituminous pavement.

PSP-26 SHOP DRAWINGS

The Contractor is responsible for the preparation of detailed shop drawings and data submittals necessary for the fabrication, erection, and construction of all parts of the work in conformity with the Contract Documents. ***Six (6) copies of shop drawings or a digital scanned copy submitted by email shall be submitted to the ENGINEER in accordance with the procedures herein described.***

"Shop Drawings", wherever referred to, shall be defined as drawings, diagrams, illustrations, schedules, catalog cuts, performance charts, brochures, and other data prepared by the Contractor or any Subcontractor, Manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated and/or installed.

Where it is difficult to provide "shop drawing transparencies such as for "catalog cuts", "brochures" or "photographs", the Contractor shall submit a minimum of six (6) copies of such "cuts", "brochures" or "photographs." Additional copies shall be supplied when required by the ENGINEER.

All submissions of shop drawings, brochures and catalog cuts shall be accompanied by a transmittal letter listing the drawings submitted by number and title.

Each shop drawing shall have listed on it all Contract references, drawing numbers, plus shop drawing numbers on related work by other Subcontractors, if available.

Non-reproducible shop drawings shall be submitted with a cover sheet containing all the information required on reproducible shop drawings.

Shop drawings shall be complete in every detail, including a location plan relating the work to space identification and column numbers. Materials, gauges, method of fastening, size and spacing of fastenings, connections with other work, cutting, fitting, drilling, and any and all other necessary information as per usual trade practice or as required for any specific purpose must be clearly shown.

The Contractor shall check and approve all shop drawings to make sure that they conform to the drawings, specifications, and other Contract requirements, and correct the drawings found to be inaccurate or otherwise in error. The Contractor shall verify all field dimensions and criteria and shall be responsible for the coordination of work by all Subcontractors.

Shop drawings, at the time of submission, shall bear the signature of the Contractor's checker, date and stamp of approval for submission to the ENGINEER as evidence that such drawings and/or details have been reviewed, checked and approved by the Contractor. Drawings submitted without such stamp of approval will be returned to the Contractor unapproved and will require resubmission. In such event, it will be deemed that the Contractor has not complied with the requirements of this subsection and shall bear the risks of delays as if no drawings or details had been submitted. Both sepia and prints must bear Contractor's stamp.

The Contractor, by approving and submitting shop drawings, represents that he has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers, and similar data, and that he has reviewed and coordinated the information in the shop drawings with the requirements of the work and the Contract documents.

At the time of submission, the Contractor shall inform the ENGINEER in writing of any deviation in the shop drawings or samples from the requirements of the Contract documents.

The ENGINEER will review and approve shop drawings and samples with reasonable promptness to minimize delay, but only for conformance with the design concept of the Contract and with the information given in the Contract documents. The ENGINEER'S approval of a separate item shall not indicate approval of an assembly in which the item functions. The ENGINEER will return the shop drawings transparency/sepia to the Contractor for his use and distribution.

The ENGINEER'S approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract documents unless the Contractor has informed the ENGINEER in writing of such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall the ENGINEER'S approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

No materials shall be ordered and no portion of the work requiring shop drawings or sample submission shall be commenced until the submission has been approved by the ENGINEER. All such materials and portions of work shall be in accordance with approved shop drawings and samples.

The Contractor shall, when requested by the ENGINEER in writing, submit additional shop drawings to those required by the technical specifications or special provisions.

The Contractor shall deliver to the ENGINEER three (3) complete sets of all maintenance manuals, parts list, operating instructions and other necessary documents required for all installed materials, equipment, or machinery. Such documents shall be furnished concurrently with the installations of the respective materials, equipment or machinery. All shop drawings submitted by the Contractor and approved by the ENGINEER become part of the Contract documents.

PSP-27 PROGRESS MEETING

A Progress Meeting will be held biweekly throughout the project. The purpose of these meetings will be scheduling and coordination of the work between Contractors, review of project progress, and discussion of project work items and issues. The Contractor will be required to have a qualified representative at each of these meetings.

PSP-28 PAY ESTIMATE DOCUMENTATION

The Contractor's attention is directed to various documentation requirements of the project. All documentation must be current as of the date of each partial pay estimate. Delinquent paperwork may result in delays in processing pay estimates. Documentation requirements include but are not limited to materials on-hand documentation (Section 90), Sales Tax Reports, DBE/MBE/WBE/HUB Vendor Payments (AV-510) form, current project schedule and materials documentation (submittals and certificates of compliance). A sample of the documents is contained in Appendix "F" - Forms, of the specifications.

PSP-29 SALES TAX REPORTS

The Contractor shall submit a statement showing an invoice identification number, sales taxes paid to North Carolina, and sales taxes paid to county of vendor's location, for all material and equipment used in the project. A sales tax statement shall be submitted with each pay request and shall be accompanied by an affidavit verifying its accuracy.

PSP-30 COPIES OF CONSTRUCTION DOCUMENTS

ENGINEER will furnish at no charge to Contractor five (5) complete sets of plans and specifications including cross-sections for Contractor's use during construction. One set shall be maintained as the Project Record Documents. Additional sets of plans and specifications or individual sheets of plans will be furnished to Contractor at the cost of reproduction and postage.

PSP-31 CONTRACTS AND BONDS

The Contractor's attention is directed to Appendix "E" which includes the form of the construction contract and performance and payment bonds. The contract form contains numerous important contract provisions including insurance requirements.

PSP-32 INSURANCE AND RESPONSIBILITY FOR DAMAGE CLAIMS

A. INSURANCE: Contractor shall purchase and maintain such comprehensive general liability, comprehensive automobile liability, and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

(1) Claims under worker' or workmen's compensation, disability benefits and other similar employee benefit acts.

(2) Claims for damages because of bodily injury, occupations sickness or disease, or death of Contractor's employees.

(3) Claims for damages because of bodily injury, sickness or disease , or death of any person other than Contractor's employees.

(4) Claims for damages insured by personal injury liability coverage which are substantiated (a) by any person as a result of an offence directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason.

(5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use of resulting therefrom.

(6) Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property.

(7) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The insurance required by this Paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages specified in Paragraph C. or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior to written notice has been given to Owner and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with subsection 50-18 of the General Conditions. In addition, the Contractor shall maintain such completed payment and furnish Owner with evidence of continuation of such insurance at final payment and one year thereafter, with the exception of Owner's Protective Liability coverage.

B. INDEMNIFICATION:

(1) The Contractor shall indemnify and hold harmless Owner and ENGINEER and their consultants, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of Engineers, Architects, Attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused

by a party indemnified hereunder or arises by or is imposed by Law or Regulations regardless of the negligence of any such party.

(2) In any and all claims against Owner or ENGINEER or any of their consultants, agents, or employees by any employee of Contractor, Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph B.(1) above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. COVERAGES: The limits of liability for the insurance required by Paragraph A. above shall provide for not less than the following amounts or greater where required by law:

(1) Workers' Compensation, etc.:

(a) State:	Statutory
(b) Applicable Federal (e.g. Longshoreman's)	Statutory
(c) Employer's Liability	$5,000,000

(2) Comprehensive General Liability:

(a) Bodily Injury and property Damage: $5,000,000 Combined Single Limit (Per Occurrence)

(b) The Contractor's General Liability insurance shall provide coverage for the following: (1) Premises – Operations, (2) Independent Contractors, (3) Products/Completed Operations Hazard, (4) Underground Hazard, (5) Broad Form Property Damage, (6) Where applicable, Explosion and Collapse Hazard, and (7) Personal Injury.

(3) Comprehensive Automobile Liability:

(a) Bodily Injury and Property Damage: $5,000,000 Combined Single Limit (Per occurrence)

(b) The Contractor's Comprehensive Automobile Liability Insurance shall provide coverage for Bodily Injury and Property Damage per Occurrence for owned, hired, and non-owned vehicles.

(c) Duplin County and its officials, and staff; and The Wilson Group Architect., its staff and consultants shall be named as additional insureds with right of notice in the policy.

(d) The Contractor shall obtain in the name of the Owner, Owner's Protective Liability Insurance which will have the same limits of coverage for the same period as that

required in Paragraph C(2)(b) above for the Contractor's general liability coverage, including liability for acts of Subcontractors and Subordinated Contractors.

(e) Contractor shall purchase and maintain such Protective and Contractual Bodily Injury Liability Insurance and such Protective and Contractual Property Damage Liability Insurance as shall be required by any public bodies or utility companies whose property, facilities, or right-of-way may be affected by the Work to be done under this Contract.

(f) Contractor will provide such additional information in respect of insurance provided by him as the Owner may reasonably request. Failure by Owner to give any such notice of objection within the time provided shall constitute an

acceptance of such insurance purchased by Contractor as complying with the Contract Documents.

(g) Certificates in triplicate from the insurance carrier stating the limits or liability and expiration date shall be filed with Owner before operations are begun, certificates shall not merely name the types of policy provided but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this subsection. The certificates shall, in addition to the information relative to the insurance required, contain the following:

(1) Inception and expiration dates of insurance policy.

(2) Limits of liability provided (Public Liability and Property Damage).

(3) Coverage provided, including special hazards if required.

(4) Name of insurance company.

(5) Policy number.

(6) Additional interests covered.

(7) Statement that the Explosion, Collapse, and Underground exclusion do not apply.

(8) Certificate shall reflect self-insured retention applicable to any contract of insurance.

(9) Excess liability certified contracts must state underlying insurance requirements.

(10) Project number and nature of work.

The Contractor's insurance provider shall edit the Certificate of Insurance standard cancellation clause from "…the issuing company will endeavor to mail days written notice to the certificate holder… to "…the issuing company will mail 30 days written notice to the certificate holder…

No certificate will be accepted which exculpates the issuer or reduces any rights conferred on the Owner by the above certificates, nor will they be accepted unless the certificates bear a live signature of a direct representative of a company authorized to do business in the state where the work is located.

No certificate will be accepted unless the person signing the certificate certifies, in a separate letter, his exact relationship with the insurance carrier or carriers indicated in the certificate.

The Owner may, at his discretion, modify or waive any of the foregoing requirements.

No contract of insurance containing a "claims made" insuring agreement will be acceptable unless the Contractor offering such insurance to fulfill the requirements of this Contract agrees that each such contract of insurance shall be renewed for the entire existence of the Contractor, their successors or assigns; and that on termination of such coverage which is not replaced by a similar contract with the required limits of liability, a "tall policy" will be purchased with limits not less than those required by this Contract.

(4) Property Insurance:

(a) The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Contractor has an insurable interest in the property required by this section to be covered, whichever is later. The insurance shall include interests of the Owner, The Contractor and all sub-Contractors to the Contractor.

(b) Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Owner's services and expenses required as a result of such loss.

(c) The Contractor shall effect insurance which will protect the interests of the Owner and Architect in the Work.

(d) If the insurance requires deductibles, then the Contractor shall pay costs not covered because of such deductibles.

(e) The property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

The cost, if any, for extending coverage to the additional insured parties is not FAA AIP eligible. All such costs shall be included in the Owner-optional lump sum bid item, "Cost for Additional Insured Party Coverage." Bidders must provide a cost for this item.

PSP-33 AS CONSTRUCTED DRAWINGS

The Contractor will be required to maintain a set of "as constructed plans" on the project at all times, noting any changes, deviations, etc., with the responsibility to furnish the Owner, at the completion of the project, a set of as constructed plans. A set of sealed "as constructed plans" shall be delivered to the ENGINEER prior to final acceptance and payment and in addition to final cross-sections, pavement elevations/edges, and final as- built ground and pavement grades (see PSP-15 AS CONSTRUCTED DRAWING for as constructed drawing requirements). All survey work must be tied to the Primary Airport Control Station and shall be on the same datum as the plans.

PSP-34 QUESTIONS AND ADDENDA

All questions about the meaning or intent of the Contract Documents shall be submitted and directed to The Wilson Group in writing, by e-mail (travis@twgarchitects.com); proper reference to this Request for Bids is required. See PSP-1 for additional information The deadline for submitting questions is 5:00 pm on December 31, 2025. Questions received after the cutoff date will not be answered. Replies, when considered necessary by the Owner, will be issued in writing by Addenda, mailed or delivered to all parties recorded by the Owner as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Owner. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve Bidder from any obligation under this Bid as submitted.

PSP-35 E-VERIFY

The Contractor and his subcontractors are required to comply with the requirements of Article 2 of Chapter 64 of the N.C. General Statutes, which impose the E-Verify requirement upon private employers with 25 or more employees. Violations of Chapter 64 carry civil penalties for each failure to verify employment eligibility of an employee. Contractor is required to include with his bid an Affidavit of Compliance with N.C. E-Verify Statues, attesting to the Contractor's compliance with E-Verify and attesting to the Contractor's subcontractors' compliance with E-Verify.

PSP-36 ELECTRONIC COPY OF BID FORM

An electronic copy of the bid form will be made available to Contractor's based on a written request. The request shall be made to The Wilson Group, by e-mail (travis@twgarchitects.com). The bid form spreadsheet will be provided as a Microsoft Excel file without formulas as a courtesy to prospective bidders. The Bidder shall be responsible for printing the completed bid form and including with the bid package submitted. The Bidder assumes any and all risk associated with the use of electronic file in preparing a bid. The spreadsheet will be free of cell formulas. The Bidder is responsible for the accuracy of modifications, cell formulas, links, etc.,

which the Bidder adds to the spreadsheet. No warranty is made or implied as to suitably, compatibility or accuracy of the file as sent, received, or modified; the Bidder shall be solely responsible for verifying its accuracy relative to hard copy bid forms included in the Project Specifications and in Addenda, and for any computations which may be performed within the spreadsheet, and for printing the spreadsheet and including with the bid documents. The Bidder shall be responsible for making any and all subsequent bid form changes, which may be announced by Addendum.

PSP-37 COORDINATION WITH OTHER CONTRACTORS AND UTILITY OWNERS

There may be more than one Contractor working in the project area simultaneously. The Contractor will be required to coordinate all work with the ENGINEER, Airport, County of Duplin and other contractors to minimize conflicts and avoid impacts to airport operations and the project completion.

END OF PROJECT SPECIAL PROVISIONS

GENERAL CONDITIONS

SECTION 10

DEFINITION OF TERMS

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

10-01 **AASHTO.** The American Association of State Highway and Transportation Officials.

10-02 **Access Road.** The right-of-way, the roadway and all improvements constructed thereon connecting the Airport to a public roadway.

10-03 **Advertisement.** A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 **Airport.** ~~Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft, an appurtenant area used or intended to be used for Airport buildings or other Airport facilities or rights of way, Airport buildings and facilities located in any of these areas, and a heliport.~~ See Supplemental General Conditions, Section 10-04.

10-05 **Airport Improvement Program (AIP).** A grant-in-aid program administered by the Federal Aviation Administration (FAA).

10-06 **Air Operations Area (AOA).** The term air operations area (AOA) shall mean any area of the Airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-07 **Apron.** Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.

10-08 **ASTM International (ASTM).** Formerly known as the American Society for Testing and Materials (ASTM).

10-09 **Award.** The Owner's notice to the successful bidder of the acceptance of the submitted bid.

10-10 **Bidder.** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-11 **Building Area.** An area on the Airport to be used, considered, or intended to be used for Airport buildings or other Airport facilities or rights-of-way together with all Airport buildings and facilities located thereon.

10-12 **Calendar Day.** Every day shown on the calendar.

10-13 **Certificate of Analysis (COA).** The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.

10-14 **Certificate of Compliance (COC).** The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.

10-15 **Change Order.** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.

10-16 **Contract.** A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract Form, Proposal, Performance Bond, payment Bond, General Provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.

10-17 **Contract Item (Pay Item).** A specific unit of work for which a price is provided in the contract.

10-18 **Contract Time.** ~~The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.~~ See Supplemental General Conditions, Section 10-18.

10-19 **Contractor.** The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-20 **Contractors Quality Control (QC) Facilities.** The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).

10-21 **Contractor Quality Control Program (CQCP)** Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.

10-22 **Control Strip.** A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.

10-23 **Construction Safety and Phasing Plan (CSPP).** The overall plan for safety and phasing of a construction project developed by the Airport operator or developed by the Airport operator's consultant and approved by the Airport operator. It is included in the invitation for bids and becomes part of the project specifications.

10-24 **Drainage System.** The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the Airport area.

10-25 **Engineer.** ~~The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.~~ See Supplemental General Conditions, Section 10-25.

10-26 **Equipment.** All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-27 **Extra Work.** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's ENGINEER or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contractas previously modified.

10-28 **FAA.** The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.

10-29 **Federal Specifications.** The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

10-30 **Force Account.** A. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.
B. Owner Force Account - Work performed for the project by the Owner's employees.

10-31 **Intention of Terms.** ~~Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the ENGINEER and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the ENGINEER and/or RPR, subject in each case to the final determination of the Owner.~~

~~Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.~~ See Supplemental General Conditions. Section 10-31.

10-32 **Lighting.** A system of fixtures providing or controlling the light sources used on or near the Airport or within the Airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the Airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the Airport surface.

10-33 **Major and Minor Contract Items.** A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

10-34 **Materials.** Any substance specified for use in the construction of the contract work.

10-35 **Modification of Standards (MOS).** Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.

10-36 **Notice to Proceed (NTP).** A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-37 **Owner.** The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean Airport Sponsor only. The Owner for this project is County of Harnett, 102 East Front Street, Lillington, North Carolina 27546.

10-38 **Passenger Facility Charge (PFC).** Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service Airport it controls.

10-39 **Pavement Structure.** The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.

10-40 **Payment Bond.** The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-41 **Performance Bond.** The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-42 **Plans.** The official drawings or exact reproductions which show the location, character, dimensions, and details of the and the work to be done and which are to be considered as a part of Airport the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'

10-43 **Project.** The agreed scope of work for accomplishing specific Airport development with respect to a particular Airport.

10-44 **Proposal.** The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-45 **Proposal Guaranty.** The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.

10-46 **Quality Assurance (QA).** Owner's responsibility to assure that construction work completed complies with specifications for payment.

10-47 **Quality Control (QC).** Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.

10-48 **Quality Assurance (QA) Inspector**. ~~An authorized representative of the ENGINEER and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.~~ Deleted

10-49 **Quality Assurance (QA) Laboratory.** ~~The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the ENGINEER or RPR. May also be referred to as ENGINEER's, Owner's, or QA Laboratory.~~ See Supplemental General Conditions, Section 10-49.

10-50 **Resident Project Representative (RPR).** ~~The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.~~ See Supplemental General Conditions, Section 10-50.

10-51 **Runway.** The area on the Airport prepared for the landing and takeoff of aircraft.

10-52 **Runway Safety Area (RSA).** A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.

10-53 **Safety Plan Compliance Document (SPCD).** Details how the Contractor will comply with the CSPP.

10-54 **Specifications.** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-55 **Sponsor.** ~~A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use Airport that submits to the FAA an application for an AIP grant for the Airport.~~ See Supplemental General Conditions, Section 10-55.

10-56 **Structures.** Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the Airport that may be encountered in the work and not otherwise classified herein.

10-57 **Subgrade.** The soil that forms the pavement foundation.

10-58 **Superintendent.** ~~The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction~~. See Supplemental General Conditions, Section 10-58.

10-59 **Supplemental Agreement.** A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.

10-60 **Surety.** The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-61 **Taxilane.** A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.

10-62 **Taxiway.** The portion of the air operations area of an Airport that has been designated by competent Airport authority for movement of aircraft to and from the Airport's runways, aircraft parking areas, and terminal areas.

10-63 **Taxiway/Taxilane Safety Area (TSA).** A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.

10-64 **Work.** The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-65 **Working Day.** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

10-66 **Owner Defined terms.** None

END OF SECTION 10

SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 **Advertisement (Notice to Bidders). See Appendix 'A' for Notice to Bidders.**

20-02 **Qualification of Bidders**. ~~Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.~~

~~Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.~~
~~Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.~~

~~Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above~~. See Supplemental General Conditions, Section 20-02.

20-03 **Contents of Proposal Forms**. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in Paragraph 20-09 *Irregular Proposals*.

Mobilization is limited to 10 percent of the total project cost.

20-04 **Issuance of Proposal Forms**. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

A. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

B. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

C. Documented record of Contractor default under previous contracts with the Owner.

D. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 **Interpretation of Estimated Proposal Quantities**. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, Paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 **Examination of Plans, Specifications, and Site**. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans,

specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 **Preparation of Proposal**. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for

which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 **Responsive and Responsible Bidder.** A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept. A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h).

This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 **Irregular Proposals**. Proposals shall be considered irregular for the following reasons:

A. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

B. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

C. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

D. If the proposal contains unit prices that are obviously unbalanced.

E. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

F. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive

technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 **Bid Guarantee**. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral shall be made payable to the Owner.

20-11 **Delivery of Proposal.** ~~Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of Airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received~~

~~after the bid opening time shall be returned to the bidder unopened~~. See Supplemental General Conditions, Section 20-11.

20-12 **Withdrawal or Revision of Proposals**. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by fax before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 **Public Opening of Proposals**. Proposals shall be opened and read publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or by fax request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 **Disqualification of Bidders**. A bidder shall be considered disqualified for any of the following reasons:

A. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

B. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

C. If the bidder is considered to be in "default" for any reason specified in Paragraph 20-04, *Issuance of Proposal Forms,* of this section.

20-15 **Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's ENGINEER of

the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's ENGINEER a written request for interpretation no later than 5 days prior to bid opening.

Any interpretation of the project bid documents by the Owner's ENGINEER will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications, or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

Section 30

AWARD AND EXECUTION OF CONTRACT

30-01 **Consideration of Proposals**. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

A. If the proposal is irregular as specified in Section 20, Paragraph 20-09, *Irregular Proposals*.

B. If the bidder is disqualified for any of the reasons specified Section 20, Paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 **Award of Contract**. The award of a contract, if it is to be awarded, shall be made within thirty (30) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 **Cancellation of Award**. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with Paragraph 30-07 *Approval of Contract*.

30-04 **Return of Proposal Guaranty**. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the Paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the

unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in Paragraph 30-05, *Requirements of Contract Bonds.*

30-05 **Requirements of Contract Bonds**. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 **Execution of Contract**. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in Paragraph 30-05, *Requirements of Contract Bonds,* of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 **Approval of Contract**. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 **Failure to Execute Contract**. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in Paragraph 30-06, *Execution of Contract,* of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 SCOPE

OF WORK

40-01 **Intent of Contract**. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 **Alteration of Work and Quantities**. ~~The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's ENGINEER or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.~~

~~For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.~~

~~Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, Paragraph 90-03, *Compensation for Altered Quantities*.~~

~~Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.~~ See Supplemental General Conditions, Section 40-02.

40-03 **Omitted Items**. ~~The Owner, the Owner's ENGINEER or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.~~

~~Should a contract item be omitted or otherwise ordered to be non- performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, Paragraph 90-04, *Payment for Omitted Items*.~~ See Supplemental General Conditions, Section 40-03.

40-04 **Extra Work**. ~~Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.~~

~~When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, Paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, Paragraph 10-59, *Supplemental Agreement*.~~

~~If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.~~

~~Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner~~. See Supplemental General Conditions, Section 40-04.

40-05 **Maintenance of Traffic**. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

A. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the Airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, Paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals

(including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the Airport as specified in Section 70, Paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

B. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the Airport.

C. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 **Removal of Existing Structures**. ~~All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly but shall be included in the various contract items.~~

~~Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.~~

~~Except as provided in Section 40, Paragraph 40-07, *Rights in and Use of*~~

~~*Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.~~ See Supplemental General Conditions, Section 40-06.

40-07 **Rights in and Use of Materials Found in the Work**. ~~Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:~~

A. ~~Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,~~

B. ~~Remove such material from the site, upon written approval of the RPR; or,~~

C. ~~Use such material for the Contractor's own temporary construction on site; or,~~

D. ~~Use such material as intended by the terms of the contract.~~

~~Should the Contractor wish to exercise option A., B., or C., the Contractor shall request the RPR's approval in advance of such use.~~

~~Should the RPR approve the Contractor's request to exercise option A., B., or C., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.~~

~~Should the RPR approve the Contractor's exercise of option A., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used~~.

~~It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option A., B., or C.~~

~~The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.~~ See Supplemental General Conditions, Section 40-07.

40-08 **Final Cleanup**. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

Section 50 CONTROL

OF WORK

50-01 **Authority of the Resident Project Representative (RPR)**. ~~The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.~~ See Supplemental General Conditions, Section 50-01.

50-02 **Conformity with Plans and Specifications**. ~~All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.~~

~~If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.~~

~~If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.~~

~~The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work~~.

~~The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.~~

~~The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.~~ See Supplemental General Conditions, Section 50-02.

50-03 **Coordination of Contract, Plans, and Specifications**. ~~The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.~~

~~From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.~~

~~The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.~~ See Supplemental General Conditions, Section 50-03.

50-04 **List of Special Provisions.** For Special Provisions applicable for this project, see 'Project Special Provisions' section of these specifications.

50-05 **Cooperation of Contractor**. ~~The Contractor shall be supplied with five hard copies or an electronic PDF of the plans and specifications.~~

The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative. See Supplemental General Conditions, Section 50-05.

50-06 **Cooperation Between Contractors**. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 **Construction Layout and Stakes**. The ENGINEER/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by ENGINEER/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points

for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s):

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract. See Supplemental General Conditions, Section 50-07.

50-08 **Authority and Duties of Quality Assurance (QA) Inspectors**. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision. See Supplemental General Conditions, Section 50-08.

50-09 **Inspection of the Work**. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract and shall in no way interfere with the rights of the parties to this contract. See Supplemental General Conditions, Section 50-09.

50-10 **Removal of Unacceptable and Unauthorized Work**. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in Paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, Paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced, and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor. See Supplemental General Conditions, Section 50-10.

50-11 **Load Restrictions**. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 **Maintenance During Construction**. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 **Failure to Maintain the Work**. Should the Contractor at any time fail to maintain the work as provided in Paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such

~~unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.~~ See Supplemental General Conditions, Section 50-13.

50-14 **Partial Acceptance**. ~~If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.~~ See Supplemental General Conditions, Section 50-14.

50-15 **Final Acceptance.** ~~Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.~~

~~If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.~~ See Supplemental General Conditions, Section 50-15.

50-16 **Claims for Adjustment and Disputes.** ~~If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the~~

~~Owner for consideration in accordance with local laws or ordinances.~~

~~Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.~~ See Supplemental General Conditions, Section 50-16.

END OF SECTION 50

SECTION 60

CONTROL OF MATERIALS

60-01 **Source of Supply and Quality Requirements**. ~~The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).~~

~~In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials. At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.~~

~~The Contractor shall furnish Airport lighting equipment that meets the requirements of the specifications, and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.~~ See Supplemental General Conditions, Section 60-01.

60-02 **Samples, Tests, and Cited Specifications**. ~~All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.~~

~~Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.~~

~~The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection~~

~~at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.~~

~~A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.~~ See Supplemental General Conditions, Section 60-02.

60-03 **Certification of Compliance/Analysis (COC/COA)**. ~~The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by Manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the Manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the Manufacturer's COC and includes all applicable test results.~~

~~Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.~~

~~The form and distribution of certificates of compliance shall be as approved by the RPR.~~

~~When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the Manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:~~

~~A. Conformance to the specified performance, testing, quality or dimensional requirements; and,~~

~~B. Suitability of the material or assembly for the use intended in the contract work.~~

~~The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.~~

~~The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance~~. See Supplemental General Conditions, Section 60-03.

60-04 **Plant Inspection**. ~~The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.~~

~~Should the RPR conduct plant inspections, the following conditions shall exist:~~

~~A. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.~~

~~B. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.~~

~~C. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.~~

~~It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.~~ See Supplemental General Conditions, Section 50-04.

60-05 **Engineer/ Resident Project Representative (RPR) Field Office**. ~~[The Contractor shall provide dedicated space for the use of the ENGINEER, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity.]~~ ~~[An ENGINEER/RPR field office is not required.]~~ See Supplemental General Conditions, Section 60-05.

60-06 **Storage of Materials**. ~~Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP,~~

~~the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.~~

~~All storage sites on private or Airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.~~ See Supplemental General Conditions, Section 60-06.

60-07 **Unacceptable Materials**. ~~Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.~~

~~Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.~~ See Supplemental General Conditions, Section 60-07.

60-08 **Owner Furnished Materials**. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

70-01 **Laws to be Observed**. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 **Permits, Licenses, and Taxes**. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 **Patented Devices, Materials, and Processes**. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 **Restoration of Surfaces Disturbed by Others**. ~~The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:~~

~~Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.~~

~~Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct,~~

~~reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work~~. See Supplemental General Conditions, Section 70-04.

70-05 **Federal Participation**. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 **Sanitary, Health, and Safety Provisions**. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 **Public Convenience and Safety**. ~~The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.~~

~~The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, Paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, Paragraph 80-04, *Limitation of Operations*.~~

~~The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to Airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.~~ See Supplemental General Conditions, Section 70-07.

70-08 **Construction Safety and Phasing Plan (CSPP)**

70-09 **Use of Explosives**. The use of explosives is not permitted on this project.

70-10 **Protection and Restoration of Property and Landscape**. ~~The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property markers until the ENGINEER/RPR has witnessed or otherwise referenced their location and shall not move them until directed.~~

~~The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.~~

~~When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non- execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.~~ See Supplemental General Conditions, Section 70-10.

70-11 **Responsibility for Damage Claims**. ~~The Contractor shall indemnify and hold harmless the ENGINEER/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or~~

~~damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.~~ See Supplemental General Conditions, Section 70-11.

70-12 **Third Party Beneficiary Clause**. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 **Opening Sections of the Work to Traffic**. ~~If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.~~

~~Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, Paragraph 50-14, *Partial Acceptance*.~~

~~No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.~~

~~The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.~~

~~The Contractor must conform to safety standards contained AC 150/5370- 2G and the approved CSPP.~~

~~Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings,~~

~~airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.~~ See Supplemental General Conditions, Section 70-13.

70-14 **Contractor's Responsibility for Work**. ~~Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, Paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.~~

~~If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.~~ See Supplemental General Conditions, Section 70- 14.

70-15 **Contractor's Responsibility for Utility Service and Facilities of Others**. ~~As provided in Paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.~~

~~To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents~~.

~~It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.~~

~~It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and Paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.~~

~~In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.~~

~~Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.~~

~~The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.~~

~~Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.~~

~~Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.~~

~~The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.~~ See Supplemental General Conditions, Section 70-15.

70-15.1 FAA Facilities and Cable Runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

A. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

B. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of- Contact through the Airport Owner a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

C. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

D. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

E. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point- of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 **Furnishing Rights-of-Way**. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 **Personal Liability of Public Officials**. ~~In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the ENGINEER, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.~~ See Supplemental General Conditions, Section 70-17.

70-18 **No Waiver of Legal Rights**. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 **Environmental Protection**. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 **Archaeological and Historical Findings**. ~~Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.~~

~~Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and~~

~~the Owner will direct the Contractor to either resume operations or to suspend operations as directed.~~

~~Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, Paragraph 40-04, *Extra Work*, and Section 90, Paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, Paragraph 80-07, *Determination and Extension of Contract Time*~~. See Supplemental General Conditions, Section 70-20.

70-21 **Insurance Requirements.** See Project Special Provisions, Section PSP- 32 for insurance requirements.

END OF SECTION 70

SECTION 80

EXECUTION AND PROGRESS

80-01 **Subletting of Contract**. ~~The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).~~

~~The Contractor shall perform, with his organization, an amount of work equal to at least [ ] percent of the total contract cost.~~

~~Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.~~

~~**The Contractor shall provide copies of all subcontracts to the RPR [14] days prior to being utilized on the project. As a minimum, the information shall include the following:**~~

- ~~Subcontractor's legal company name.~~
- ~~Subcontractor's legal company address, including County name.~~
- ~~Principal contact person's name, telephone and fax number.~~
- ~~Complete narrative description, and dollar value of the work to be performed by the subcontractor.~~
- ~~Copies of required insurance certificates in accordance with the specifications~~
- ~~Minority/ non-minority status.~~

See Supplemental General Conditions, Section 80-01

80-02 **Notice to Proceed (NTP)**. ~~The Owner's notice to proceed will state the date on which contract time commences. The Contractor is expected to~~ commence project ~~operations within [ ] days of the NTP date. The Contractor shall notify the RPR at least [24 hours] in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.~~ See Supplemental General Conditions, Section 80-02

80-03 **Execution and Progress**. ~~Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least [10 days] prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.~~

~~If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least [24 hours] in advance of resuming operations.~~

~~The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.~~

~~[The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or another format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.]~~

~~The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a [twice] monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract~~. See Supplemental General Conditions, Section 80-03.

80-04 **Limitation of Operations**. ~~The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the Airport.~~

~~When the work requires the Contractor to conduct their operations within an AOA of the Airport, the work shall be coordinated with Airport operations (through the RPR) at least [48 hours] prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR~~

~~and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, Paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.~~

~~When the contract work requires the Contractor to work within an AOA of the Airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified, immediately obey all instructions to vacate the AOA, and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:~~

~~The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP~~. See Supplemental General Conditions, Section 80-04.

80-04.1 Operational Safety on Airport During Construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the current version of AC 150/5370-2G, Operational Safety on Airports During Construction, for minimum requirements for operational safety on the Airport during construction activities.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project.

80-05 **Character of Workers, Methods, and Equipment**. ~~The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.~~

~~All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.~~

~~Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.~~

~~Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.~~

~~All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing Airport facilities due to its use.~~

~~When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.~~

~~When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does~~

~~not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this Paragraph.~~ See Supplemental General Conditions, Section 80-05.

80-06 **Temporary Suspension of the Work**. ~~The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.~~

~~In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.~~

~~If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the Airport.~~ See Supplemental General Conditions, Section 80-06.

80-07 **Determination and Extension of Contract Time**. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract Time Based on Calendar Days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-workdays. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

If the Contractor finds it impossible for reasons beyond their own control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this paragraph, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of their own request. Requests for extension of time, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 **Failure to Complete on Time**. For each calendar day as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in Paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

See Project Special Provisions for Contract Time and Liquidated Damages.

80-09 **Default and Termination of Contract**. ~~The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:~~

~~A. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or~~

~~B. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or~~

~~C. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or~~

~~D. Discontinues the execution of the work, or~~

~~E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or~~

~~F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or~~

~~G. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or~~

~~H. Makes an assignment for the benefit of creditors, or~~

~~I. For any other cause whatsoever, fails to carry on the work in an acceptable manner.~~

~~Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.~~

~~If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of~~

~~said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.~~

~~All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.~~ See Supplemental General Conditions, Section 80-09.

80-10 **Termination for National Emergencies**. ~~The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.~~

~~When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.~~

~~Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.~~

~~Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.~~

~~Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.~~ See Supplemental General Conditions, Section 80-10.

80-11 **Work Area, Storage Area and Sequence of Operations**. ~~The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the Airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD~~. See Supplemental General Conditions, Section 80-11.

END OF SECTION 80

SECTION 90

MEASUREMENT AND PAYMENT

90-01 **Measurement of Quantities**. ~~All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.~~

~~The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.~~

~~Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.~~

~~Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.~~

~~The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.~~

~~When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.~~

~~In computing volumes of excavation, the average end area method will be used unless otherwise specified.~~

~~The term "ton" will mean the short ton consisting of 2,000 pounds (907 kn) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is~~

shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.

Cement will be measured by the ton (kg) or hundredweight (km).

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound . The use of spring balances will not be permitted.

In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting accuracy test will be reduced by the percentage of error in excess of 0.5%.

In the event inspection reveals the scales have been under weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.

Scale installations shall have available ten standard 50 pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales, for furnishing check weights and scale house, and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in Paragraph 90-05 Payment for Extra Work.

~~When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.~~ See Supplemental General Conditions, Section 90-01.

90-02 **Scope of Payment**. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, Paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 **Compensation for Altered Quantities**. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, Paragraph 40-02, *Alteration of Work and Quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 **Payment for Omitted Items**. ~~As specified in Section 40, Paragraph 40-03, *Omitted Items,* the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.~~

~~Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.~~

~~Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.~~

~~In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.~~ See Supplemental General Conditions, Section 90-04.

90-05 **Payment for Extra Work**. Extra work, performed in accordance with Section 40, Paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 **Partial Payments**. ~~Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with Paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.~~

~~From the total of the amount determined to be payable on a partial payment, [insert amount of retainage, not to exceed 10%] percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:~~

~~(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.~~

~~(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per Paragraph 90-08.~~

~~The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime~~

Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in Paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim. See Supplemental General Conditions, Section 90-06.

90-07 **Payment for Materials on Hand.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the Airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met.

A. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

B. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

C. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

D. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

E. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph. See Supplemental General Conditions, Section 90-07.

90-08 **Payment of Withheld Funds**. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in Paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

A. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

B. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

C. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

D. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 **Acceptance and Final Payment**. ~~When the contract work has been accepted in accordance with the requirements of Section 50, Paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30 day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, Paragraph 50-16, *Claims for Adjustment and Disputes*.~~

~~After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in Paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.~~

~~If the Contractor has filed a claim for additional compensation under the provisions of Section 50, Paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.~~ See Supplemental General Conditions, Section 90-09.

90-10 **Construction Warranty.**

~~A.~~ In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

~~B.~~ This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the Manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

~~C.~~ The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

~~D.~~ The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

~~E.~~ The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

~~F.~~ If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

~~G.~~ With respect to all warranties, express or implied, from subcontractors, Manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

~~H.~~ This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 **Contractor Final Project Documentation.** ~~Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:~~

~~A. Provide two (2) copies of all Manufacturers warranties specified for materials, equipment, and installations.~~

~~B. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.~~

~~C. Complete final cleanup in accordance with Section 40, Paragraph 40-08, *Final Cleanup*.~~

~~D. Complete all punch list items identified during the Final Inspection.~~

~~E. Provide complete release of all claims for labor and material arising out of the Contract.~~

~~F. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.~~

~~G. When applicable per state requirements, return copies of sales tax completion forms.~~

~~H. Manufacturer's certifications for all items incorporated in the work.~~

~~I. All required record drawings, as-built drawings, or as-constructed drawings.~~

~~J. Project Operation and Maintenance (O&M) Manual(s).~~

~~K. Security for Construction Warranty.~~

~~L. Equipment commissioning documentation submitted, if required.~~

See Supplemental General Conditions, Section 90-11.

END OF SECTION 90

SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

SECTION 10 - DEFINITION OF TERMS.

10-04 Airport. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for Airport buildings or other Airport facilities or rights of way; and Airport buildings and facilities located in any of these areas, and includes a heliport. For this project, Airport shall refer to the Duplin County Airport, 260 Airport Road, Kenansville, North Carolina 28349.

10-18 Contract Time. The number of calendar days, stated in the proposal, allowed for completion of the contract, including authorized time extensions.

10-25 Engineer. The individual, partnership, firm, or corporation duly authorized by the OWNER to be responsible for engineering, construction administration, and for observation of the contract work and acting directly or through an authorized representative. For this project, ENGINEER shall refer to The Wilson Group Architects, PO Box 5510, Charlotte, North Carolina 28299.

10-31 Intention of Terms. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed", or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the ENGINEER words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory of the ENGINEER subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-49 Quality Assurance (QA) Laboratory. The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the ENGINEER. May Also be referred to as ENGINEER's, Owner's, or QA Laboratory.

10-50 Resident Project Representative (RPR). An authorized representative of the ENGINEER assigned to make on site construction observations, and/or observation of tests of work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-55 Sponsor. A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use Airport that submits to the FAA an application for an AIP grant for the Airport. For this project, Sponsor shall refer to the County of Duplin, 224 Seminary Street, Kenansville, North Carolina 28349.

10-58 Superintendent. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the ENGINEER and/or the RPR, and who shall supervise and direct the construction.

SECTION 20 - PROPOSAL REQUIREMENTS AND CONDITIONS.

20-02 Qualification of Bidders. Each bidder shall furnish the OWNER satisfactory evidence of his or her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the OWNER satisfactory evidence of his or her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his or her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the OWNER.

A bidder shall submit evidence that he or she is prequalified as a 'bidder' with the North Carolina Department of Transportation (NCDOT) in accordance with Article 102-2 of the 2018 NCDOT Standard Specifications, including Safety Index requirements at the time of the bid opening. The prequalification shall include NCDOT work codes appropriate to the work. The bidder's prequalification status including the Safety Index documentation, shall be current as of the time of bid. Such evidence of NCDOT prequalification may be submitted as evidence of competency and financial responsibility in lieu of the certified statements or reports specified above.

Bidders must also hold a North Carolina General Contractor License with the North Carolina Licensing Board for General Contractors for the classification and financial limitation required for the project. The License shall be current at the time of bid.

Each bidder shall submit "Evidence of Competency" and "Financial Responsibility" to the Owner at the time of the Bid opening.

20-02.1 Qualification of Subcontractors. All Subcontractors to be utilized on the project shall be prequalified by the NCDOT prior to beginning work on the

project. Subcontractors shall be prequalified in accordance with Article 102-2 of the 2018 NCDOT Standard Specifications for Roads and Structures. To find subcontractors pre-qualified by the NCDOT, go to https://www.ebs.nc.gov/VendorDirector/default.html.

20-11 Delivery of Proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the following:

Project Name, Contractor Name and Address, Contractor License Number, and Location of Airport.

When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

SECTION 40 - SCOPE OF WORK.

40-02 **Alteration of Work and Quantities**. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's ENGINEER shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 **Omitted Items**. The Owner or the Owner's ENGINEER may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, Paragraph 90-04, *Payment for Omitted Items.*

40-04 **Extra Work**. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the ENGINEER's opinion, is necessary for completion of the extra work.

When determined by the ENGINEER to be in the Owner's best interest, the ENGINEER may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, Paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, the ENGINEER may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-06 **Removal of Existing Structures**. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the ENGINEER shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the ENGINEER in accordance with the provisions of the contract.

Except as provided in Section 40, Paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 **Rights in and Use of Materials Found in the Work**. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

A. Use such material in another contract item, providing such use is approved by the ENGINEER and is in conformance with the contract specifications applicable to such use;
or,

B. Remove such material from the site, upon written approval of the ENGINEER;
or,

C. Use such material for the Contractor's own temporary construction on site; or,

D. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise Option A., B., or C., the Contractor shall request the ENGINEER's approval in advance of such use.

Should the ENGINEER approve the Contractor's request to exercise Option A., B., or C., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing

embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the ENGINEER approve the Contractor's exercise of Option A., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of Option A., B., or C.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

SECTION 50 - CONTROL OF WORK.

50-01 **Authority of the Engineer**. The ENGINEER has final authority regarding the interpretation of project specification requirements. The ENGINEER shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The ENGINEER does not have the authority to accept work that does not conform to specification requirements.

50-02 **Conformity with Plans and Specifications**. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR/ ENGINEER finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the ENGINEER will advise the Owner of their determination that the affected work be accepted and remain in place. The ENGINEER will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR/ENGINEER finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the ENGINEER's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the ENGINEER's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the ENGINEER's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the ENGINEER with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR/ ENGINEER will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 **Coordination of Contract, Plans, and Specifications**. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the ENGINEER for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-05 Cooperation of Contractor. The Contractor shall be supplied with five hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the ENGINEER and their RPR and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the ENGINEER or their authorized representative.

50-07 **Construction Layout and Stakes**. The ENGINEER shall establish necessary horizontal and vertical control. The establishment of survey control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by ENGINEER. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the

Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the ENGINEER that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the ENGINEER. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the ENGINEER for each area of construction and for each placement of material as specified to allow the ENGINEER to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the ENGINEER prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): AutoCAD 2019 or earlier.

Laser, GPS, string line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 **Authority and Duties of Resident Project Representative (RPR)**. RPR shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. RPR's are not authorized to revoke, alter, or waive any provision of the contract. RPR's are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

RPR's are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the ENGINEER for a decision.

50-09 **Inspection of the Work**. All materials and each part or detail of the work shall be subject to inspection. The RPR/ ENGINEER shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the ENGINEER requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR/ ENGINEER of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for observation by the RPR/ENGINEER may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of Unacceptable and Unauthorized Work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the ENGINEER as provided in Paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal of work made under provision of this paragraph shall be done without lines and grades having been established by the Contractor. Work done contrary to the instructions of the ENGINEER, work done beyond the lines shown on the plans or as established by the ENGINEER, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the ENGINEER made under the provisions of this subsection, the ENGINEER will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-13 **Failure to Maintain the Work**. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance During Construction*, the RPR/ ENGINEER shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the ENGINEER's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 **Partial Acceptance**. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the ENGINEER to make final inspection of that unit. If the ENGINEER finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the ENGINEER may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the

contract.

50-15 **Final Acceptance.** Upon due notice from the Contractor of presumptive completion of the entire project, the ENGINEER and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The ENGINEER shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the ENGINEER will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the ENGINEER will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 **Claims for Adjustment and Disputes.** If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the ENGINEER in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the ENGINEER is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the ENGINEER has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the ENGINEER who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

SECTION 60 - CONTROL OF MATERIALS.

60-01 **Source of Supply and Quality Requirements**. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the engineering as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the ENGINEER's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish Airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 **Samples, Tests, and Cited Specifications**. All materials used in the work shall be inspected, tested, and approved by the RPR/ENGINEER before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the ENGINEER shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR/ENGINEER, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the ENGINEER. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the ENGINEER.

A copy of all Contractor QC test data shall be provided to the ENGINEER/ RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the ENGINEER showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 **Certification of Compliance/Analysis (COC/COA)**. The ENGINEER may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by Manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a Certificate of Compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of Certificates of Compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of Certificates of Compliance shall be as approved by the ENGINEER.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

A. Conformance to the specified performance, testing, quality or dimensional requirements; and,

B. Suitability of the material or assembly for the use intended in the contract work.

The ENGINEER shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The ENGINEER reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

6004 **Plant Inspection**. The ENGINEER or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR/ENGINEER conduct plant inspections, the following conditions shall exist:

A. The RPR/ENGINEER shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

B. The RPR/ENGINEER shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

C. If required by the ENGINEER, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The ENGINEER shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

6005 **Engineer/ Resident Project Representative (RPR) Field Office**. An ENGINEER/RPR field office is not required.

6006 **Storage of Materials**. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR/ENGINEER. Materials to be stored on Airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR/ENGINEER. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the ENGINEER a copy of the property Owner's permission.

All storage sites on private or Airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

6007 **Unacceptable Materials**. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the ENGINEER.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the ENGINEER has approved its use in the work.

SECTION 70 - LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC.

70-04 **Restoration of Surfaces Disturbed by Others**. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows shown on the drawings.

The Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the ENGINEER.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the ENGINEER, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work byothers or for any delay to the work resulting from such authorized work.

70-07 Public Convenience and Safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, Paragraph 40- 05, *Maintenance of Traffic,* and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, Paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR/ENGINEER. If the ENGINEER determines the existence of Contractor debris in the work site represents a hazard to Airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the ENGINEER reserves the right to assign the task of debris removal to a third

party and recover the resulting costs as a liquidated damage against the Contractor.

70-10 **Protection and Restoration of Property and Landscape**. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the ENGINEER has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 **Responsibility for Damage Claims**. The Contractor shall indemnify and hold harmless the ENGINEER and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-13 **Opening Sections of the Work to Traffic**. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, Paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the ENGINEER, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either

acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2G and the approved CSPP.

Contractor shall refer to the plans and specifications to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 **Contractor's Responsibility for Work**. Until the ENGINEER's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, Paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 **Contractor's Responsibility for Utility Service and Facilities of Others**. As provided in Raragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or

structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this Paragraph and Paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the ENGINEER.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the ENGINEER.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of autility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the ENGINEER and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the ENGINEER continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-17 Personal Liability of Public Officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the ENGINEER, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-20 Archaeological and Historical Findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of

Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR/ENGINEER. The ENGINEER will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, Paragraph 40-04, *Extra Work,* and Section 90, Paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, Paragraph 80-07, *Determination and Extension of Contract Time*.

SECTION 80 - EXECUTION AND PROGRESS.

80-01 **Subletting of Contract**. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the ENGINEER.

The Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the ENGINEER 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications
- Minority/ non-minority status.

80-02 **Notice to Proceed (NTP)**. The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the ENGINEER at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 **Execution and Progress**. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the ENGINEER's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the ENGINEER, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The ENGINEER will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the ENGINEER's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the ENGINEER at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 **Limitation of Operations**. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the Airport.

When the work requires the Contractor to conduct their operations within an AOA of the Airport, the work shall be coordinated with Airport operations (through the ENGINEER) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the ENGINEER and until the necessary temporary marking, signage and associated lighting is in place.

When the contract work requires the Contractor to work within an AOA of the Airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate

the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as indicated on the plans.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2G, Operational Safety on Airports During Construction.

80-05 **Character of Workers, Methods, and Equipment**. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the ENGINEER, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the ENGINEER, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the ENGINEER.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the ENGINEER may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing Airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the ENGINEER. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the ENGINEER to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the ENGINEER determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the ENGINEER may direct. No change will be made in basis of payment for the contract items

involved nor in contract time as a result of authorizing a change in methods or equipment under this Paragraph.

80-06 **Temporary Suspension of the Work**. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the ENGINEER within the time period stated in the ENGINEER's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The ENGINEER will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the Airport.

80-09 **Default and Termination of Contract**. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

A. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

B. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

C. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

D. Discontinues the execution of the work, or

E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

G. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

H. Makes an assignment for the benefit of creditors, or

I. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor

and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the ENGINEER of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the ENGINEER will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 **Termination for National Emergencies**. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the ENGINEER.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve

their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 **Work Area, Storage Area and Sequence of Operations**. The Contractor shall obtain approval from the ENGINEER prior to beginning any work in all areas of the Airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

SECTION 90 – MEASUREMENT AND PAYMENT.

90-01 Measurement of Quantities. All work completed under the contract will be measured by the ENGINEER, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the ENGINEER.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the ENGINEER in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the ENGINEER and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

In computing volumes of excavation, the average end area method will be used unless otherwise specified.

The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the ENGINEER. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the ENGINEER directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape

that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

Asphalt materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.

Cement will be measured by the ton or hundredweight.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the ENGINEER before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted.

In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.

In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor

will be allowed for materials previously weighed and recorded.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the ENGINEER can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in Paragraph 90-05 Payment for Extra Work.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the ENGINEER. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-04 Payment for Omitted Items. As specified in Section 40, Paragraph 40-03, *Omitted Items,* the ENGINEER shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the ENGINEER omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the ENGINEER's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the ENGINEER's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-06 Partial Payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR/ENGINEER, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with Paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, five percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per Paragraph 90-08.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor wn 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

When at least 95% of the work has been completed to the satisfaction of the RPR/ENGINEER, the ENGINEER shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the ENGINEER to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in Paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for Materials on Hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the Airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

A. The material has been stored or stockpiled in a manner acceptable to the ENGINEER at or on an approved site.

B. The Contractor has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

C. The Contractor has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.

D. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

E. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-09 **Acceptance and Final Payment**. When the contract work has been accepted in accordance with the requirements of Section 50, Paragraph 50-15, *Final Acceptance*, the ENGINEER will prepare the final estimate of the items of work actually performed. The Contractor shall approve the ENGINEER's final estimate or advise the ENGINEER of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the ENGINEER shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the ENGINEER's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the ENGINEER's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, Paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the ENGINEER's final estimate, and after the ENGINEER's receipt of the project closeout documentation required in Paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, Paragraph 50-16, *Claims for Adjustments and Disputes,* or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-11 **Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the ENGINEER approves the Contractor's final submittal. The Contractor shall:

A. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

B. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

C. Complete final cleanup in accordance with Section 40, Paragraph 40-08, *Final Cleanup*.

D. Complete all punch list items identified during the Final Inspection.

E. Provide complete release of all claims for labor and material arising out of the Contract.

F. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

G. When applicable per state requirements, return copies of sales tax completion forms.

H. Manufacturer's certifications for all items incorporated in the work.

I. All required record drawings, as-built drawings or as-constructed drawings.

J. Project Operation and Maintenance (O&M) Manual(s).

K. Security for Construction Warranty.

L. Equipment commissioning documentation submitted, if required.

M. Final Waiver of Lien.

N. Final Statement Letter in accordance with Section 109-10 of NCDOT Standard Specifications.

O. DBE Payment Shortfall Documentation.

END OF SUPPLEMENTAL GENERAL CONDITIONS

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work under separate contracts.
5. Access to site.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and Drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Duplin County AirPark - New Entrance Road Signage.

1. Project Location: Airport Rd, Kenansville, NC 28349

B. Owner: Duplin County, North Carolina

1. Owner's Representative: Scotty Summerlin, Executive Director, Duplin County Economic Development Commission.

C. Architect: The Wilson Group Architects, PA, Travis Pence, AIA.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Construction of new entrance road signage at the intersection of Airport Road and AirPark Drive at the Duplin County Airport (DPL).

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.4 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

B. Concurrent Work: Owner has awarded or intends to award a separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.

1. New Development Road between W Best Rd and Airport Rd.

1.5 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Driveways, Walkways, and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, including areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: To be coordinated between Owner and Contractor.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Architect and Owner not less than two days in advance of proposed utility interruptions.

2. Obtain Architect's and Owner's written permission before proceeding with utility interruptions.

D. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:

1. Lump-sum allowances.

1.2 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.3 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.4 INFORMATIONAL SUBMITTALS

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

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

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

1.5 LUMP-SUM ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.6 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1 – Landscaping: Lump-Sum Allowance: Include the sum of $10,000.00 to be used for landscaping coordination, procurement, installation and watering. Contractor shall prepare planting plan for review prior to procurement and installation.

1. This allowance includes material cost receiving, handling, and installation and Contractor overhead and profit.

END OF SECTION 012100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.

1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
    a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    b. Contractor shall execute a data licensing agreement in the form of AIA Document C106, Digital Data Licensing Agreement.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 10 days for review of each resubmittal.

D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.

    a. File name shall use Specification Number and project identifier (e.g. XXXXXX-01 Specification Title Product Data).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:

    a. Project name.
    b. Date.
    c. Name and address of Architect.
    d. Name of Contractor.
    e. Name of firm or entity that prepared submittal.
    f. Names of subcontractor, manufacturer, and supplier.
    g. Category and type of submittal.
    h. Submittal purpose and description.
    i. Specification Section number and title.
    j. Specification paragraph number or drawing designation and generic name for each of multiple items.
    k. Drawing number and detail references, as appropriate.
    l. Location(s) where product is to be installed, as appropriate.
    m. Related physical samples submitted directly.
    n. Indication of full or partial submittal.
    o. Transmittal number.

    p. Submittal and transmittal distribution record.
    q. Other necessary identification.
    r. Remarks.

5. Metadata: Include the following information as keywords in the electronic submittal file metadata:

    a. Project name.
    b. Number and title of appropriate Specification Section.
    c. Manufacturer name.
    d. Product name.

E. Options: Identify options requiring selection by Architect.

F. Deviations: Identify deviations from the Contract Documents on submittals.

G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:

1. Submit electronic submittals via email as PDF electronic files.

    a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:

    a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.
    g. Seal and signature of professional engineer if specified.
2. Submit Shop Drawings in the following format:

    a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:

    a. Generic description of Sample.
    b. Product name and name of manufacturer.
    c. Sample source.
    d. Number and title of applicable Specification Section.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

    a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

    a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.

        1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Submit product schedule in the following format:

    a. PDF electronic file.

F. Coordination Drawings Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."

H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."

I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."

J. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

T. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."

U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 013301 – CAD FILE DRAWING RELEASE FORM
Instructions: *Complete the following form and submit to the Architect. Building Information Model (BIM) model is available upon request.*

CADD FILE LETTER OF AGREEMENT

Date: _____
An Agreement between the Architect and Contractor for Transfer of
Computer Aided Drafting and Design (CADD) Files on Electronic Media

Architect:	The Wilson Group Architects PO Box 5510 Charlotte, NC 28299-5510
General Contractor:	
Sub-Contractor Requesting Files:	

The Architect will provide the following CADD files to the Contractor as specified herein:

Sheets:	
Format:	DWG (2018)
Intended Use:	

TERMS AND CONDITIONS

1. The Architect makes no representation as to the compatibility of the CADD files with any hardware or software. The Contractor shall notify the Architect within 30 days of any problems associated with accessing the data contained on the media provided.

2. Since the information set forth on the CADD files can be modified unintentionally or otherwise, the Architect will remove all indications of ownership and/or involvement from each electronic display.

3. All information on the CADD files is considered instruments of service of the Architect and **will be used by The Contractor and its employees solely for the purpose of preparation of construction drawings that will not be sealed by The Architect.**

4. The Architect makes no representation regarding the accuracy, completeness or permanence of CADD files, nor for their merchantability or fitness for a particular purpose. Addenda information or revisions made after the date indicated on the CADD files may not have been incorporated. It is the Contractor's responsibility to determine if any conflicts exist. Therefore, the Contractor and the Ar-

chitect understand that the use of the information provided is at his own risk.

5. The use of CADD files prepared by the Architect shall not in any way obviate the Contractor's responsibility for the proper checking and coordination of dimensions, details and quantities of materials as required to facilitate complete and accurate construction of the Project.

6. The Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Architect, and its sub-consultants from any and all claims, damages, losses, expenses, penalties and liabilities of any kind, including attorney's fees, arising out of or resulting from the use of the CADD files by the Contractor, or by third party recipients of the CADD files from the Contractor. Accordingly, the Contractor and the Architect agree to indemnify and hold the Architect harmless from all claims arising out of the use of the information contained in the electronic files provided by the Architect to the Contractor, including cost of defense.

7. The Architect believes that no licensing or copyright fees are due to others on account of the transfer of the CADD files, but to the extent any are, the Contractor will pay the appropriate fees and hold the Architect harmless from such claims.

Acceptance:

Signature in the spaces below indicates acceptance of this proposal by the Architect, General Contractor and Sub-Contractor, and will serve as authorization to begin work upon receipt of this agreement and payment.

ARCHITECT	**CONTRACTOR**	**SUB-CONTRACTOR**
_____	_____	_____
DATE: _____	DATE: _____	DATE: _____

END OF SECTION 013301

SECTION 013302 – ELECTRONIC FILES TRANSFER RELEASE AGREEMENT

Design Professional:	The Wilson Group Architects PA
Project:	Duplin County AirPark New Entrance Road Signage
Project No.:	2421-000
Date of Transfer:	
Electronic Files Author:	The Wilson Group Architects PA
Electronic Files Transferred:	

DEFINITIONS:

Electronic Files refers to the copyrighted 2-dimensional and/or 3-dimensional CAD files and/or 3-dimensional Building Information Model files (BIM files) that are digital representations of the physical and functional characteristics of the Project.

The *Author* refers to the creator and owner of the Electronic Files which, unless noted otherwise, is The Wilson Group Architects PA.

The *User* refers to the users of the Electronic Files, which may include the Owner, Owner's consultants, Contractor and the Contractor's subcontractors. User is responsible for their consultants and subcontractors. Any use or reuse of the Electronic Files is at the sole risk of the User without liability or legal exposure to the Author.

ELECTRONIC FILE LICENSE AND OWNERSHIP:

Unless otherwise provided, Author grants User a limited license to use the Electronic Files specifically for the construction of the Project. Any further transmittal of the Electronic Files by User shall be under the same terms and conditions defined herein. The contract documents and Electronic Files, whether hard copy or machine-readable form, represent instruments of service and shall remain the copyrighted property of the Author.

ELECTRONIC FILE PERMISSIONS:

The Electronic Files provided to the User are not contract documents and are strictly for the User's convenience and use. Such uses may include logistics, analysis, scheduling, construction system design, submittal preparation, and coordination of MEP and other construction trades. Users shall use at their sole risk and without liability to the Electronic Files' Author.

It is understood that differences may exist between the Electronic Files and contract documents. The User will check, confirm, and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate its Work and services with other Contractors, subcontractors, and consultants. The User agrees to verify all information and dimensions indicated in the Electronic Files by comparison

to the Contract Documents. Where conflicts are found in the Electronic Files, the User will promptly notify the Author by RFI requesting specific clarifications. Upon notification by RFI the Author shall act with reasonable promptness to answer the RFI inquiry.

ELECTRONIC FILE ALTERATIONS:

The Electronic Files may undergo model validation and development (such as identifying and adjusting content for existing conditions, layout, and clash detection) by the User. The diagrammatic model(s) may be modified into a constructible model(s) by the User. Revisions may be made to the Electronic Files by the User, but these shall not be considered modifications to the contract documents.

CONDITIONS OF USE:

In response to the User's request to obtain Electronic Files produced by the Author for the above referenced project, Wilmington International Airport (ILM) and RS&H agrees to provide such Electronic Files with the following conditions:

User to initial each condition in the space provided.

_____1. These Electronic Files are only for the use of the User, and only as an aid in the production of the User's portion of the Work or services on this project.

_____2. All title blocks, professional stamps and other references to The Wilson Group Architects PA, other Consultants, and the Owner shall be removed.

_____3. This User shall remove all notes, text, and detail cuts from the Electronic Files prior to use.

_____4. This User agrees to the aforementioned Electronic File Ownership, Permissions, Alteration terms and conditions and furthermore agrees to the following indemnification. Indemnification: In consideration of the User's use of Author's copyrighted Electronic File documents, the User agrees that it shall make no claim against The Wilson Group Architects PA and shall further hold harmless, indemnify, and defend The Wilson Group Architects PA from and against any and all claims, costs, and expenses resulting from the User's use of the Author's copyrighted electronic file documents contained therein.

USER: _____

OFFICER AND TITLE: _____

SIGNED: _____

DATE: _____

ELECTRONIC FILES TRANSFER RELEASE AGREEMENT 013302-2

The Wilson Group
Project No.: 2421-000

Duplin County – AirPark Entrance Road Signage
December 18, 2025

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

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

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
3. Specific test and inspection requirements are not specified in this Section.

1.2 DEFINITIONS

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

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.

2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.

B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
5. Other required items indicated in individual Specification Sections.

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

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

d. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.

a. Allow seven days for initial review and each re-review of each mockup.

5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed unless otherwise indicated.

K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Statement of Special Inspections attached to this Section, and as follows:

B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections and in Statement of Special Inspections attached to this Section, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

1. AABC - Associated Air Balance Council; www.aabc.comwww.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.abma.com.
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.

34. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AWEA - American Wind Energy Association; www.awea.org.
38. AWI - Architectural Woodwork Institute; www.awinet.org.
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
40. AWPA - American Wood Protection Association; www.awpa.com.
41. AWS - American Welding Society; www.aws.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
45. BICSI - BICSI, Inc.; www.bicsi.org.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CEA - Canadian Electricity Association; www.electricity.ca.
51. CEA - Consumer Electronics Association; www.ce.org.
52. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
53. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
54. CGA - Compressed Gas Association; www.cganet.com.
55. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
56. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
57. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
58. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
59. CPA - Composite Panel Association; www.pbmdf.com.
60. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
61. CRRC - Cool Roof Rating Council; www.coolroofs.org.
62. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
63. CSA - Canadian Standards Association; www.csa.ca.
64. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
65. CSI - Construction Specifications Institute (The); www.csinet.org.
66. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
70. DHI - Door and Hardware Institute; www.dhi.org.
71. ECA - Electronic Components Association; (See ECIA).
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
73. ECIA - Electronic Components Industry Association; www.eciaonline.org.
74. EIA - Electronic Industries Alliance; (See TIA).
75. EIMA - EIFS Industry Members Association; www.eima.com.
76. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
77. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
78. ESTA - Entertainment Services and Technology Association; (See PLASA).
79. EVO - Efficiency Valuation Organization; www.evo-world.org.
80. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.

81. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
82. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
83. FM Approvals - FM Approvals LLC; www.fmglobal.com.
84. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
85. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridaroof.com.
86. FSA - Fluid Sealing Association; www.fluidsealing.com.
87. FSC - Forest Stewardship Council U.S.; www.fscus.org.
88. GA - Gypsum Association; www.gypsum.org.
89. GANA - Glass Association of North America; www.glasswebsite.com.
90. GS - Green Seal; www.greenseal.org.
91. HI - Hydraulic Institute; www.pumps.org.
92. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
93. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
94. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
95. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
96. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
97. IAS - International Accreditation Service; www.iasonline.org.
98. IAS - International Approval Services; (See CSA).
99. ICBO - International Conference of Building Officials; (See ICC).
100. ICC - International Code Council; www.iccsafe.org.
101. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
102. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
103. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
104. IEC - International Electrotechnical Commission; www.iec.ch.
105. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
106. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
107. IESNA - Illuminating Engineering Society of North America; (See IES).
108. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
109. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
110. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
111. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
112. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
113. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
114. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
115. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
116. ISO - International Organization for Standardization; www.iso.org.
117. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
118. ITU - International Telecommunication Union; www.itu.int/home.
119. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
120. LMA - Laminating Materials Association; (See CPA).
121. LPI - Lightning Protection Institute; www.lightning.org.
122. MBMA - Metal Building Manufacturers Association; www.mbma.com.
123. MCA - Metal Construction Association; www.metalconstruction.org.

124. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
125. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
126. MHIA - Material Handling Industry of America; www.mhia.org.
127. MIA - Marble Institute of America; www.marble-institute.com.
128. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
129. MPI - Master Painters Institute; www.paintinfo.com.
130. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
131. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
132. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
133. NADCA - National Air Duct Cleaners Association; www.nadca.com.
134. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
135. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
136. NBI - New Buildings Institute; www.newbuildings.org.
137. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
138. NCMA - National Concrete Masonry Association; www.ncma.org.
139. NEBB - National Environmental Balancing Bureau; www.nebb.org.
140. NECA - National Electrical Contractors Association; www.necanet.org.
141. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
142. NEMA - National Electrical Manufacturers Association; www.nema.org.
143. NETA - InterNational Electrical Testing Association; www.netaworld.org.
144. NFHS - National Federation of State High School Associations; www.nfhs.org.
145. NFPA - National Fire Protection Association; www.nfpa.org.
146. NFPA - NFPA International; (See NFPA).
147. NFRC - National Fenestration Rating Council; www.nfrc.org.
148. NHLA - National Hardwood Lumber Association; ,www.nhla.com.
149. NLGA - National Lumber Grades Authority; www.nlga.org.
150. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
151. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
152. NRCA - National Roofing Contractors Association; www.nrca.net.
153. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
154. NSF - NSF International; www.nsf.org.
155. NSPE - National Society of Professional Engineers; www.nspe.org.
156. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
157. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
158. NWFA - National Wood Flooring Association; www.nwfa.org.
159. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
160. PDI - Plumbing & Drainage Institute; www.pdionline.org.
161. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
162. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
163. RFCI - Resilient Floor Covering Institute; www.rfci.com.
164. RIS - Redwood Inspection Service; www.redwoodinspection.com.
165. SAE - SAE International; www.sae.org.
166. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
167. SDI - Steel Deck Institute; www.sdi.org.
168. SDI - Steel Door Institute; www.steeldoor.org.
169. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.

170. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
171. SIA - Security Industry Association; www.siaonline.org.
172. SJI - Steel Joist Institute; www.steeljoist.org.
173. SMA - Screen Manufacturers Association; www.smainfo.org.
174. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
175. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
176. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
177. SPIB - Southern Pine Inspection Bureau; www.spib.org.
178. SPRI - Single Ply Roofing Industry; www.spri.org.
179. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
180. SSINA - Specialty Steel Industry of North America; www.ssina.com.
181. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
182. STI - Steel Tank Institute; www.steeltank.com.
183. SWI - Steel Window Institute; www.steelwindows.com.
184. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
185. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
186. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
187. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
188. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
189. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
190. TMS - The Masonry Society; www.masonrysociety.org.
191. TPI - Truss Plate Institute; www.tpinst.org.
192. TPI - Turfgrass Producers International; www.turfgrasssod.org.
193. TRI - Tile Roofing Institute; www.tileroofing.org.
194. UL - Underwriters Laboratories Inc.; www.ul.com.
195. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
196. USAV - USA Volleyball; www.usavolleyball.org.
197. USGBC - U.S. Green Building Council; www.usgbc.org.
198. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
199. WASTEC - Waste Equipment Technology Association; www.wastec.org.
200. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
201. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
202. WDMA - Window & Door Manufacturers Association; www.wdma.com.
203. WI - Woodwork Institute; www.wicnet.org.
204. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
205. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
    a. Available from Defense Standardization Program; www.dsp.dla.mil.
    b. Available from General Services Administration; www.gsa.gov.
    c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly.

C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

G. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
1. Connect temporary service to Owner's existing power source, as directed by Owner.

H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:
   1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

   1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
   2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Section 312000 "Earth Moving."
   3. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Section 321216 "Asphalt Paving."

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

   1. Protect existing site improvements to remain including curbs, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

   1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
   2. Remove snow and ice as required to minimize accumulations.

F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

   1. Identification Signs: Provide Project identification signs as indicated on Drawings.
   2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

      a. Provide temporary, directional signs for construction personnel and visitors.

   3. Maintain and touchup signs so they are legible at all times.

G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

   1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

   1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

3.5 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.

C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

   1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
   2. Keep interior spaces reasonably clean and protected from water damage.
   3. Discard or replace water-damaged and wet material.
   4. Discard, replace, or clean stored or installed material that begins to grow mold.

5. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product

request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:

    a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
    b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:

    a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
    b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner-installed products.
6. Progress cleaning.
7. Starting and adjusting.
8. Protection of installed construction.

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
3. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.2 INFORMATIONAL SUBMITTALS

A. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

C. Certified Surveys: Submit 1 copy signed by land surveyor.

D. Final Property Survey: Submit 1 copy showing the Work performed and record survey data.

1.3 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

D. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

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

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements"

3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Related Requirements:
1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
3. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.2 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Submit test/adjust/balance records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
6. Advise Owner of changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.6 FINAL COMPLETION PROCEDURES

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. ~~Submit pest-control final inspection report and warranty.~~ Not Applicable
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

1. Organize list of spaces in sequential order, starting with exterior areas first.

2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in the following format:

a. MS Excel electronic file. Architect will return annotated copy.
b. PDF electronic file. Architect will return annotated copy.

1.8 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove snow and ice to provide safe access to building.
f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Sweep concrete floors broom clean in unoccupied spaces.
i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
p. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

1.2 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.

a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
b. Enable inserted reviewer comments on draft submittals.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.

B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

C. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Construction Manager.
7. Name and contact information for Architect.
8. Name and contact information for Commissioning Authority.
9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
10. Cross-reference to related systems in other operation and maintenance manuals.

D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

2.2 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.

3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.3 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.

5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.

F. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. Related Requirements:

1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set(s) of marked-up record prints.
2. Number of Copies: Submit copies of record Drawings as follows:

a. Initial Submittal:
1) Submit PDF electronic files of scanned record prints.

b. Final Submittal:
1) Submit PDF electronic files of scanned record prints.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data,

whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Record data as soon as possible after obtaining it.
c. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file with comment function enabled.
2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Refer instances of uncertainty to Architect for resolution.
4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Format: Annotated PDF electronic file with comment function enabled.
2. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
3. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training video recordings.

1.2 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

1.3 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training.

1.4 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

   a. System, subsystem, and equipment descriptions.
   b. Performance and design criteria if Contractor is delegated design responsibility.
   c. Operating standards.
   d. Regulatory requirements.
   e. Equipment function.
   f. Operating characteristics.
   g. Limiting conditions.
   h. Performance curves.

2. Documentation: Review the following items in detail:

   a. Emergency manuals.
   b. Operations manuals.
   c. Maintenance manuals.
   d. Project record documents.
   e. Identification systems.
   f. Warranties and bonds.
   g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:

   a. Instructions on meaning of warnings, trouble indications, and error messages.
   b. Instructions on stopping.
   c. Shutdown instructions for each type of emergency.
   d. Operating instructions for conditions outside of normal operating limits.
   e. Sequences for electric or electronic systems.
   f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.
   d. Regulation and control procedures.
   e. Control sequences.
   f. Safety procedures.
   g. Instructions on stopping.
   h. Normal shutdown instructions.
   i. Operating procedures for emergencies.
   j. Operating procedures for system, subsystem, or equipment failure.
   k. Seasonal and weekend operating instructions.
   l. Required sequences for electric or electronic systems.
   m. Special operating instructions and procedures.

5. Adjustments: Include the following:

   a. Alignments.
   b. Checking adjustments.
   c. Noise and vibration adjustments.
   d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

   a. Diagnostic instructions.
   b. Test and inspection procedures.

7. Maintenance: Include the following:

   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning
   e. Procedures for preventive maintenance.
   f. Procedures for routine maintenance.
   g. Instruction on use of special tools.

8. Repairs: Include the following:

   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."

3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
2. Owner will furnish an instructor to describe Owner's operational philosophy.
3. Owner will furnish Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner, through Architect, with at least seven days' advance notice.

D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral performance-based test.

END OF SECTION 017900

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

B. Related Requirements:

1. Section 033300 "Architectural Concrete" for general building applications of specially finished formed concrete.
2. Section 035300 "Concrete Topping" for emery- and iron-aggregate concrete floor toppings.
3. Section 312000 "Earth Moving" for drainage fill under slabs-on-grade.
4. Section 321313 "Concrete Paving" for concrete pavement and walks.
5. Section 321316 "Decorative Concrete Paving" for decorative concrete pavement and walks.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:

a. Contractor's superintendent.
b. Independent testing agency responsible for concrete design mixtures.
c. Ready-mix concrete manufacturer.
d. Concrete Subcontractor.
e. Special concrete finish Subcontractor.

2. Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, vapor-retarder installation, anchor rod and anchorage device installation tolerances, steel reinforcement installation, methods for achieving specified floor and slab flatness and levelness floor and slab flatness and levelness measurement, concrete repair procedures, and concrete protection.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Design mixtures in "Design Mixtures" Paragraph below are usually considered to be an action submittal.

C. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1. Indicate amounts of mixing water to be withheld for later addition at Project site.

D. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

E. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

1. Location of construction joints is subject to approval of the Architect.

F. Samples: For waterstops or vapor retarder if required.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Welding certificates.

C. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Form materials and form-release agents.
4. Steel reinforcement and accessories.
5. Fiber reinforcement.
6. Waterstops.
7. Curing compounds.
8. Floor and slab treatments.

9. Bonding agents.
10. Adhesives.
11. Vapor retarders.
12. Semirigid joint filler.
13. Joint-filler strips.
14. Repair materials.

D. Material Test Reports: For the following, from a qualified testing agency:

1. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.

E. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing fabrication, assembly, and support of formwork.

1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.

F. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.

G. Field quality-control reports.

H. Minutes of preinstallation conference.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

D. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M.

E. Mockups: Cast concrete slab-on-grade panels to demonstrate typical joints, surface finish, texture, tolerances, floor treatments, and standard of workmanship.

1. Build panel approximately 100 sq. ft. (9.3 sq. m) for formed surface in the location indicated or, if not indicated, as directed by Architect.
2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

1.10 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301 (ACI 301M).
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M), and as follows:

1. Maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301 (ACI 301M).
2. ACI 117 (ACI 117M).

2.2 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

1. Plywood, metal, or other approved panel materials.
2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
    a. High-density overlay, Class 1 or better.
    b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
    c. Structural 1, B-B or better; mill oiled and edge sealed.
    d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.
3. Overlaid Finnish birch plywood.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.

D. Pan-Type Forms: Glass-fiber-reinforced plastic or formed steel, stiffened to resist plastic concrete loads without detrimental deformation.

E. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.

F. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.

G. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.

H. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

I. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that leave no corrodible metal closer than 1 inch (25 mm) to the plane of exposed concrete surface.
2. Furnish ties that, when removed, leave holes no larger than 1 inch (25 mm) in diameter in concrete surface.
3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.3 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, deformed.

C. Galvanized Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed bars, ASTM A 767/A 767M, Class I zinc coated after fabrication and bending.

D. Plain-Steel Wire: ASTM A 1064/A 1064M,.

E. Deformed-Steel Wire: ASTM A 1064/A 1064M.

F. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from as-drawn steel wire into flat sheets.

G. Deformed-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, flat sheet.

2.4 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), plain-steel bars, cut true to length with ends square and free of burrs.

B. Zinc Repair Material: ASTM A 780/A 780M.

C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

1. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
3. For zinc-coated reinforcement, use galvanized wire or dielectric-polymer-coated wire bar supports.

2.5 CONCRETE MATERIALS

A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

B. Cementitious Materials:

1. Portland Cement: ASTM C 150/C 150M, Type I Type II Type I/II, gray white.
2. Fly Ash: ASTM C 618, Class F or C.
3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.
4. Blended Hydraulic Cement: ASTM C 595/C 595M, Type IS, portland blast-furnace slag Type IP, portland-pozzolan cement.
5. Silica Fume: ASTM C 1240, amorphous silica.

C. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.

1. Maximum Coarse-Aggregate Size: 3/4 inch (19 mm) nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

D. Air-Entraining Admixture: ASTM C 260/C 260M.

E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

F. Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete and complying with ASTM C 494/C 494M, Type C.

G. Non-Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, non-set-accelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

H. Water: ASTM C 94/C 94M and potable.

I. Porosity Inhibiting Admixture: For exposed interior concrete slabs incorporate Barrier One (or approved equal) in accordance with manufacturer's recommendations to guarantee adhesion of the flooring system for the life of the adhesive. (AD-02)

2.6 FIBER REINFORCEMENT

2.7 WATERSTOPS

A. Flexible Rubber Waterstops: CE CRD-C 513,[**with factory-installed metal eyelets,**] for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
2. Profile: [**Flat dumbbell with center bulb**] [**Flat dumbbell without center bulb**] [**Ribbed with center bulb**] [**Ribbed without center bulb**] [**As indicated**] <**Insert profile**>.
3. Dimensions: [**4 inches by 3/16 inch thick (100 mm by 4.75 mm thick)**] [**6 inches by 3/8 inch thick (150 mm by 10 mm thick)**] [**9 inches by 3/8 inch thick (225 mm by 10 mm thick)**] <**Insert dimensions**>; nontapered.

B. Chemically Resistant Flexible Waterstops: Thermoplastic elastomer rubber waterstops[**with factory-installed metal eyelets**], for embedding in concrete to prevent passage of fluids through joints; resistant to oils, solvents, and chemicals. Factory fabricate corners, intersections, and directional changes.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
2. Profile: [**Flat dumbbell with center bulb**] [**Flat dumbbell without center bulb**] [**Ribbed with center bulb**] [**Ribbed without center bulb**] [**As indicated**] <**Insert profile**>.
3. Dimensions: [**4 inches by 3/16 inch thick (100 mm by 4.75 mm thick)**] [**6 inches by 3/16 inch thick (150 mm by 4.75 mm thick)**] [**6 inches by 3/8 inch thick (150 mm by 10 mm thick)**] [**9 inches by 3/16 inch thick (225 mm by 4.75 mm thick)**] [**9 inches by 3/8 inch thick (225 mm by 10 mm thick)**] <**Insert dimensions**>; nontapered.

C. Flexible PVC Waterstops: CE CRD-C 572,[**with factory-installed metal eyelets,**] for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
2. Profile: [**Flat dumbbell with center bulb**] [**Flat dumbbell without center bulb**] [**Ribbed with center bulb**] [**Ribbed without center bulb**] [**As indicated**] <**Insert profile**>.
3. Dimensions: [**4 inches by 3/16 inch thick (100 mm by 4.75 mm thick)**] [**6 inches by 3/8 inch thick (150 mm by 10 mm thick)**] [**9 inches by 3/8 inch thick (225 mm by 10 mm thick)**] <**Insert dimensions**>; nontapered.

D. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch (19 by 25 mm).

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

E. Self-Expanding Rubber Strip Waterstops: Manufactured rectangular or trapezoidal strip, bentonite-free hydrophilic polymer-modified chloroprene rubber, for adhesive bonding to concrete, 3/8 by 3/4 inch (10 by 19 mm).

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

2.8 VAPOR RETARDERS

A. Sheet Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape.

2.9 FLOOR AND SLAB TREATMENTS

A. Slip-Resistive Emery Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive, crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials with 100 percent passing [**3/8-inch (9.5-mm)**] [**No. 4 (4.75-mm)**] [**No. 8 (2.36-mm)**] <**Insert size or gradation**> sieve.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

B. Slip-Resistive Aluminum Granule Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of not less than 95 percent fused aluminum-oxide granules.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

C. Emery Dry-Shake Floor Hardener: [**Pigmented**] [**Unpigmented**], factory-packaged, dry combination of portland cement, graded emery aggregate, and plasticizing admixture; with emery aggregate consisting of no less than 60 percent of total aggregate content.

1. Color: [**As indicated by manufacturer's designation**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**].

D. Metallic Dry-Shake Floor Hardener: [**Pigmented**] [**Unpigmented**], factory-packaged, dry combination of portland cement, graded metallic aggregate, rust inhibitors, and plasticizing admixture; with metallic aggregate consisting of no less than 65 percent of total aggregate content.

1. Color: [**As indicated by manufacturer's designation**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**].

E. Unpigmented Mineral Dry-Shake Floor Hardener: Factory-packaged dry combination of portland cement, graded quartz aggregate, and plasticizing admixture.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

F. Pigmented Mineral Dry-Shake Floor Hardener: Factory-packaged, dry combination of portland cement, graded quartz aggregate, color pigments, and plasticizing admixture. Use color pigments that are finely ground, nonfading mineral oxides interground with cement.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
2. Color: [**As indicated by manufacturer's designation**] [**Match Architect's sample**] [**As selected by Architect from manufacturer's full range**].

2.10 LIQUID FLOOR TREATMENTS

A. Penetrating Liquid Floor Treatment: Clear, chemically reactive, waterborne solution of inorganic silicate or siliconate materials and proprietary components; odorless; that penetrates, hardens, and densifies concrete surfaces.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
2. <Double click to insert sustainable design text for floor treatment products.>

2.11 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

D. Water: Potable.

E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating[**, certified by curing compound manufacturer to not interfere with bonding of floor covering**].

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

G. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, 18 to 25 percent solids, nondissipating[**, certified by curing compound manufacturer to not interfere with bonding of floor covering**].

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

H. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
2. <Double click to insert sustainable design text for floor treatment products.>

I. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
2. <Double click to insert sustainable design text for floor treatment products.>

2.12 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.

B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, according to ASTM D 2240.

C. Bonding Agent: ASTM C 1059/C 1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

2.13 REPAIR MATERIALS

A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch (3.2 mm) and that can be feathered at edges to match adjacent floor elevations.

1. Cement Binder: ASTM C 150/C 150M, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3.2 to 6 mm) or coarse sand as recommended by underlayment manufacturer.
4. Compressive Strength: Not less than 4100 psi (29 MPa) at 28 days when tested according to ASTM C 109/C 109M.

B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch (6.4 mm) and that can be filled in over a scarified surface to match adjacent floor elevations.

1. Cement Binder: ASTM C 150/C 150M, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3.2 to 6 mm) or coarse sand as recommended by topping manufacturer.
4. Compressive Strength: Not less than 5000 psi (34.5 MPa) at 28 days when tested according to ASTM C 109/C 109M.

2.14 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301 (ACI 301M).

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 25 percent.
2. Combined Fly Ash and Pozzolan: 25 percent.
3. Slag Cement: 50 percent.
4. Combined Fly Ash or Pozzolan and Slag Cement: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
5. Silica Fume: 10 percent.
6. Combined Fly Ash, Pozzolans, and Silica Fume: 35 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
7. Combined Fly Ash or Pozzolans, Slag Cement, and Silica Fume: 50 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.

D. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.
4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.

E. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.15 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. Footings: Normal-weight concrete.

1. Minimum Compressive Strength: 3000 psi (20.7 MPa) at 28 days.
2. Maximum W/C Ratio: 0.45.
3. Slump Limit: 5 inches (125 mm), plus or minus 1 inch (25 mm).
4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch (19-mm) nominal maximum aggregate size.

2.16 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.17 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixer capacity of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
2. For mixer capacity larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301 (ACI 301M), to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 (ACI 117M).

C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:

1. Class A, 1/8 inch (3.2 mm) for smooth-formed finished surfaces.
2. Class B, 1/4 inch (6 mm) for rough-formed finished surfaces.

D. Construct forms tight enough to prevent loss of concrete mortar.

E. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.
2. Do not use rust-stained steel form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

H. Chamfer exterior corners and edges of permanently exposed concrete.

I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEM INSTALLATION

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
3. Install dovetail anchor slots in concrete structures as indicated.

3.3 REMOVING AND REUSING FORMS

A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.

1. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.

B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material are not acceptable for exposed surfaces. Apply new form-release agent.

C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 SHORING AND RESHORING INSTALLATION

A. Comply with ACI 318 (ACI 318M) and ACI 301 (ACI 301M) for design, installation, and removal of shoring and reshoring.

1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.

B. In multistory construction, extend shoring or reshoring over a sufficient number of stories to distribute loads in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members without sufficient steel reinforcement.

C. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

3.5 VAPOR-RETARDER INSTALLATION

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.

1. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.

B. Bituminous Vapor Retarders: Place, protect, and repair bituminous vapor retarder according to manufacturer's written instructions.

3.6 STEEL REINFORCEMENT INSTALLATION

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

1. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.

D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

F. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M. Use epoxy-coated steel wire ties to fasten epoxy-coated steel reinforcement.

G. Zinc-Coated Reinforcement: Repair cut and damaged zinc coatings with zinc repair material according to ASTM A 780/A 780M. Use galvanized-steel wire ties to fasten zinc-coated steel reinforcement.

3.7 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
5. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
6. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3.2 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3.2-mm-) wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.
2. Terminate full-width joint-filler strips not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished concrete surface where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.8 WATERSTOP INSTALLATION

A. Flexible Waterstops: Install in construction joints and at other joints indicated to form a continuous diaphragm. Install in longest lengths practicable. Support and protect exposed waterstops during progress of the Work. Field fabricate joints in waterstops according to manufacturer's written instructions.

B. Self-Expanding Strip Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions, adhesive bonding, mechanically fastening, and firmly pressing into place. Install in longest lengths practicable.

3.9 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.

B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.

C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M).

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301 (ACI 301M).
3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
2. Maintain reinforcement in position on chairs during concrete placement.
3. Screed slab surfaces with a straightedge and strike off to correct elevations.
4. Slope surfaces uniformly to drains where required.
5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

3.10 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces **[not exposed to public view]** <**Insert locations**>.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces **[exposed to public view,] [to receive a rubbed finish,] [or to be covered with a coating or covering material applied directly to concrete]** <**Insert locations**>.

C. Rubbed Finish: Apply the following to smooth-formed-finished as-cast concrete where indicated:

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix 1 part portland cement to 1-1/2 parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix 1 part portland cement and 1 part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.11 FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch (6 mm) in one direction.

1. Apply scratch finish to surfaces **[indicated]** **[and]** **[to receive concrete floor toppings]** **[to receive mortar setting beds for bonded cementitious floor finishes]** <**Insert locations**>.

C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.

1. Apply float finish to surfaces **[indicated]** **[to receive trowel finish]** **[and]** **[to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo]** <**Insert locations**>.

D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

1. Apply a trowel finish to surfaces **[indicated]** **[exposed to view]** **[or]** **[to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system]** <**Insert locations**>.
2. Finish surfaces to the following tolerances, according to ASTM E 1155 (ASTM E 1155M), for a randomly trafficked floor surface:
   a. Specified overall values of flatness, F(F) 25; and of levelness, F(L) 20; with minimum local values of flatness, F(F) 17; and of levelness, F(L) 15.
   b. Specified overall values of flatness, F(F) 35; and of levelness, F(L) 25; with minimum local values of flatness, F(F) 24; and of levelness, F(L) 17; for slabs-on-grade.
   c. Specified overall values of flatness, F(F) 30; and of levelness, F(L) 20; with minimum local values of flatness, F(F) 24; and of levelness, F(L) 15; for suspended slabs.
   d. Specified overall values of flatness, F(F) 45; and of levelness, F(L) 35; with minimum local values of flatness, F(F) 30; and of levelness, F(L) 24.
3. Finish and measure surface, so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- (3.05-m-) long straightedge resting on two high spots and placed anywhere on the surface does not exceed **[1/4 inch (6 mm)]** **[3/16 inch (4.8 mm)]** **[1/8 inch (3.2 mm)]**.

E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces **[indicated]** **[where ceramic or quarry tile is to be installed by either thickset or thinset method]**. While concrete is still plastic, slightly scarify surface with a fine broom.

1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.

F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

G. Slip-Resistive Finish: Before final floating, apply slip-resistive [**aggregate**] [**aluminum granule**] finish where indicated and to concrete stair treads, platforms, and ramps. Apply according to manufacturer's written instructions and as follows:

1. Uniformly spread [**25 lb/100 sq. ft. (12 kg/10 sq. m)**] <**Insert rate**> of dampened slip-resistive [**aggregate**] [**aluminum granules**] over surface in one or two applications. Tamp aggregate flush with surface, but do not force below surface.
2. After broadcasting and tamping, apply float finish.
3. After curing, lightly work surface with a steel wire brush or an abrasive stone and water to expose slip-resistive [**aggregate**] [**aluminum granules**].

H. Dry-Shake Floor Hardener Finish: After initial floating, apply dry-shake floor hardener to surfaces according to manufacturer's written instructions and as follows:

1. Uniformly apply dry-shake floor hardener at a rate of [**100 lb/100 sq. ft. (49 kg/10 sq. m)**] <**Insert rate**> unless greater amount is recommended by manufacturer.
2. Uniformly distribute approximately two-thirds of dry-shake floor hardener over surface by hand or with mechanical spreader, and embed by power floating. Follow power floating with a second dry-shake floor hardener application, uniformly distributing remainder of material, and embed by power floating.
3. After final floating, apply a trowel finish. Cure concrete with curing compound recommended by dry-shake floor hardener manufacturer and apply immediately after final finishing.

3.12 MISCELLANEOUS CONCRETE ITEM INSTALLATION

A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations:

1. Coordinate sizes and locations of concrete bases with actual equipment provided.
2. Construct concrete bases [**4 inches (100 mm)**] [**6 inches (150 mm)**] [**8 inches (200 mm)**] <**Insert dimension**> high unless otherwise indicated, and extend base not less than 6

inches (150 mm) in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated or unless required for seismic anchor support.

3. Minimum Compressive Strength: [**5000 psi (34.5 MPa)**] [**4500 psi (31 MPa)**] [**4000 psi (27.6 MPa)**] [**3500 psi (24.1 MPa)**] [**3000 psi (20.7 MPa)**] <**Insert value**> at 28 days.
4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch (450-mm) centers around the full perimeter of concrete base.
5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete substrate.
6. Prior to pouring concrete, place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
7. Cast anchor-bolt insert into bases. Install anchor bolts to elevations required for proper attachment to supported equipment.

D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel finish concrete surfaces.

3.13 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305.1 (ACI 305.1M) for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.

D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

a. Water.
b. Continuous water-fog spray.
c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.

a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies does not interfere with bonding of floor covering used on Project.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound does not interfere with bonding of floor covering used on Project.

4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.14 LIQUID FLOOR TREATMENT APPLICATION

A. Penetrating Liquid Floor Treatment: Prepare, apply, and finish penetrating liquid floor treatment according to manufacturer's written instructions.

1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs.
2. Do not apply to concrete that is less than [**three**] [**seven**] [**14**] [**28**] days' old.
3. Apply liquid until surface is saturated, scrubbing into surface until a gel forms; rewet; and repeat brooming or scrubbing. Rinse with water; remove excess material until surface is dry. Apply a second coat in a similar manner if surface is rough or porous.

B. Sealing Coat: Uniformly apply a continuous sealing coat of curing and sealing compound to hardened concrete by power spray or roller according to manufacturer's written instructions.

3.15 JOINT FILLING

A. Prepare, clean, and install joint filler according to manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least [**one**] [**six**] month(s). Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches (50 mm) deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.16 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension to solid concrete. Limit cut depth to 3/4 inch (19 mm). Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar matches surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.

6. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch (19-mm) clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
7. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.17 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

C. Inspections:

1. Steel reinforcement placement.
2. Steel reinforcement welding.
3. Headed bolts and studs.
4. Verification of use of required design mixture.
5. Concrete placement, including conveying and depositing.
6. Curing procedures and maintenance of curing temperature.
7. Verification of concrete strength before removal of shores and forms from beams and slabs.

D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mixture placed each day.

    a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

3. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
4. Air Content: ASTM C 231/C 231M, pressure method, for normal-weight concrete;one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
5. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 deg F (27 deg C) and above, and one test for each composite sample.
6. Unit Weight: ASTM C 567/C 567M, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
7. Compression Test Specimens: ASTM C 31/C 31M.

    a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
    b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.

8. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.

    a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
    b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
10. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
11. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
12. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
13. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
14. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

15. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

E. Measure floor and slab flatness and levelness according to ASTM E 1155 (ASTM E 1155M) within 48 hours of finishing.

3.18 PROTECTION OF LIQUID FLOOR TREATMENTS

A. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.

END OF SECTION 033000

SECTION 042000 - UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Concrete masonry units.
2. Clay face brick.

1.2 DEFINITIONS

A. CMU(s): Concrete masonry unit(s).

B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For reinforcing steel. Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315. Show elevations of reinforced walls.

C. Samples for Verification: For each type and color of exposed masonry unit.

1.4 INFORMATIONAL SUBMITTALS

A. Material Certificates: For each type and size of product. For masonry units, include material test reports substantiating compliance with requirements.

B. Mix Designs: For each type of mortar. Include description of type and proportions of ingredients.

1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C109/C109M for compressive strength, ASTM C1506 for water retention, and ASTM C91/C91M for air content.
2. Include test reports, according to ASTM C1019, for grout mixes required to comply with compressive strength requirement.

1.5 QUALITY ASSURANCE

A. Sample Panels: Build sample panels to verify selections made under Sample submittals and to demonstrate aesthetic effects. Comply with requirements in Section 014000 "Quality Requirements" for mockups.

1. Build sample panels for typical exterior wall in sizes approximately 48 inches long by 48 inches high by full thickness.

1.6 FIELD CONDITIONS

A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

PART 2 - PRODUCTS

2.1 UNIT MASONRY, GENERAL

A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents.

B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work.

2.2 CONCRETE MASONRY UNITS

A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.

1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.

B. Integral Water Repellent: Provide units made with integral water repellent for exposed units.

C. CMUs: ASTM C90.

1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2150 psi.
2. Density Classification: Lightweight.

2.3 CONCRETE LINTELS

A. Concrete Lintels: ASTM C1623, matching CMUs in color, texture, and density classification; and with reinforcing bars indicated. Provide lintels with net-area compressive strength not less than that of CMUs.

2.4 BRICK

A. General: Provide shapes indicated and as follows, with exposed surfaces matching finish and color of exposed faces of adjacent units:

1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces, provide units without cores or frogs and with exposed surfaces finished.
2. Provide special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.

B. Clay Face Brick: Facing brick complying with ASTM C216.
1. Grade: MW or SW.
2. Type: FBS.
3. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 3350 psi.
4. Initial Rate of Absorption: Less than 30 g/30 sq. in. per minute when tested according to ASTM C67.
5. Efflorescence: Provide brick that has been tested according to ASTM C67 and is rated "not effloresced."
6. Size (Actual Dimensions): 3-1/2 inches wide by 2-1/4 inches high by 7-1/2 inches long or 3-5/8 inches wide by 2-1/4 inches high by 7-5/8 inches long.

2.5 MORTAR AND GROUT MATERIALS

A. Portland Cement: ASTM C150/C150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.

B. Hydrated Lime: ASTM C207, Type S.

C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.

D. Masonry Cement: ASTM C91/C91M.

E. Aggregate for Mortar: ASTM C144.

1. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
2. White-Mortar Aggregates: Natural white sand or crushed white stone.
3. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.

F. Aggregate for Grout: ASTM C404.

G. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C494/C494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.

H. Water: Potable.

2.6 REINFORCEMENT

A. Uncoated-Steel Reinforcing Bars: ASTM A615/A615M or ASTM A996/A996M, Grade 60.

B. Masonry-Joint Reinforcement, General: ASTM A951/A951M.
1. Exterior Walls: Hot-dip galvanized carbon steel.
2. Wire Size for Side Rods: 0.148-inch diameter.
3. Wire Size for Cross Rods: 0.148-inch diameter.
4. Wire Size for Veneer Ties: 0.148-inch diameter.
5. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches o.c.
6. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.

C. Masonry-Joint Reinforcement for Single-Wythe Masonry: Ladder or truss type with single pair of side rods.

D. Masonry-Joint Reinforcement for Multiwythe Masonry:

1. Ladder type with one side rod at each face shell of hollow masonry units more than 4 inches wide, plus one side rod at each wythe of masonry 4 inches wide or less.
2. Tab type, either ladder or truss design, with one side rod at each face shell of backing wythe and with rectangular tabs sized to extend at least halfway through facing wythe, but with at least 5/8-inch cover on outside face.
3. Adjustable (two-piece) type, either ladder or truss design, with one side rod at each face shell of backing wythe and with separate adjustable ties with pintle-and-eye connections having a maximum horizontal play of 1/16 inch and maximum vertical adjustment of 1-1/4 inches. Size ties to extend at least halfway through facing wythe but with at least 5/8-inch cover on outside face.

E. Masonry-Joint Reinforcement for Veneers Anchored with Seismic Masonry-Veneer Anchors: Single 0.187-inch-diameter, hot-dip galvanized carbon steel continuous wire.

2.7 TIES AND ANCHORS

A. General: Ties and anchors shall extend at least 1-1/2 inches into veneer but with at least a 5/8-inch cover on outside face.

B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:

1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A82/A82M, with ASTM A153/A153M, Class B-2 coating.
2. Steel Sheet, Galvanized after Fabrication: ASTM A1008/A1008M, Commercial Steel, with ASTM A153/A153M, Class B coating.
3. Steel Plates, Shapes, and Bars: ASTM A36/A36M.

C. Individual Wire Ties: Rectangular units with closed ends and not less than 4 inches wide.

1. Wire: Fabricate from 3/16-inch- diameter, hot-dip galvanized-steel wire.

D. Adjustable Masonry-Veneer Anchors:

1. General: Provide anchors that allow vertical adjustment but resist a 100-lbf load in both tension and compression perpendicular to plane of wall without deforming or developing play in excess of 1/16 inch.
2. Fabricate sheet metal anchor sections and other sheet metal parts from 0.075-inch-thick steel sheet, galvanized after fabrication.
3. Fabricate wire ties from 0.187-inch- diameter, hot-dip galvanized-steel wire unless otherwise indicated.
4. Screw-Attached, Masonry-Veneer Anchors: Wire tie and a rib-stiffened, sheet metal anchor section.

5. Screw-Attached, Masonry-Veneer Anchors: Wire tie and a gasketed sheet metal anchor section, with pronged legs of length to match thickness of insulation or sheathing and raised rib-stiffened strap to provide a slot for inserting wire tie.

6. Seismic Masonry-Veneer Anchors: Connector section and rib-stiffened, sheet metal anchor section with screw holes top and bottom, and having slotted holes for inserting connector section. Connector section consists of a rib-stiffened, sheet metal bent plate, sheet metal clip, or wire tie with rigid PVC extrusion designed to engage continuous wire.

7. Coated, Steel Drill Screws for Steel Studs: ASTM C954 except with hex washer head and neoprene or EPDM washer, No. 10 diameter, and with coating with salt-spray resistance to red rust of more than 800 hours according to ASTM B117.

2.8 EMBEDDED FLASHING MATERIALS

A. Metal Flashing: Provide metal flashing complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:

1. Stainless Steel: ASTM A240/A240M or ASTM A666, Type 304, 0.016 inch thick.
2. Copper: ASTM B370, Temper H00, cold-rolled copper sheet, 16-oz./sq. ft. weight or 0.0216 inch thick or ASTM B370, Temper H01, high-yield copper sheet, 12-oz./sq. ft. weight or 0.0162 inch thick.
3. Fabricate continuous flashings in sections 96 inches long minimum, but not exceeding 12 feet. Provide splice plates at joints of formed, smooth metal flashing.
4. Fabricate metal drip edges from stainless steel. Extend at least 3 inches into wall and 1/2 inch out from wall, with outer edge bent down 30 degrees and hemmed.
5. Fabricate metal sealant stops from stainless steel. Extend at least 3 inches into wall and out to exterior face of wall. At exterior face of wall, bend metal back on itself for 3/4 inch and down into joint 1/4 inch to form a stop for retaining sealant backer rod.
6. Fabricate metal expansion-joint strips from stainless steel to shapes indicated.

B. Flexible Flashing: Use one of the following unless otherwise indicated:

1. Copper-Laminated Flashing: 5-oz./sq. ft. copper sheet bonded between two layers of glass-fiber cloth. Use only where flashing is fully concealed in masonry.

2. Rubberized-Asphalt Flashing: Composite flashing product consisting of a pliable, adhesive rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.030 inch.

3. Butyl Rubber Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.030 inch.

4. Elastomeric Thermoplastic Flashing: Composite flashing product consisting of a polyester-reinforced ethylene interpolymer alloy.

5. EPDM Flashing: Sheet flashing product made from ethylene-propylene-diene terpolymer, complying with ASTM D4637/D4637M, 0.040 inch thick.

C. Solder and Sealants for Sheet Metal Flashings: As specified in Section 076200 "Sheet Metal Flashing and Trim."

D. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

2.9 MISCELLANEOUS MASONRY ACCESSORIES

A. Compressible Filler: Premolded filler strips complying with ASTM D1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene urethane or PVC.

B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D2000, Designation M2AA-805 or PVC, complying with ASTM D2287, Type PVC-65406 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.

C. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D226/D226M, Type I (No. 15 asphalt felt).

D. Weep/Cavity Vent Products: Use one of the following unless otherwise indicated:

1. Cellular Plastic Weep/Vent: One-piece, flexible extrusion made from UV-resistant polypropylene copolymer, full height and width of head joint and depth 1/8 inch less than depth of outer wythe, in color selected from manufacturer's standard.

2. Mesh Weep/Vent: Free-draining mesh; made from polyethylene strands, full height and width of head joint and depth 1/8 inch less than depth of outer wythe; in color selected from manufacturer's standard.

3. Vinyl Weep Hole/Vent: Units made from flexible PVC, designed to fit into a head joint and consisting of a louvered vertical leg, flexible wings to seal against ends of masonry units, and a top flap to keep mortar out of the head joint; in color selected by Architect.

E. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.
1. Configuration: Provide one of the following:

a. Strips, full depth of cavity and 10 inches high, with dovetail shaped notches 7 inches deep that prevent clogging with mortar droppings.
b. Strips, not less than 3/4 inch thick and 10 inches high, with dimpled surface designed to catch mortar droppings and prevent weep holes from clogging with mortar.
c. Sheets or strips full depth of cavity and installed to full height of cavity.
d. Sheets or strips not less than 3/4 inch thick and installed to full height of cavity, with additional strips 4 inches high at weep holes and thick enough to fill entire depth of cavity and prevent weep holes from clogging with mortar.

2.10 MASONRY-CELL FILL

A. Loose-Fill Insulation: Perlite complying with ASTM C549, Type II (surface treated for water repellency and limited moisture absorption) or Type IV (surface treated for water repellency and to limit dust generation).

B. Lightweight-Aggregate Fill: ASTM C331/C331M.

2.11 MASONRY CLEANERS

A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

1.

2.12 MORTAR AND GROUT MIXES

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.

1. Do not use calcium chloride in mortar or grout.
2. Use portland cement-lime or masonry cement mortar unless otherwise indicated.
3. For exterior masonry, use portland cement-lime or masonry cement mortar.
4. For reinforced masonry, use portland cement-lime or masonry cement mortar.
5. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.

B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

C. Mortar for Unit Masonry: Comply with ASTM C270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated or needed to provide required compressive strength of masonry.
   1. For reinforced masonry, use Type M.
   2. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions; and for other applications where another type is not indicated, use Type N.

D. Grout for Unit Masonry: Comply with ASTM C476.

   1. Use grout of type indicated or, if not otherwise indicated, of type (fine) that will comply with TMS 602/ACI 530.1/ASCE 6 for dimensions of grout spaces and pour height.
   2. Proportion grout in accordance with ASTM C476, Table 1 or paragraph 4.2.2 for specified 28-day compressive strength indicated, but not less than 2000 psi.
   3. Provide grout with a slump of 8 to 11 inches 10 to 11 inches as measured according to ASTM C143/C143M.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.

C. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. per minute when tested according to ASTM C67. Allow units to absorb water so they are damp but not wet at time of laying.

3.2 TOLERANCES

A. Dimensions and Locations of Elements:

   1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch or minus 1/4 inch.
   2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.
   3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.

B. Lines and Levels:

   1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet, or 1/2-inch maximum.

   2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
   3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
   4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
   5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.

C. Joints:

   1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
   2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
   3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

3.3 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.

C. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.

D. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.

E. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

3.4 MORTAR BEDDING AND JOINTING

A. Lay hollow brick and CMUs as follows:

   1. Bed face shells in mortar and make head joints of depth equal to bed joints.
   2. Bed webs in mortar in all courses of piers, columns, and pilasters.
   3. Bed webs in mortar in grouted masonry, including starting course on footings.
   4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.

B. Rake out mortar joints at to a uniform depth of 1/4 inch and point with epoxy mortar to comply with epoxy-mortar manufacturer's written instructions.

C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

3.5 COMPOSITE MASONRY

A. Bond wythes of composite masonry together using one of the following methods:

1. Individual Metal Ties: Provide ties as shown installed in horizontal joints, but not less than one metal tie for 4.5 sq. ft. of wall area spaced not to exceed 36 inches o.c. horizontally and 16 inches o.c. vertically. Stagger ties in alternate courses. Provide additional ties within 12 inches of openings and space not more than 36 inches apart around perimeter of openings. At intersecting and abutting walls, provide ties at no more than 24 inches o.c. vertically.
2. Masonry-Joint Reinforcement: Installed in horizontal mortar joints.
    a. Where bed joints of both wythes align, use ladder-type reinforcement extending across both wythes.
    b. Where bed joints of wythes do not align, use adjustable-type (two-piece-type) reinforcement with continuous horizontal wire in facing wythe attached to ties.

B. Collar Joints: Solidly fill collar joints by parging face of first wythe that is laid and shoving units of other wythe into place.

C. Collar Joints in Clay Tile Masonry: After each course is laid, fill the vertical, longitudinal joint between wythes solidly with mortar at exterior walls, except cavity walls.

D. Corners: Provide interlocking masonry unit bond in each wythe and course at corners unless otherwise indicated.

E. Intersecting and Abutting Walls: Unless vertical expansion or control joints are shown at juncture, bond walls together as follows:

1. Provide individual metal ties not more than 8 inches o.c.
2. Provide continuity with masonry-joint reinforcement by using prefabricated T-shaped units.
3. Provide rigid metal anchors not more than 24 inches o.c. If used with hollow masonry units, embed ends in mortar-filled cores.

3.6 CAVITY WALLS

A. Bond wythes of cavity walls together using one of the following methods:

1. Individual Metal Ties: Provide ties as shown installed in horizontal joints, but not less than one metal tie for 4.5 sq. ft. of wall area spaced not to exceed 36 inches o.c.

horizontally and 16 inches o.c. vertically. Stagger ties in alternate courses. Provide additional ties within 12 inches of openings and space not more than 36 inches apart around perimeter of openings. At intersecting and abutting walls, provide ties at no more than 24 inches o.c. vertically.
2. Masonry-Joint Reinforcement: Installed in horizontal mortar joints.
    a. Where bed joints of both wythes align, use ladder-type reinforcement extending across both wythes.
    b. Where bed joints of wythes do not align, use adjustable-type (two-piece-type) reinforcement with continuous horizontal wire in facing wythe attached to ties.
    c. Where one wythe is of clay masonry and the other of concrete masonry, use adjustable-type (two-piece-type) reinforcement with continuous horizontal wire in facing wythe attached to ties to allow for differential movement regardless of whether bed joints align.

B. Keep cavities clean of mortar droppings and other materials during construction. Bevel beds away from cavity, to minimize mortar protrusions into cavity. Do not attempt to trowel or remove mortar fins protruding into cavity.

C. Parge cavity face of backup wythe in a single coat approximately 3/8 inch thick. Trowel face of parge coat smooth.

D. Installing Cavity Wall Insulation: Place small dabs of adhesive, spaced approximately 12 inches o.c. both ways, on inside face of insulation boards, or attach with plastic fasteners designed for this purpose. Fit courses of insulation between wall ties and other confining obstructions in cavity, with edges butted tightly both ways. Press units firmly against inside wythe of masonry or other construction as shown.

3.7 ANCHORED MASONRY VENEERS

A. Anchor masonry veneers to concrete and masonry backup with masonry-veneer anchors to comply with the following requirements:

1. Fasten anchors to concrete and masonry backup with metal fasteners of type indicated. Use two fasteners unless anchor design only uses one fastener.
2. Embed tie sections in masonry joints.
3. Locate anchor sections to allow maximum vertical differential movement of ties up and down.
4. Space anchors as indicated, but not more than 18 inches o.c. vertically and horizontally. Install additional anchors within 12 inches of openings and at intervals, not exceeding 24 inches, around perimeter.

3.8 MASONRY-JOINT REINFORCEMENT

A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.

1. Space reinforcement not more than 16 inches o.c.
2. Space reinforcement not more than 8 inches o.c. in foundation walls and parapet walls.

3. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings.

B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.

C. Provide continuity at wall intersections by using prefabricated T-shaped units.

D. Provide continuity at corners by using prefabricated L-shaped units.

3.9 ANCHORING MASONRY TO STRUCTURAL STEEL AND CONCRETE

A. Anchor masonry to structural steel and concrete, where masonry abuts or faces structural steel or concrete, to comply with the following:

1. Provide an open space not less than 1/2 inch wide between masonry and structural steel or concrete unless otherwise indicated. Keep open space free of mortar and other rigid materials.
2. Anchor masonry with anchors embedded in masonry joints and attached to structure.
3. Space anchors as indicated, but not more than 24 inches o.c. vertically and 36 inches o.c. horizontally.

3.10 FLASHING, WEEP HOLES, AND CAVITY VENTS

A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated. Install cavity vents at shelf angles, ledges, and other obstructions to upward flow of air in cavities, and where indicated.

B. Install flashing as follows unless otherwise indicated:

1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
2. At multiwythe masonry walls, including cavity walls, extend flashing through outer wythe, turned up a minimum of 4 inches, and through inner wythe to within 1/2 inch of the interior face of wall in exposed masonry. Where interior face of wall is to receive furring or framing, carry flashing completely through inner wythe and turn flashing up approximately 2 inches on interior face.
3. At lintels and shelf angles, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inches to form end dams.
4. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall, and adhere flexible flashing to top of metal drip edge.
5. Install metal flashing termination beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall, and adhere flexible flashing to top of metal flashing termination.

C. Install weep holes in exterior wythes and veneers in head joints of first course of masonry immediately above embedded flashing.

1. Use specified weep/cavity vent products to form weep holes.
2. Space weep holes 24 inches o.c. unless otherwise indicated.
3. Cover cavity side of weep holes with plastic insect screening at cavities insulated with loose-fill insulation.

D. Place cavity drainage material in cavities to comply with configuration requirements for cavity drainage material in "Miscellaneous Masonry Accessories" Article.

E. Install cavity vents in head joints in exterior wythes at spacing indicated. Use specified weep/cavity vent products or open head joints to form cavity vents.

1. Close cavities off vertically and horizontally with blocking in manner indicated. Install through-wall flashing and weep holes above horizontal blocking.

3.11 REINFORCED UNIT MASONRY

A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.

1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and that of other loads that may be placed on them during construction.

B. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.

C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.

1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
2. Limit height of vertical grout pours to not more than 60 inches.

3.12 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.

1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.

2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
3. Place grout only after inspectors have verified proportions of site-prepared grout.

B. Testing Prior to Construction: One set of tests.

C. Testing Frequency: One set of tests for each 5000 sq. ft. of wall area or portion thereof.

D. Clay Masonry Unit Test: For each type of unit provided, according to ASTM C67 for compressive strength.

E. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C140 for compressive strength.

F. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C780.

G. Mortar Test (Property Specification): For each mix provided, according to ASTM C780. Test mortar for mortar air content and compressive strength.

H. Grout Test (Compressive Strength): For each mix provided, according to ASTM C1019.

3.13 REPAIRING, POINTING, AND CLEANING

A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
3. Protect adjacent surfaces from contact with cleaner.
4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
5. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
6. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

3.14 MASONRY WASTE DISPOSAL

A. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.

1. Do not dispose of masonry waste as fill within 18 inches of finished grade.

B. Masonry Waste Recycling: Return broken CMUs not used as fill to manufacturer for recycling.

C. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above or recycled, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042000

SECTION 061643 – GLASS MAT SHEATHING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Wall Sheathing.
2. Weather-Resistant Sheathing Barriers.

1.2 REFERENCES

A. American Society for Testing and Materials:

1. ASTM C 297: Standard Test Method for Flatwise Tensile Strength of Sandwich Constructions
2. ASTM C 954: Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs from 0.033 inch to 0.110 inch in Thickness
3. ASTM C 1002: Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs.
4. ASTM C 1177: Standard Specification for Glass Mat Gypsum – Substrate for use as Sheathing.
5. ASTM C 1280: Standard Specification for Application of Gypsum Sheathing.
6. ASTM C 1396: Standard Specification for Gypsum Board.
7. ASTM D 226: Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
8. ASTM E 84: Standard Test Method for Surface Burning Characteristics of Building Materials.
9. ASTM E 119: Test Method for Fire Tests of Building Construction and Materials.
10. ASTM E 1677: Standard Specification for an Air Retarder (AR) Material or System for Low-Rise Framed Building Walls.

B. Gypsum Association:

1. GA 253: Recommended Specification for the Application of Gypsum Sheathing.

1.3 SUBMITTALS

A. General: Submit in accordance with Section 013300

B. Product Data: Submit manufacturer's current technical literature for product specified.

1.4 QUALITY ASSURANCE

A. Fire Resistance Rated Assembly Characteristics: Provide materials and construction identical to those tested in accordance to ASTM E 119 by an independent testing and inspection agency acceptable to authorities having jurisdiction.

1. Fire Resistance Ratings: Indicated by design designations from UL Fire Resistance Directory.

1.5 DELIVERY, STORAGE, AND HANDLING

A. All materials shall be delivered in their original unopened packages and stored in an enclosed shelter providing protection from damage and exposure to the elements. Store all glass mat sheathing flat. Panels are heavy and can fall over, causing serious injury or death. Do not move unless authorized.

PART 2 - PRODUCTS

2.1 WALL SHEATHING

A. Glass Mat Gypsum Sheathing: ASTM C 1177 gypsum sheathing.

1. Basis-of-Design Product: Subject to compliance with requirements, provide SECUROCK Brand Glass Mat Sheathing by United States Gypsum Company, or approved equal.
2. Type and Thickness: Regular, 1/2 inch thick.
3. Size: 48 by 96 inches with square edge.

B. FASTENERS

1. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and application.
2. Screws for Fastening Sheathing to Cold-Formed Metal Framing: #6 2-1/4 inch with corrosion-resistance of more than 800 hours per ASTM B117 (Minimum).
   a. For steel framing less than 0.0329 inch thick, attach sheathing to comply with ASTM C 1002.
   b. For steel framing from 0.033 to 0.112 inch thick, attach sheathing to comply with ASTM C 954.

2.2 WEATHER-RESISTANT SHEATHING PAPERS (Weather Resistive Barrier)

A. Building Wrap: ASTM E 1677, Type I air retarder, with flame-spread and smoke-developed indexes of less that 25 and 450, respectively, when tested according to ASTM E 84, UV stabilized and acceptable to authorities having jurisdiction.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product in accordance with Section 072500 – Weather Barriers.

B. Building-Wrap Tape: Pressure-sensitive plastic tape recommended by building wrap manufacturer for sealing joints and penetrations in building wrap.

2.3 MISCELLANEOUS MATERIALS

A. Sealant For Glass Mat Gypsum Sheathing Board: Elastomeric, medium-modulus, neutral-curing silicone joint sealant compatible with joint substrates formed by gypsum sheathing and other materials.

B. Sealant for Glass-Mat Gypsum Sheathing Board: Silicone emulsion sealant complying with ASTM C 834, compatible with sheathing tape and sheathing.

C. Sheathing Tape for Glass-Mat Gypsum Sheathing Board: Self –adhering, glass fiber tape, minimum 2" wide for use with silicone emulsion sealant in sealing joints in glass-mat gypsum sheathing board.

D. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film.

E. Primer for Flexible Flashing: Product recommended by manufacturer of flexible flashing for substrate.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

B. Cut panels at penetrations, edges, and other obstructions of work; fit closely against abutting construction, unless otherwise indicated.

C. Coordinate wall sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.

D. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

3.2 SHEATHING INSTALLATION

A. Comply with ASTM C 1280, GA-253 and manufacturer's written instructions.
1. Fasten sheathing to cold-formed metal framing with screws.
2. Install boards with a 3/8-inchgap where non-load-bearing construction abuts structural elements.
3. Install boards with a 1/4-inchgap where they abut masonry or similar materials that might retain moisture, to prevent wicking.

B. Apply fasteners so heads bear tightly against face of sheathing boards but do not cut into facing.

1. Sheathing may be installed with the long dimension of the sheathing either parallel or perpendicular to framing. Board orientation to be dictated by performance requirements. Abut ends and/or edges of the boards centered over face of framing members. Offset board joints by not less than one stud spacing
   a. Space fasteners a maximum of 8 inches o.c. and set back a minimum of 3/8 inch from edges and ends of boards. Adjust spacing of fasteners to meet specific fire or structural performance requirements.
   b. For sheathing under stucco cladding, boards may be initially tacked in place with screws if overlying self-furring metal lath is screw-attached through sheathing to studs immediately after sheathing is installed.

3.3 WEATHER-RESISTANT SHEATHING PAPER INSTALLATION

A. General: Cover sheathing with weather-resistant sheathing paper as follows:

1. Cut back barrier 1/2 inch on each side of the break in supporting members at expansion- or control-joint locations.
2. Apply barrier to cover vertical flashing with a minimum 4-inchoverlap, unless otherwise indicated.

B. Building Wrap: Comply with manufacturer's written instructions.

1. Seal seams, edges, fasteners, and penetrations with tape.
2. Extend into jambs of openings and seal corners with tape.

3.4 FLEXIBLE FLASHING INSTALLATION

A. Apply flexible flashing where indicated to comply with manufacturers written instructions.

1. Prime substrates as recommended by flashing manufacturer.
2. Lap seams and junctures with other materials at least 4 inches, except that at flashing flanges of other construction, laps need not exceed flange width.
3. Lap flashing over weather-resistant building paper at bottom and sides of openings.
4. Lap weather-resistant building paper over flashing at heads of openings.
5. After flashing has been applied, roll surfaces with a hard rubber or metal roller to ensure that flashing is completely adhered to substrates.

END OF SECTION 061643

SECTION 072500 - WEATHER BARRIERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Building wrap.
   2. Flexible flashing.
   3. Drainage material.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For water-resistive barrier and flexible flashing, from ICC-ES.

PART 2 - PRODUCTS

2.1 WATER-RESISTIVE BARRIER

A. Building Wrap: ASTM E1677, Type I air barrier; with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, when tested according to ASTM E84; UV stabilized; and acceptable to authorities having jurisdiction.
   1. Water-Vapor Permeance: Not less than 75 perms per ASTM E96/E96M, Desiccant Method (Procedure A).
   2. Flame Propagation Test: Materials and construction shall be as tested according to NFPA 285.

B. Building-Wrap Tape: Pressure-sensitive plastic tape recommended by building-wrap manufacturer for sealing joints and penetrations in building wrap.

2.2 FLEXIBLE FLASHING

A. Butyl Rubber Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.
   1. Flame Propagation Test: Materials and construction shall be as tested according to NFPA 285.

B. Rubberized-Asphalt Flashing: Composite, self-adhesive, flashing product consisting of a pliable, rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.
   1. Flame Propagation Test: Materials and construction shall be as tested according to NFPA 285.

2.3 DRAINAGE MATERIAL

A. Drainage Material: Product shall maintain a continuous open space between water-resistive barrier and exterior cladding to create a drainage plane and shall be used under siding.
   1. Flame Propagation Test: Materials and construction shall be as tested according to NFPA 285.

PART 3 - EXECUTION

3.1 WATER-RESISTIVE BARRIER INSTALLATION

A. Cover sheathing with water-resistive barrier as follows:

   1. Cut back barrier 1/2 inch on each side of the break in supporting members at expansion- or control-joint locations.
   2. Apply barrier to cover vertical flashing with a minimum 4-inch overlap unless otherwise indicated.

B. ~~Building Wrap: Comply with manufacturer's written instructions and warranty requirements.~~ Not Applicable

   1. Seal seams, edges, fasteners, and penetrations with tape.
   2. Extend into jambs of openings and seal corners with tape.

3.2 FLEXIBLE FLASHING INSTALLATION

A. Apply flexible flashing where indicated to comply with manufacturer's written instructions.

   1. Lap seams and junctures with other materials at least 4 inches except that at flashing flanges of other construction, laps need not exceed flange width.
   2. Lap flashing over water-resistive barrier at bottom and sides of openings.
   3. Lap water-resistive barrier over flashing at heads of openings.

3.3 DRAINAGE MATERIAL INSTALLATION

A. Install drainage material over building wrap and flashing to comply with manufacturer's written instructions.

END OF SECTION 072500

SECTION 072726 – FLUID-APPLIED MEMBRANE AIR BARRIERS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Use of this section intended for water/air/vapor barrier for CMU walls at brick veneer/CMU cavity.

B. Surface preparation.

C. Application of liquid-applied asphalt emulsion air/vapor barrier.

D. Application of materials to provide bridge and seal air leakage pathways in:
   1. Wall and roof connections and penetrations.
   2. Connections to foundation walls.
   3. Walls, windows, curtain walls, storefronts, louvers or doors
   4. Expansion and control joints.
   5. Masonry ties.
   6. All other penetrations through the wall assembly.

REFERENCES

A. ASTM D146-97 - Standard Test Methods for Sampling and Testing Bitumen-Saturated Felts and Fabrics Used in Roofing and Waterproofing.

B. ASTM D412-98a(2002)e1 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.

C. ASTM E96-00e1 (Method B) - Standard Test Methods for Water Vapor Transmission of Materials.

D. ASTM E283-91 (1999) - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.

E. ASTM E783 - Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors.

F. ASTM E1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform or Cyclic Static Air Pressure Difference.

G. ASTM E2178-01 - Standard Test Method for Air Permeance of Building Materials.

H. ASTM E2357 - 05 Standard Test Method for Determining Air Leakage of Air Barrier Assemblies.

I. 2005 National Building Code of Canada.

1.02 SUBMITTALS

A. Comply with Section 01 33 00 - Submittal Procedures.

B. Submit manufacturer's product data and application instructions.

1.03 QUALITY ASSURANCE

A. Installer Qualifications:
   1. Use an experienced installer and adequate number of skilled personnel who are thoroughly trained and experienced in the application of the air barrier.
      a. Air Barrier Installer performing Work shall be approved by air barrier membrane manufacturer.

B. Obtain air/vapor barrier materials from a single manufacturer regularly engaged in manufacturing the product.

C. Provide products which comply with all state and local regulations controlling use of volatile organic compounds (VOCs).

1.04 PRECONSTRUCTION MEETING

A. Preconstruction Meeting: Convene prior to commencing Work of this section.

1.05 MOCK-UPS

A. Prior to installation of air/vapor barrier, apply air/vapor barrier as follows to verify details under shop drawing submittals and to demonstrate tie-ins with adjoining construction and other termination conditions, as well as qualities of materials and execution.

B. Apply air barrier in field-constructed mock-ups of assemblies specified in Section 04 20 00 – Unit Masonry and Section 09 20 00 – Plaster and Gypsum Board.

C. Apply air/vapor barrier in field-constructed mock-ups of assemblies specified.

D. Construct typical exterior wall panel, 8' long by 8' wide, incorporating back-up wall, cladding, window and doorframe and sill, insulation, flashing, [building corner condition,] [junction with roof system] [foundation wall] [and] [typical penetrations and gaps]; illustrating materials interface and seals.

E. Test mock-up in accordance with ASTM E783 and ASTM E1105 for air and water infiltration.

F. Cooperate and coordinate with the Owner's inspection and testing agency. Do not cover any installed air and vapor barrier membrane unless it has been inspected, tested and approved.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Store materials in a clean, dry area in accordance with manufacturer's instructions.

C. Store at temperatures above 32° F (0° C), free from contact with cold or frozen surfaces.

D. Protect materials during handling and application to prevent damage or contamination.

1.07 ENVIRONMENTAL REQUIREMENTS

A. Product not intended for uses subject to abuse or permanent exposure to the elements.

B. Do not proceed with product application during rain or inclement weather.

C. Do not apply membrane when air or surface temperatures are below 30° F (-1° C).

D. Do not apply to frozen substrate.

PART 2 - PRODUCTS

2.01 BASIS OF DESIGN MANUFACTURER

A. W. R. MEADOWS®, INC., PO Box 338, Hampshire, Illinois 60140-0338. (800) 342-5976. (847) 683-4500. Fax (847) 683-4544. Website www.wrmeadows.com.

B. Or approved equal.

2.02 MATERIALS

A. Liquid Air Vapor Barrier System: One-component, polymer-modified, cold-applied, liquid air/vapor barrier membrane.
   1. Performance Based Specification: Air/vapor barrier membrane shall be an elastomeric asphalt emulsion having the following characteristics:
      a. Air Leakage ASTM E2357: 0.04 cfm / ft.^{2} @ 75 Pa (1.57 lb./ft.^{2}).
      b. Air Permeability ASTM E2178: 0.004 cfm /ft.^{2} @ 75 Pa (1.57 lb./ft.^{2}).
      c. Water Vapor Permeance ASTM E96 (Method B): ≤0.1 perms.
      d. Elongation ASTM D412: 1500 %.
      e. Tensile Strength ASTM D412: 15 psi.
   2. Proprietary Based Specification: AIR-SHIELD LM by W. R. MEADOWS.

2.03 ACCESSORIES

A. Flashing and Transition Membrane: Self-adhesive polymeric sheet membrane having a thickness of 40 mils (1 mm).

   1. AIR-SHIELD THRU-WALL FLASHING by W. R. MEADOWS.

B. Liquid Flashing and Joint Sealant for exterior sheathing panels: Fluid -applied, single-component, flashing membrane for rough openings and detailing.
   1. AIR-SHIELD LIQUID FLASHING by W. R. MEADOWS.

C. Joint Tape: Self-adhesive polymeric membrane for joints of plywood and oriented strand board (OSB).
   1. AIR-SHIELD by W. R. MEADOWS.

D. Membrane Adhesive:
   1. Temperatures above 40° F (4° C): Water-Based Adhesive
      a. MEL-PRIME™ W/B Water-Based Adhesive by W. R. MEADOWS.
   2. Temperatures below 30° F (-1° C): Solvent-Based Adhesive.
      a. MEL-PRIME Solvent-Based Adhesive by W. R. MEADOWS.

E. Pointing Mastic: mastic for sealing penetrations and terminations of membrane.
   1. POINTING MASTIC by W .R. MEADOWS.

F. Detailing Membrane: non-slump waterproofing material for joint detailing.
   1. BEM by W. R. MEADOWS.

G. Concrete Repair Materials: general purpose patching materials.
   1. MEADOW-PATCH™ 5 and 20 Concrete Repair Mortars by W. R. MEADOWS.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine surfaces to receive membrane. Notify Architect if surfaces are not acceptable. Do not begin surface preparation or application until unacceptable conditions have been corrected.

3.02 SURFACE PREPARATION

A. Protect adjacent surfaces not designated to receive air/vapor barrier.

B. Clean and prepare surfaces to receive air/vapor barrier membrane in accordance with manufacturer's instructions.

C. Do not apply membrane to surfaces unacceptable to manufacturer.

D. Concrete surfaces must be clean, free of standing water, ice, snow, frost, dust, dirt, oil, curing compounds or any other foreign material that could prevent proper adhesion of the membrane.

E. Patch all holes and voids and smooth out any surface misalignments.

F. Patch all cracks, protrusions, small voids, offsets, details, irregularities, and small deformities with cementitious patching mortar at least two hours before application.

G. Ensure joints between dissimilar building materials are sealed with a strip of self-adhesive membrane 6" (150 mm) wide, centered over the joint.

3.03 APPLICATION OF AIR BARRIER SYSTEM

A. Transition Membrane.
1. Condition surfaces to be covered in one working day with applicable adhesive.
2. Apply transition membrane with a minimum overlap of 3" onto primed surface at all joints, columns, beams, and dissimilar materials.
3. Roll membrane firmly into place.
4. Ensure membrane is fully adhered and remove all wrinkles and fish mouths.
5. Overlap subsequent courses of membrane a minimum of 2" and ensure joints are fully adhered.
6. Seal top edge of transition membrane with pointing mastic.

B. Rough Opening Transition Membrane.
1. Fluid-Applied Transition Membrane using liquid flashing membrane
   a. Apply a coat of membrane adhesive on the raw edges of exterior gypsum board.
   b. Treatment of joints or cracks larger than ¼" (6.35 mm) and less than ½" (12.7mm).
      1) Prefill any joints or cracks with the liquid flashing material.
      2) Apply a generous bead of material over the joint.
      3) Press and spread liquid flashing into the joint.
      4) Allow material to skin over prior to full application of liquid flashing the rough opening.
   c. Treatment of joints or cracks larger than ½" (12.7 mm)
      1) Install backer rod into the joint to control depth of liquid flashing material.
      2) a generous bead of material over and into the joint.
      3) Press and spread liquid flashing into the joint.
      4) Smooth out using a spreader tool or putty knife
      5) Allow material to cure prior to full application of liquid flashing into the rough opening.
      6) Apply a bead of liquid flashing in the rough opening starting at the top and continuing around the rough opening.
      7) Spread the material using a spreader tool or putty knife across the rough surface.
      8) Test the material thickness using a wet mil gauge to ensure that it has a thickness of 12-15 mils.
      9) Apply a generous bead of liquid flashing material to the vertical surface around the rough opening and spread this material 4" – 6" (100 – 152 mm) onto the vertical surface with a spreader tool or putty knife.
      10) Test the thickness to ensure the material has a thickness of 12-15 mils.
      11) Allow liquid flashing material to dry before installing any windows, doors, wall assembly, and full air barrier material.

C. Through Wall Flashing.
1. Condition surfaces to be covered in one working day with applicable adhesive.
2. Remove release paper prior to application.
3. Apply though wall flashing at based of masonry walls as indicated on.
4. Recess through wall flashing 1/2" (13 mm) from the face of the masonry.
5. Apply a bead of pointing mastic if through wall flashing is not embedded into masonry.

D. Air Barrier Membrane.
1. Apply air/vapor barrier membrane in accordance with manufacturer's instructions.
2. Thoroughly mechanically mix membrane prior to application.
3. Apply membrane by spray or roller at a minimum coverage rate of 20-25 ft.^{2}/gal. (60 mils wet, 45 mils dry). Two coats (30 mils wet) may be necessary.
4. Frequently inspect surface area with a wet mil gauge to ensure consistent thickness.
5. Work material into any fluted rib forming indentations.
6. Cured thickness of membrane should be 45 mils dry.
7. Avoid use of products which contain tars, solvents, pitches, polysulfide, or PVC materials that may come into contact with air/vapor barrier system.

3.04 PROTECTION

A. Cover air/vapor barrier membrane as soon as possible, since it is not designed for permanent exposure.

END OF SECTION 072726

SECTION 074213.23 - METAL COMPOSITE MATERIAL WALL PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes MCM wall panels.

1.3 DEFINITIONS

A. DBVR: Drained and back-ventilated rainscreen system; rainscreen system designed to drain and dry cavity entering water through drainage channels, weeps, and air ventilation.

B. MCM: MCM; cladding material formed by joining two thin metal skins to polyethylene or fire-retardant core and bonded under precise temperature, pressure, and tension.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Meet with Owner, Architect, Owner's insurer if applicable, MCM panel Fabricator and Installer, MCM sheet manufacturer's representative, structural-support Installer, and installers whose work interfaces with or affects MCM panels, including installers of doors, windows, and louvers.
2. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
3. Examine support conditions for compliance with requirements, including alignment between and attachment to structural members.
4. Review flashings, special siding details, wall penetrations, openings, and condition of other construction that affect MCM panels.
5. Review governing regulations and requirements for insurance, certificates, and tests and inspections if applicable.
6. Review temporary protection requirements for MCM panel assembly during and after installation.
7. Review procedures for repair of panels damaged after installation.
8. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.

B. Shop Drawings:

1. Include fabrication and installation layouts of MCM panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment assembly, trim, flashings, closures, and accessories; and special details.
2. Accessories: Include details of the flashing, trim and anchorage, at a scale of not less than 1-1/2 inches per 12 inches (1:10).

C. Samples for Initial Selection: For each type of MCM panel indicated with factory-applied color finishes.

1. Include similar Samples of trim and accessories involving color selection.

D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.

1. MCM Panels: 12 inches (305 mm) long by actual panel width. Include fasteners, closures, and other MCM panel accessories. Submit custom color samples in paint manufacturer's standard size.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Product Test Reports: For each product, tests performed by a qualified testing agency.

1. MCM Manufacturer's Material Test Reports: Certified test reports showing compliance with specific performance or third-party listing documenting compliance to comparable code sections IBC 1407.14 and IBC 1703.5.
2. MCM System Fabricator's Certified System Tests Reports: Certified system test reports showing system compliance with specific performance or third-party listing documenting compliance code section. Base performance requirements on MCM system type provided.

a. Wet System: Tested to AAMA 501.
b. DBVR System: Tested to AAMA 509.
c. PER System: Tested to AAMA 508.

C. Field quality-control reports.

D. Sample Warranties: For special warranties.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For MCM panels to include in maintenance manuals.

1.8 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by MCM Fabricator.

B. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for MCM fabrication and installation.

1. Build mockup of typical MCM panel assembly as shown on Drawings, including corner, soffits, supports, attachments, and accessories.
2. Water-Spray Test: Conduct water-spray test of mockup of MCM panel assembly, testing for water penetration in accordance with AAMA 501.2.
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver components, MCM panels, and other manufactured items so as not to be damaged or deformed. Package MCM panels for protection during transportation and handling.

B. Unload, store, and erect MCM panels in a manner to prevent bending, warping, twisting, and surface damage.

C. Stack MCM panels on platforms or pallets, covered with suitable weathertight and ventilated covering. Store MCM panels to ensure dryness, with positive slope for drainage of water. Do not store MCM panels in contact with other materials that might cause staining, denting, or other surface damage.

D. Retain strippable protective covering on MCM panels during installation.

1.10 FIELD CONDITIONS

A. ~~Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of MCM panels to be performed in accordance with manufacturers' written instructions and warranty requirements~~.
Not Applicable

1.11 COORDINATION

A. Coordinate MCM panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.12 WARRANTY

A. Warranty on Panel Material: Manufacturer's standard form in which manufacturer agrees to replace MCM that fails within specified warranty period.

1. ~~Warranty Period: Five years from date of Substantial Completion~~. Not Applicable

B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace MCM panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. ~~Finish Warranty Period: 20 years from date of Substantial Completion.~~ Not Applicable

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Structural Performance: Provide MCM panel systems capable of withstanding the effects of the following loads, based on testing in accordance with ASTM E330:

1. Wind Loads: As indicated on Structural Drawings.
2. Other Design Loads: As indicated on Drawings.
3. Panel Deflection Limit: For wind loads, no greater than 1/60 of the span
4. Framing Member Deflection Limits: For wind loads, no greater than 1/180; see Structural Drawings for additional information.

B. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) of wall area when tested in accordance with ASTM E283 at the following test-pressure difference:

1. Test-Pressure Difference: 6.24 lbf/sq. ft. (300 Pa).

C. Water Penetration under Static Pressure: No water penetration to room side of assembly when tested for 15 minutes in accordance with ASTM E331 at the following test-pressure difference:

1. Test-Pressure Difference: 6.24 lbf/sq. ft. (300 Pa).

D. Thermal Movements: Locate expansion and contraction points to allow for free and noiseless thermal movements from surface temperature changes.

1. Temperature Change (Range): minus 20 deg F to 180 deg F (minus 29 to 82.2 deg C), material surfaces.

E. Fire Propagation Characteristics: MCM wall assembly passes NFPA 285 testing.

2.2 MCM WALL PANELS (MCM-1, MCM-2 as identified on Drawings).

A. MCM Wall Panel Systems: Provide factory-formed and -assembled, MCM wall panels fabricated from two metal facings that are bonded to a solid, extruded thermoplastic core; formed into profile

for installation method indicated. Include attachment assembly components, panel stiffeners, and accessories required for weathertight system.

1. Basis-of-Design Product: Subject to compliance with requirements, provide ALUCOBOND®; 3A Composites USA Inc.; ALUCOBOND® PLUS Dry Reveal System or comparable product by:
   a. Pac-Clad.
   b. Americlad.
   c. CMG Coated Metals Group.

B. Aluminum-Faced Composite Wall Panels: Formed with 0.020-inch- (0.50-mm-) thick, coil-coated aluminum sheet facings.

1. Panel Thickness: 0.157 inch (4 mm).
2. Core: Fire retardant.
3. Exterior Finish: PVDF fluoropolymer.
   a. Color: As selected by Architect from manufacturer's full range.
4. Peel Strength: 22.5 in-lb/in. (100 N x mm/mm) when tested for bond integrity in accordance with ASTM D1781.
5. Fire Performance: Flame spread less than 25 and smoke developed less than 450, in accordance with ASTM E84.

C. Attachment Assembly Components: Formed from extruded aluminum.

2.3 MISCELLANEOUS MATERIALS

A. Miscellaneous Metal Subframing and Furring: ASTM C645, cold-formed, metallic-coated steel sheet ASTM A653/A653M, G90 (Z275 hot-dip galvanized) coating designation or ASTM A792/A792M, Class AZ50 (Class AZM150) aluminum-zinc-alloy coating designation unless otherwise indicated. Provide Fabricator's standard sections as required for support and alignment of MCM panel system.

B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of MCM panels unless otherwise indicated.

C. Flashing and Trim: Provide flashing and trim formed from same material as MCM panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, endwalls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim with same finish system as adjacent MCM panels.

1. Basis-of-Design Product: Subject to compliance with requirements, provide ALUCOBOND®; 3A Composites USA Inc.; ALUCOBOND® Axcent™ Trim or comparable product by one of the following:
   a. Arconic Architectural Products (USA).

   b. Mitsubishi Chemical Composites.
2. Aluminum Trim: Formed with 0.040-inch (1.00-mm-) thick, coil-coated aluminum sheet facings.
3. Color: As selected by Architect from manufacturer's full range.

D. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of MCM panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.

E. Panel Sealants: ASTM C920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in MCM panels and remain weathertight; and as recommended in writing by MCM panel manufacturer.

2.4 FABRICATION

A. General: Fabricate and finish MCM panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

B. Fabricate MCM panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.

C. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations or recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
2. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
3. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
4. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
5. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
6. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
   a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal wall panel manufacturer for application but not less than thickness of metal being secured.

2.5 FINISHES

A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

C. Aluminum Panels and Accessories:

1. PVDF Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
2. FEVE Fluoropolymer: AAMA 2605. One-coat clear fluoropolymer finish containing 100 percent fluorinated ethylene vinyl ether resin in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
3. Siliconized Polyester: Epoxy primer and silicone-modified, polyester-enamel topcoat; with a dry film thickness of not less than 0.2 mil (0.005 mm) for primer and 0.8 mil (0.02 mm) for topcoat.
4. Exposed Anodized Finish:

a. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.
b. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, MCM panel supports, and other conditions affecting performance of the Work.

1. Examine wall framing to verify that girts, angles, channels, studs, and other structural panel support members and anchorage have been installed within alignment tolerances required by MCM wall panel manufacturer.
2. Examine wall sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by MCM wall panel manufacturer.

a. Verify that air- or water-resistive barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.

B. Examine roughing-in for components and assemblies penetrating MCM panels to verify actual locations of penetrations relative to seam locations of MCM panels before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Miscellaneous Supports: Install sub-framing, furring, and other miscellaneous panel support members and anchorages in accordance with ASTM C754 and MCM panel manufacturer's written recommendations.

3.3 MCM PANEL INSTALLATION

A. General: Install MCM panels in accordance with Fabricator's written instructions in orientation, sizes, and locations indicated on Drawings. Install panels perpendicular to supports unless otherwise indicated. Anchor MCM panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Shim or otherwise plumb substrates receiving MCM panels.
2. Flash and seal MCM panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by MCM panels are installed.
3. Install screw fasteners in predrilled holes.
4. Locate and space fastenings in uniform vertical and horizontal alignment.
5. Install flashing and trim as MCM panel work proceeds.
6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
7. Align bottoms of MCM panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
8. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.

B. Fasteners:

1. Aluminum Panels: Use aluminum or stainless steel fasteners for surfaces exposed to the exterior; use aluminum or galvanized-steel fasteners for surfaces exposed to the interior.

C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by MCM panel manufacturer.

D. Attachment Assembly, General: Install attachment assembly required to support MCM wall panels and to provide a complete weathertight wall system, including subgirts, perimeter extrusions, tracks, drainage channels, panel clips, and anchor channels.

1. Include attachment to supports, panel-to-panel joinery, panel-to-dissimilar-material joinery, and panel-system joint seals.

E. Panel Installation: Attach MCM wall panels to supports at locations, spacings, and with fasteners recommended by Fabricator to achieve performance requirements specified.

1. Wet Seal Systems: Seal horizontal and vertical joints between adjacent MCM wall panels with sealant backing and sealant. Install sealant backing and sealant in accordance with requirements specified in Section 079200 "Joint Sealants."

    a. Clip Installation: Attach panel clips to supports at locations, spacings, and with fasteners recommended in writing by Fabricator. Attach routed-and-returned flanges of wall panels to panel clips with Fabricator's standard fasteners.
    b. Panel Installation:

        1) Seal horizontal and vertical joints between adjacent panels with sealant backing and sealant. Install sealant backing and sealant in accordance with requirements specified in Section 079200 "Joint Sealants."
        2) Seal horizontal and vertical joints between adjacent MCM wall panels with Fabricator's standard gaskets.
        3) Joint Sealing: Seal all joints in accordance with AAMA 501.

2. PER Installation: Install using Fabricator's standard assembly with vertical channel that provides support and secondary drainage assembly, draining at base of wall. Notch vertical channel to receive support pins. Install vertical channels supported by channel brackets or adjuster angles and at locations, spacings, and with fasteners recommended by manufacturer. Attach MCM wall panels by inserting horizontal support pins into notches in vertical channels and into flanges of panels. Leave horizontal and vertical joints with open reveal.
    a. Track-Support Installation: Install support assembly at locations, spacings, and with fasteners recommended by Fabricator. Use Fabricator's standard horizontal tracks and vertical tracks or drain channels that provide support and secondary drainage assembly, draining to the exterior at horizontal joints through drain tube. Attach MCM wall panels to tracks by interlocking panel edges with Fabricator's standard "T" clips.
    b. Panel Installation:
        1) Attach routed-and-returned flanges of wall panels to perimeter extrusions with Fabricator's standard fasteners.
        2) Install wall panels to allow individual panels to "free float" and be installed and removed without disturbing adjacent panels.
    c. Joint Sealing: Seal all joints in accordance with AAMA 508. Do not apply sealants to joints unless indicated.
3. DBVR System: Install using Fabricator's standard assembly with vertical channel that provides support and secondary drainage assembly, draining at base of wall. Notch vertical channel to receive support pins. Install vertical channels supported by channel brackets or adjuster angles and at locations, spacings, and with fasteners recommended by Fabricator. Attach MCM wall panels by inserting horizontal support pins into notches in vertical channels and into flanges of panels. Leave horizontal and vertical joints with open reveal.
    a. Track-Support Installation: Install support assembly at locations, spacings, and with fasteners recommended by manufacturer. Use Fabricator's standard horizontal tracks and vertical tracks or drain channels that provide support and secondary drainage assembly, draining to the exterior at horizontal joints through drain tube. Attach MCM wall panels to tracks by interlocking panel edges with Fabricator's standard "T" clips.
    b. Panel Installation:
        1) Attach routed-and-returned flanges of wall panels to perimeter extrusions with manufacturer's standard fasteners.

        2) Install wall panels to allow individual panels to "free float" and be installed and removed without disturbing adjacent panels.
    c. Joint Sealing: Seal all joints in accordance with AAMA 509. Do not apply sealants to joints unless otherwise indicated.

F. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete MCM panel assembly including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by MCM panel Fabricator; or, if not indicated, provide types recommended in writing by MCM system Fabricator.

G. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, or SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible and set units true to line and level as indicated. Install work with laps, joints, and seams that are permanently watertight.

1. Install exposed flashing and trim that is without buckling and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof performance.
2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (605 mm) of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).

3.4 ERECTION TOLERANCES

A. Site Verifications of Conditions:

1. Verify conditions of substrate previously installed under other Sections are acceptable for the MCM system installation. Provide documentation indicating detrimental conditions to the MCM system performance.
2. Once conditions are verified, MCM system installation tolerances are as follows:

    a. Shim and align MCM wall panel units within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m), non-accumulative, on level, plumb, and location lines as indicated, and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

3.5 FIELD QUALITY CONTROL

A. Water-Spray Test: After installation, test area of assembly as directed by Architect for water penetration in accordance with AAMA 501.2.

B. Fabricator's Field Service: Engage a factory-authorized service representative to test and inspect completed MCM wall panel installation, including accessories.

C. MCM wall panels will be considered defective if they do not pass test and inspections.

D. Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.

E. Prepare test and inspection reports.

3.6 CLEANING AND PROTECTION

A. Remove temporary protective coverings and strippable films, if any, as MCM panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of MCM panel installation, clean finished surfaces as recommended by MCM panel manufacturer. Maintain in a clean condition during construction.

B. After MCM panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.

C. Replace MCM panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 074213.23

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Manufactured reglets with counterflashing.
2. Formed roof-drainage sheet metal fabrications.
3. Formed low-slope roof sheet metal fabrications.
4. Formed steep-slope roof sheet metal fabrications.
5. Formed wall sheet metal fabrications.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Distinguish between shop- and field-assembled work.
3. Include identification of finish for each item.
4. Include pattern of seams and details of termination points, expansion joints and expansion-joint covers, direction of expansion, roof-penetration flashing, and connections to adjoining work.

C. Samples: For each exposed product and for each color and texture specified.

1.4 INFORMATIONAL SUBMITTALS

A. Product certificates.

B. Product test reports.

C. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

1. For copings and roof edge flashings that are SPRI ES-1 tested, shop shall be listed as able to fabricate required details as tested and approved.

B. Mockups: Build mockups to verify selections made under Sample submittals to demonstrate aesthetic effects and to set quality standards for fabrication and installation.

1. Build mockup of typical roof eave, including built-in gutter fascia fascia trim apron flashing, approximately 5 long.

1.7 WARRANTY

A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. ~~Finish Warranty Period: 20 years from date of Substantial Completion.~~ Not Applicable

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.

C. Sheet Metal Standard for Copper: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.

D. SPRI Wind Design Standard: Manufacture and install roof edge flashings tested according to SPRI ES-1 and capable of resisting the following design pressure:

1. Design Pressure: As indicated on Drawings.

E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 SHEET METALS

A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.

1. Exposed Coil-Coated Finish:

a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

2. Color: As selected by Architect from manufacturer's full range.

2.3 UNDERLAYMENT MATERIALS

A. Felt: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.

2.4 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.

1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.

a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.

2. Fasteners for Copper Sheet: Copper, hardware bronze or passivated Series 300 stainless steel.
3. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
4. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
5. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329.

C. Solder:

1. For Zinc-Coated (Galvanized) Steel: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead or Grade Sn60, 60 percent tin and 40 percent lead with maximum lead content of 0.2 percent.

D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.

E. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

F. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.

G. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.

H. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.5 MANUFACTURED REGLETS

A. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and -welded corners and junctions and with interlocking counterflashing on exterior face, of same metal as reglet.
1. Material: Stainless steel, 0.019 inch thick.
2. Finish: With manufacturer's standard color coating.

2.6 FABRICATION, GENERAL

A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.

1. Obtain field measurements for accurate fit before shop fabrication.
2. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
3. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.

B. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.

1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

C. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.

D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

E. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.

F. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.

2.7 ROOF-DRAINAGE SHEET METAL FABRICATIONS

A. Hanging Gutters: Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch-long sections. Furnish flat-stock gutter brackets and gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard but with thickness not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, and gutter accessories from same metal as gutters. Shop fabricate interior and exterior corners.

1. Accessories: Continuous, removable leaf screen with sheet metal frame and hardware cloth screen.

B. Downspouts: Fabricate rectangular downspouts to dimensions indicated, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors. Shop fabricate elbows.
1. Fabricate from the following materials:
   a. Aluminum: 0.024 inch thick.

C. Parapet Scuppers: Fabricate scuppers to dimensions required, with closure flange trim to exterior, 4-inch-wide wall flanges to interior, and base extending 4 inches beyond cant or tapered strip into field of roof. Fabricate from the following materials:
1. Aluminum: 0.032 inch thick.

D. Conductor Heads: Fabricate conductor heads with flanged back and stiffened top edge and of dimensions and shape required, complete with outlet tubes. Fabricate from the following materials:
1. Aluminum: 0.032 inch thick.

E. Splash Pans: Fabricate to dimensions and shape required and from the following materials:
1. Aluminum: 0.040 inch thick.

2.8 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

A. Roof Edge Flashing (Gravel Stop) and Fascia Cap: Fabricate in minimum 96-inch-long, but not exceeding 12-foot-long sections. Furnish with 6-inch-wide, joint cover plates. Shop fabricate interior and exterior corners.

1. Fabricate from the Following Materials:
   a. Aluminum: 0.050 inch thick.

B. Copings: Fabricate in minimum 96-inch-long, but not exceeding 12-foot-long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and interior leg. Miter corners, fasten and seal watertight. Shop fabricate interior and exterior corners.

1. Fabricate from the Following Materials:
   a. Aluminum: 0.050 inch thick.

C. Base Flashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
1. Aluminum: 0.040 inch thick.

D. Counterflashing and Flashing Receivers: Fabricate from the following materials:
1. Aluminum: 0.032 inch thick.

E. Roof-Penetration Flashing: Fabricate from the following materials:
1. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch thick.

F. Roof-Drain Flashing: Fabricate from the following materials:
1. Stainless Steel: 0.016 inch thick.

2.9 WALL SHEET METAL FABRICATIONS

A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch-long, but not exceeding 12-foot-long, sections, under copings, and at shelf angles. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches beyond each side of wall openings; and form with 2-inch-high, end dams. Fabricate from the following materials:
1. Stainless Steel: 0.016 inch thick.

PART 3 - EXECUTION

3.1 UNDERLAYMENT INSTALLATION

A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.

B. Synthetic Underlayment: Install synthetic underlayment, wrinkle free, according to manufacturers' written instructions, and using adhesive where possible to minimize use of mechanical fasteners under sheet metal.

C. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Prime substrate if recommended by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not

less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps and edges with roller. Cover underlayment within 14 days.

3.2 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
3. Space cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
5. Torch cutting of sheet metal flashing and trim is not permitted.

B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

1. Coat concealed side of uncoated-aluminum and stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.

1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.

E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

F. Seal joints as required for watertight construction. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work.

1. Do not solder metallic-coated steel and aluminum sheet.
2. Do not use torches for soldering.
3. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
4. Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.
5. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.

H. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

3.3 WALL FLASHING INSTALLATION

A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

B. Through-Wall Flashing: Installation of through-wall flashing is specified in Section 042000 "Unit Masonry."

C. Reglets: Installation of reglets is specified in Section 033000 "Cast-in-Place Concrete."

D. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings.

3.4 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder.

C. Clean off excess sealants.

D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

END OF SECTION 076200

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Nonstaining silicone joint sealants.
2. Urethane joint sealants.
3. Latex joint sealants.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product.

B. Samples: For each kind and color of joint sealant required.

C. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

A. Product test reports.

B. Preconstruction laboratory test reports.

C. Preconstruction field-adhesion-test reports.

D. Field-adhesion-test reports.

E. Sample warranties.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM C1021 to conduct the testing indicated.

1.6 PRECONSTRUCTION TESTING

A. Preconstruction Laboratory Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

1. Adhesion Testing: Use ASTM C794 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
2. Compatibility Testing: Use ASTM C1087 to determine sealant compatibility when in contact with glazing and gasket materials.

B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates. Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C1193 or Method A, Tail Procedure, in ASTM C1521.

1.7 WARRANTY

A. ~~Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.~~

1. ~~Warranty Period: Two years from date of Substantial Completion.~~ Not Applicable

B. ~~Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.~~

1. ~~Warranty Period: Five years from date of Substantial Completion.~~ Not Applicable

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 NONSTAINING SILICONE JOINT SEALANTS

A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C1248.

B. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.

2.3 URETHANE JOINT SEALANTS

A. Urethane, S, NS, 25, NT: Single-component, nonsag, nontraffic-use, plus 25 percent and minus 25 percent movement capability, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

2.4 JOINT-SEALANT BACKING

A. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin), Type O (open-cell material), Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.5 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove laitance and form-release agents from concrete.
2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces.

3.2 INSTALLATION OF JOINT SEALANTS

A. General: Comply with ASTM C1193 and joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

1. Provide concave joint profile per Figure 8A in ASTM C1193 unless otherwise indicated.

3.3 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:

a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
b. Perform one test for each 1000 feet of joint length thereafter or one test per each floor per elevation.

2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C1193 or Method A, Tail Procedure, in ASTM C1521.

B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.4 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.

1. Joint Locations:

a. Control and expansion joints in brick pavers.
b. Isolation and contraction joints in cast-in-place concrete slabs.
c. Joints between plant-precast architectural concrete paving units.
d. Joints in stone paving units, including steps.
e. Tile control and expansion joints.
f. Joints between different materials listed above.
g. Other joints as indicated on Drawings.

2. Joint Sealant: Urethane, M, P, 50, T, NT.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:

a. Construction joints in cast-in-place concrete.
b. Joints between plant-precast architectural concrete units.
c. Control and expansion joints in unit masonry.
d. Joints in dimension stone cladding.
e. Other joints as indicated on Drawings.

2. Joint Sealant: Silicone, nonstaining, S, NS, 50, NT.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

C. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:

a. Control and expansion joints on exposed interior surfaces of exterior walls.
b. Tile control and expansion joints.
c. Vertical joints on exposed surfaces of unit masonry, concrete walls and partitions.
d. Joints on underside of plant-precast structural concrete beams.
e. Other joints as indicated on Drawings.

2. Joint Sealant: Urethane, S, NS, 25, NT.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

D. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement.

1. Joint Locations:

a. Control joints on exposed interior surfaces of exterior walls.
b. Perimeter joints between interior wall surfaces and frames of interior doors and windows.

c. Other joints as indicated on Drawings.

2. Joint Sealant: Acrylic latex.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 079200

SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Non-load-bearing steel framing systems for partitions.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of code-compliance certification for studs and tracks.

B. Evaluation reports for embossed, high-strength steel studs and tracks firestop tracks, post-installed anchors and power-actuated fasteners.

1.4 QUALITY ASSURANCE

A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association the Steel Framing Industry Association or the Steel Stud Manufacturers Association.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E119 by an independent testing agency.

B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated on Drawings, according to ASTM E90 and classified according to ASTM E413 by an independent testing agency. Not Applicable

2.2 FRAMING SYSTEMS

A. Framing Members, General: Comply with ASTM C754 for conditions indicated.

1. Steel Sheet Components: Comply with ASTM C645 requirements for steel unless otherwise indicated.
2. Protective Coating: ASTM A653/A653M, G40, hot-dip galvanized unless otherwise indicated.

B. Studs and Tracks: ASTM C645. Use either conventional steel studs and tracks or embossed, high-strength steel studs and tracks.
1. Minimum Base-Steel Thickness: As required by performance requirements for horizontal deflection.
2. Depth: As indicated on Drawings.

C. Slip-Type Head Joints: Where indicated, provide one of the following:

1. Clip System: Clips designed for use in head-of-wall deflection conditions that provide a positive attachment of studs to tracks while allowing 1-1/2-inch minimum vertical movement.

2. Single Long-Leg Track System: ASTM C645 top track with 2-inch-deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top track and with continuous bridging located within 12 inches of the top of studs to provide lateral bracing.
3. Double-Track System: ASTM C645 top outer tracks, inside track with 2-inch-deep flanges in thickness not less than indicated for studs and fastened to studs, and outer track sized to friction-fit over inner track.
4. Deflection Track: Steel sheet top track manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.

D. Firestop Tracks: Top track manufactured to allow partition heads to expand and contract with movement of structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.

E. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
1. Minimum Base-Steel Thickness: As indicated on Drawings.

F. Cold-Rolled Channel Bridging: Steel, 0.0538-inch minimum base-steel thickness, with minimum 1/2-inch-wide flanges.
1. Depth: 1-1/2 inches.
2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch-thick, galvanized steel.

G. Hat-Shaped, Rigid Furring Channels: ASTM C645.
1. Minimum Base-Steel Thickness: 0.0179 inch.
2. Depth: 7/8 inch and 1-1/2 inches.

H. Resilient Furring Channels: 1/2-inch-deep, steel sheet members designed to reduce sound transmission.
1. Configuration: Asymmetrical or hat shaped.

I. Cold-Rolled Furring Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch-wide flanges.

1. Depth: 3/4 inch.
2. Furring Brackets: Adjustable, corrugated-edge-type steel sheet with minimum uncoated-steel thickness of 0.0329 inch.
3. Tie Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.

J. Z-Shaped Furring: With slotted or nonslotted web, face flange of 1-1/4 inches, wall attachment flange of 7/8 inch, minimum uncoated-steel thickness of 0.0179 inch, and depth required to fit insulation thickness indicated.

K. Furring Channels (Furring Members):

1. Cold-Rolled Channels: 0.0538-inch uncoated-steel thickness, with minimum 1/2-inch-wide flanges, 3/4 inch deep.
2. Steel Studs and Tracks: ASTM C645. Use either conventional steel studs and tracks or embossed, high-strength steel studs and tracks.

   a. Minimum Base-Steel Thickness: 0.0147 inch.
   b. Depth: 1-5/8 inches.

3. Hat-Shaped, Rigid Furring Channels: ASTM C645, 7/8 inch deep.

   a. Minimum Base-Steel Thickness: 0.0179 inch.

4. Resilient Furring Channels: 1/2-inch-deep members designed to reduce sound transmission.

   a. Configuration: Asymmetrical or hat shaped.

2.3 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.

1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

B. Isolation Strip at Exterior Walls: Provide one of the following:

1. Asphalt-Saturated Organic Felt: ASTM D226/D226M, Type I (No. 15 asphalt felt), nonperforated.
2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch thick, in width to suit steel stud size.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Installation Standard: ASTM C754.

1. Gypsum Plaster Assemblies: Also comply with requirements in ASTM C841 that apply to framing installation.
2. Portland Cement Plaster Assemblies: Also comply with requirements in ASTM C1063 that apply to framing installation.
3. Gypsum Veneer Plaster Assemblies: Also comply with requirements in ASTM C844 that apply to framing installation.
4. Gypsum Board Assemblies: Also comply with requirements in ASTM C840 that apply to framing installation.

B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.

C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

D. Install bracing at terminations in assemblies.

E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.2 INSTALLING FRAMED ASSEMBLIES

A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.

C. Install studs so flanges within framing system point in same direction.

D. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.

1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install track section (for cripple studs) at head and secure to jamb studs.
    a. Install two studs at each jamb unless otherwise indicated.
    b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
    c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.

4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
    a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.
5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
6. Curved Partitions:
    a. Bend track to uniform curve and locate straight lengths so they are tangent to arcs.
    b. Begin and end each arc with a stud, and space intermediate studs equally along arcs. On straight lengths of no fewer than two studs at ends of arcs, place studs 6 inches o.c.

E. Direct Furring:

1. Screw to wood framing.
2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.

F. Z-Shaped Furring Members:

1. Erect insulation, specified in Section 072100 "Thermal Insulation," vertically and hold in place with Z-shaped furring members spaced 24 inches o.c.
2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches from corner and cut insulation to fit.

G. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

3.3 INSTALLING CEILING SUSPENSION SYSTEMS

A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.

C. Suspend hangers from building structure as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.

a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.

2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.

a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.

3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
5. Do not attach hangers to steel roof deck.
6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
8. Do not connect or suspend steel framing from ducts, pipes, or conduit.

D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.

E. Seismic Bracing: Sway-brace suspension systems with hangers used for support.

F. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

SECTION 101419 – FABRICATED LETTER SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Illuminated, fabricated channel dimensional characters.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For dimensional letter signs.

1. Include fabrication and installation details and attachments to other work.
2. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
3. Show message list, typestyles, graphic elements, and layout for each sign at least half size.
4. Show locations of electrical service connections.
5. Include diagrams for power, signal, and control wiring.

C. Samples: For each exposed product and for each color and texture specified.

D. Sign Schedule: Use same designations specified or indicated on Drawings or in a sign schedule.

E. Delegated-Design Submittal: For signs indicated in "Performance Requirements" Article.

1. Include structural analysis calculations for signs indicated to comply with design loads; signed and sealed by the qualified professional engineer responsible for their preparation.

1.3 INFORMATIONAL SUBMITTALS

A. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design sign structure and anchorage of dimensional character sign type(s) to withstand design loads as indicated on Drawings.

B. Thermal Movements: For exterior fabricated channel dimensional characters, allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 FABRICATED LETTERS

A. Fabricated Channel Characters: Metal face and side returns, formed free from warp and distortion; with uniform faces, sharp corners, and precisely formed lines and profiles; internally braced for stability and for securing fasteners; and as follows.
1. Illuminated Characters: Backlighted character construction with LED lighting including transformers, insulators, and other accessories for operability, with provision for servicing and concealing connections to building electrical system. Use tight or sealed joint construction to prevent unintentional light leakage. Space lamps apart from each other and away from character surfaces as needed to illuminate evenly.

a. Power: As indicated on electrical Drawings.

2. Character Material: Sheet or plate aluminum.

3. Translucent Face Sheet: Acrylic sheet with integral color matching Architect's sample.
4. Character Height: As indicated on Drawings.
5. Character Depth: 1" deep unless otherwise noted.
6. Finishes:

a. Integral Aluminum Finish: Clear anodized.

7. Mounting: Manufacturer's standard for size and design of character.

a. Hold characters at manufacturer's recommended distance from wall surface.

2.3 FABRICATION: BACKLIT FABRICATED WITH LEDs

A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.

1. Mounting shall be Lexan back with removable can.
2. Minimum 1-1/2 inches (38 mm) deep cans up to 23 inches (584 mm) high.
3. Minimum 2-1/2" deep cans 23 inches (584 mm) and higher.
4. Inside of cans shall be primed and painted gloss white.

B. Lexan Back Fabrication:
1. Lexan backs shall be laser cut to fit within back of letter - recessed approx. 1/4 inch (6 mm).
2. Up to 24 inches (610 mm) high letters shall receive 0.118 inch (3 mm) thick clear Lexan.
3. 24 inches (610 mm) high and higher shall receive 0.236 inch (6 mm) thick clear Lexan.
4. Lexan backs shall be secured to cans with custom L-brackets and stainless steel machine screws.
5. Power supply wire holes shall be drilled through Lexan backs at 1/4 inch (6 mm) diameter.

C. LED Mounting:
1. LED shall be positioned on Lexan back for proper halo lighting.
2. LEDs shall be secured to inside of Lexan backs with LED manufacturer's double face tape.
3. Every other module shall be additionally secured to Lexan back using custom plastic brackets.
4. End LED module wires shall be capped with end cap.

D. Wiring:
1. Wiring components shall be UL approved components.
2. Power supply wire shall be run through Lexan back hole and secured to first module with UL approved wire nuts.
3. Wiring shall be performed by a licensed electrical contractor.
4. LEDs shall be powered by 12V power supply in accordance with LED manufacturer's requirements.

E. Hardware:
1. Provide stand-offs as required for desired mounting effect.
2. Stainless steel studs provided threaded into custom mounting brackets - through Lexan back.
3. 6 inches (152 mm) up to 24 inches (610 mm) high letters - 10/24 Stainless Steel studs.
4. 24 inches (610 mm) high and larger - 1/4-20 Stainless Steel studs.
5. Spacer Sleeves: Provided per stand-off requirements.
6. Can Attachment: Panhead screws provided and painted same color as outside can.

F. Mounting:
1. Mounting shall be templated designating stud locations required for mounting on substrate surface as indicated.
2. Brackets shall be soldered on the inside of the letters to receive threaded studs.
3. Standard fabricated letters shall use 3/16 inch (4.8 mm) aluminum studs.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.

1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
2. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
3. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

B. Mounting Methods:

1. Concealed Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.

   a. Masonry Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place sign in position and push until flush to surface, embedding studs in holes. Temporarily support sign in position until adhesive fully sets.
   b. Thin or Hollow Surfaces: Place sign in position and flush to surface, install washers and nuts on studs projecting through opposite side of surface, and tighten.

2. Projecting Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.

   a. Masonry Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place spacers on studs, place sign in position, and push until spacers are pinched between sign and substrate, embedding the stud ends in holes. Temporarily support sign in position until adhesive fully sets.
   b. Thin or Hollow Surfaces: Place spacers on studs, place sign in position with spacers pinched between sign and substrate, and install washers and nuts on stud ends projecting through opposite side of surface, and tighten.

3. Through Fasteners: Drill holes in substrate using predrilled holes in sign as template. Countersink holes in sign if required. Place sign in position and flush to surface. Install through fasteners and tighten.
4. Back Bar and Brackets: Remove loose debris from substrate surface and install backbar or bracket supports in position so that signage is correctly located and aligned.
5. Adhesive: Clean bond-breaking materials from substrate surface and remove loose debris. Apply linear beads or spots of adhesive symmetrically to back of sign and of suitable quantity to support weight of sign after cure without slippage. Keep adhesive away from edges to prevent adhesive extrusion as sign is applied and to prevent visibility of cured adhesive at sign edges. Place sign in position, and push to engage adhesive. Temporarily support sign in position until adhesive fully sets.

C. Remove temporary protective coverings and strippable films as signs are installed.

END OF SECTION 101419

SECTION 260001 – ELECTRICAL WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Subject to the requirements of the Conditions of the Contract and Division 01 Sections of the Specifications, this Section applies to the furnishing and installation of Electrical Work shown on the Drawings.

B. The scope of, and standards for, the Electrical Work required for this project are depicted and stipulated on the Drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

A. The materials and equipment required for the Electrical Work are specified on the Drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

A. The labor and workmanship required to accomplish the Electrical Work are inferred on the Drawings if not expressly stipulated.

END OF SECTION 260001

ITEM C-102

TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL

DESCRIPTION

102-1 This item shall consist of temporary control measures as shown on the plans or as ordered by the ENGINEER during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with an approved erosion control plan and AC 150/5370-2G, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed, and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope Drains. Not Used.

102-2.5 Silt Fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the ENGINEER before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The ENGINEER shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the ENGINEER.

102-3.3 Construction Details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The ENGINEER shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the ENGINEER.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the ENGINEER. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the ENGINEER, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The ENGINEER may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, Maintenance and Removal of Silt Fence. Silt fences shall extend a minimum of 16 inches and a maximum of 34 inches above the ground surface. Posts shall be set no more than 10 feet on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch overlap and securely sealed. A trench shall be excavated approximately 4 inches deep by 4 inches wide on the upslope side of the silt fence. The trench shall be backfilled, and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the ENGINEER.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by the ENGINEER. Completed and accepted work will be measured as follows:

A. Temporary seeding and mulching will be measured by the acre (square yard).

B. Compost Sock will be measured by the linear foot.

C. Temporary Silt Fence will be measured per Linear Foot.

C. Silt Sack will be measured per each.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the ENGINEER and measured as provided in Paragraph 102-4.1 will be paid for under:

Item No.1 Base Bid

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the ENGINEER will be paid for in accordance with Section 90, Paragraph 90- 05 *Payment for Extra Work*.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33C *Hazardous Wildlife Attractants on or Near Airports* AC

150/5370-2G *Operational Safety on Airports During Construction* **ASTM**

International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

ITEM C-105

MOBILIZATION

105-1 **Description.** This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 **Mobilization Limit.** Mobilization shall be limited to 10 percent of the total project cost.

105-3 **Posted Notices.** Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

METHOD OF MEASUREMENT AND PAYMENT

105-5.1 Mobilization. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

A. With first pay request, 25%.

B. When 25% or more of the original contract is earned, an additional 25%.

C. When 50% or more of the original contract is earned, an additional 40%.

D. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, Paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

BASIS OF PAYMENT

105-6 **Payment will be Made Under:**

Item No.1 Base Bid

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246 (As Amended)

EEOC-P/E-1 Equal Employment Opportunity is the Law Poster **United**

States Department of Labor, Wage and Hour Division (WHD) WH 1321

Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

TEMP TCI
TEMPORARY CONSTRUCTION ITEMS

DESCRIPTION

TCI-1.1 GENERAL. This item consists of furnishing all labor, materials, and equipment for temporary construction items necessary for the safe and proper execution of construction and not otherwise included in other Contract items. The Contractor will be expected to supply and utilize the items listed below and other items as required in the Construction Notes or as contained in the drawings and technical specifications. Temporary construction items include, but are not limited to providing and maintaining construction barricades, portable floodlighting, steel plates, temporary haul road construction/maintenance, maintenance of traffic, flaggers, safety personnel, personnel training, temporary sanitary facilities, temporary drainage, temporary generator(s), waste disposal facilities, reworked/temporary materials, men and equipment as needed to keep all aircraft and/or vehicle traffic areas free of debris and ongoing construction activities.

MATERIALS

TCI-2.1 CONTINUOUS CONCRETE BARRIER WITH CHAIN-LINK FENCE
Continuous concrete barrier with chain-link fence shall be precast concrete highway barriers (2'-8" high) with 4' nominal chain link fence anchored securely to barrier with 3-strands of barbed wire for an overall heigh of 8' minimum. Contractor shall provide battery powered steady burn barricade lights with red lenses spaced at 50' maximum tied securely to the fence. Contractor shall maintain barriers, lights, fencing for the duration of the project.

TCI-2.2 PORTABLE FLOODLIGHTING. Portable floodlighting shall be provided, as required, for construction operations during nighttime work. The Contractor shall provide sufficient units so that all work areas are illuminated to a level of 5 horizontal footcandles. The lighting levels shall be calculated and measured in accordance with the current standards of the Illumination Engineering Society.

TCI-2.3 STEEL PLATES. Steel plates or similar protective material of adequate size and thickness shall be furnished as necessary to cover temporary excavations, unfinished structures or surfaces requiring protection or for safety purposes. Plates shall be securely fastened down and shall be adequate to safely support any anticipated loadings to be imposed.

TCI-2.4 TEMPORARY HAUL ROAD CONSTRUCTION/MAINTENANCE (not used)

TCI-2.5 MAINTENANCE OF TRAFFIC. Additional items required for temporary traffic control around the Airport's roadways include temporary signs, variable message signs, flashing arrow boards, lighting and warning devices, temporary pavement markings, channelizing devices, concrete barriers, crash cushions, barrels, and cones. All temporary traffic control devices shall be in accordance with NCDOT and local standards. Temporary signs shall also be in accordance with the contract documents.

TCI-2.6 TEMPORARY DRAINAGE. Items required for temporary drainage include but are not limited to temporary roof drains for temporary hold room, 10" PVC drainage pipe, temporary drainage basins including concrete apron around inlet, and grading of swales as required for maintenance of existing drainage patterns. Temporary drainage pipe shall be in accordance with Specification Section D-701, Pipe for Storm Drains and Culverts.

TCI-2.7 WASTE DISPOSAL FACILITIES. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

CONSTRUCTION METHODS

TCI-3.1 CONTINUOUS BARRIERS. Barriers shall be placed as needed and shall remain in place or moved as directed until completion of work in each phase or area. The contractor shall be responsible for maintaining the barricades in good working condition throughout the duration of the contract.

TCI-3.2 PORTABLE FLOODLIGHTING. Portable floodlighting is required for construction during periods of limited visibility (i.e., nighttime). Illumination requirements shall be those contained in Paragraph 2.2. Portable floodlighting shall not penetrate any operational surfaces. Floodlighting shall be directed to avoid interference with Air Traffic Controllers or aircraft pilots.

Hoods or shields may be required to prevent interference. See additional requirements on the plans.

TCI-3.3 MAINTENANCE OF TRAFFIC. Temporary traffic control shall be in accordance with NCDOT and local standards.

TCI-3.4 CONSTRUCTION MATERIALS STOCKPILING AND EQUIPMENT STORAGE. Stockpiling of construction materials and equipment storage is not permitted within operating taxiway object free areas. Stockpiled material must be protected against jet blast. Stockpiled materials and equipment should be prominently marked and lighted during hours of restricted visibility or darkness if in the air operations area. Stockpiled material or equipment should not be stored near aircraft turning areas or operational movement areas, aprons, or excavations and trenches. The stockpiled construction materials and equipment shall not cause degraded or hazardous conditions to Airport operations safety. This includes determining and verifying that stockpiled materials and equipment are stored or parked at an approved location, that they are properly stowed to prevent foreign object debris (FOD), attraction by wildlife, or obstruction of air operations either by their proximity to NAVAIDs or to aircraft movement areas.

TCI-3.5 FOREIGN OBJECT DEBRIS(FOD) MANAGEMENT. Waste and loose materials capable of causing damage to aircraft landing gear or propellers or capable of being ingested in jet engines should not be left or placed on or near active aircraft movement areas. Materials tracked onto these areas shall be continuously removed by the Contractor during the construction project. Waste or loose materials that could attract wildlife shall be carefully controlled and removed on a continuous basis. The Contractor shall have sufficient mechanized sweepers and covered trash containers on site to comply with this requirement at all times. The construction area shall be kept clean at all times of debris that may blow onto the airfield.

TCI-3.6 FLAGGERS. Flaggers shall be provided, as necessary, to control the Contractor's traffic during the prosecution of the work. All Contractor vehicles or equipment that are required to cross active airfield and/or roadway areas shall do so under the direct control of a competent flagger.

TCI-3.7 TEMPORARY DRAINAGE. Temporary drainage items shall be provided and installed in accordance with the plans and/or as needed to meet project phasing, drainage, and erosion and sediment control requirements. Drainage measures shall be placed in a manner that will provide for maintenance of existing drainage patterns to the maximum extent possible. Construction methods for installation shall be in accordance with Specification Section D- 701, Pipe for Storm Drains and Culverts, and Specification Section D-752, Concrete Culverts, Headwalls, and Miscellaneous Drainage Structures.

METHOD OF MEASUREMENT

TCI-4.1 Continuous Concrete Barrier with Chain Link Fence shall be paid for on a lump sum basis with partial payments allowed as follows:

- 50% paid on first pay request after initial installation.
- 40% spread out over the duration of the project to account for maintenance of barriers.
- Final 10% after removal of barriers and restoration of the site.

TCI-4.2 Temporary Drainage at Temporary Hold room shall be paid for on a lump sum basis with partial payments allowed as follows:

- 80% paid on first pay request after installation
- Final 20% after removal of drainage items and restoration of the site.

TCI-4.3 Temporary Construction Items shall be paid for on a lump sum basis with partial payments allowed as follows:

Payment for this item will be made in installments. The first payment of 10 percent of the lump sum price will be included in the payment following the construction notice to proceed (CNTP). The remaining 90 percent of the lump sum price will be included as installments in subsequent pay requests. Each such installment will be determined based on the ratio of the total work completed to date to the total contract amount.

BASIS OF PAYMENT

TCI-5.1 CONTINUOUS CONCRETE BARRIER WITH CHAIN LINK FENCE. Payment will be made as described in Method of Measurement for the duration of Construction. This payment shall be full compensation for furnishing all materials and labor for supplying, placing, and maintaining the barriers including lights and for any other labor, materials, equipment, tools and incidentals necessary for temporary items required for construction of this project.

TCI-5.2 TEMPORARY DRAINAGE. Payment will be made as described in Method of Measurement for "Temporary Drainage." This payment shall be full compensation for furnishing all materials and labor for supplying and installing HDPE pipe, temporary drainage basins, connection to existing drainage system, and site grading associated with temporary drainage; and for any other labor, materials, equipment, tools and incidentals necessary for temporary items required for construction of this project.

TCI-5.1 TEMPORARY CONSTRUCTION ITEMS. Payment will be made as described in Method of Measurement for "Temporary Construction Items." This payment shall be full compensation for furnishing all materials and labor for providing flaggers; furnishing portable floodlighting; maintenance of traffic; and for any other labor, materials, equipment, tools and incidentals necessary for temporary items required for construction of this project.

Payment will be made under:

Item No. 1 Base Bid

END OF ITEM TCI

ITEM T-901

SEEDING

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding, fertilizing, and liming the areas shown on the plans or as directed by the ENGINEER in accordance with these specifications.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the ENGINEER duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

March 1 thru August 31:

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb/acre
Tall Fescue	97%	85%	75
Hulled Bremudagrass	97%	85%	25

September 1 thru February 28:

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb/acre
Tall Fescue	97%	85%	75
Unhulled Bremudagrass	97%	85%	35

901-2.2 Lime. Lime shall be ground limestone containing not less than 85% of total carbonates and shall be ground to such fineness that 90% will pass through a No. 20 (850 µm) mesh sieve and 50% will pass through a No. 100 (150 µm) mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of 3,000lbs/acre. All liming materials shall conform to the requirements of ASTM C602.

901-2.3 Fertilizer. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

A. a dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;

B. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or

C. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be 10-10-10 commercial fertilizer and shall be spread at the rate of 500lbs/acre.

901-2.4 Soil for Repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the ENGINEER before being placed.

CONSTRUCTION METHODS

901-3.1 Advance Preparation and Cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris that might interfere with sowing

of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches as a result of grading operations and, if immediately prior to seeding, the top 3 inches of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches. Clods shall be broken and the top 3 inches of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry Application Method.

A. Liming. Lime shall be applied separately and prior to the application of any fertilizer or seed and only on seedbeds that have previously been prepared as described above. The lime shall then be worked into the top 3 inches (75 mm) of soil after which the seedbed shall again be properly graded and dressed to a smooth finish.

B. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

C. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

D. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot of width for sandy or light soils.

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901-3.3 Wet Application Method.

A. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

B. Spraying Equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons per minute at a pressure of 100 lb / sq inches (690 kPa). The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet. One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long- range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet in length shall be provided to which the nozzles may be connected.

A. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds of lime shall be added to and mixed with each 100 gallons of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons (380 of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the ENGINEER all sources of water at least two (2) weeks prior to use. The ENGINEER may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the ENGINEER following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

B. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches, after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the ENGINEER, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of Seeded Areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the ENGINEER. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow,

water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the ENGINEER. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for shall be the number of units per acre measured on the ground surface, completed and accepted.

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per acre or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item 901-5.1 Seeding - per acre

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture
Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

ITEM T-904

SODDING

DESCRIPTION

904-1.1 This item shall consist of furnishing, hauling, and placing approved live sod on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the Engineer.

MATERIALS

904-2.1 Sod. Sod furnished by the Contractor shall have a good cover of living or growing grass. This shall be interpreted to include grass that is seasonally dormant during the cold or dry seasons and capable of renewing growth after the dormant period. All sod shall be obtained from areas where the soil is reasonably fertile and contains a high percentage of loamy topsoil. Sod shall be cut or stripped from living, thickly matted turf relatively free of weeds or other undesirable foreign plants, large stones, roots, or other materials that might be detrimental to the development of the sod or to future maintenance. At least 70% of the plants in the cut sod shall be composed of the species stated in the special provisions, and any vegetation more than 6 inches in height shall be mowed to a height of 3 inches or less before sod is lifted. Sod, including the soil containing the roots and the plant growth showing above, shall be cut uniformly to a thickness not less than that stated in the special provisions.

904-2.2 Lime. Lime shall conform to the requirements of T-901-2.2.

904-2.3 Fertilizer. Lime shall conform to the requirements of T-901-2.3.

904-2.4 Water. The water shall be sufficiently free from oil, acid, alkali, salt, or other harmful materials that would inhibit the growth of grass.

904-2.5 Soil for Repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the Engineer before being placed.

CONSTRUCTION METHODS

904-3.1 General. Areas to be solid, strip, or spot sodded shall be shown on the plans. Areas requiring special ground surface preparation such as tilling and those areas in a satisfactory condition that are to remain undisturbed shall also be shown on the plans.

Suitable equipment necessary for proper preparation of the ground surface and for the handling and placing of all required materials shall be on hand, in good condition, and shall be approved by the Engineer before the various operations are started. The Contractor shall demonstrate to the Engineer before starting the various operations that the application of required materials will be made at the specified rates.

904-3.2 Preparing the Ground Surface. After grading of areas has been completed and before applying fertilizer and limestone, areas to be sodded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris which might interfere with sodding, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes occurs after grading of areas and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage. This may include filling gullies, smoothing irregularities, and repairing other incidental damage.

904-3.3 Applying Fertilizer and Ground Limestone. Following ground surface preparation, fertilizer shall be uniformly spread at a rate which will provide not less than the minimum quantity of each fertilizer ingredient, as stated in the special provisions. If use of ground limestone is required, it shall then be spread at a rate that will provide not less than the minimum quantity stated in the special provisions. These materials shall be incorporated into the soil to a depth of not less than 2 inches by discing, raking, or other suitable methods. Any stones larger than 2 inches in any diameter, large clods, roots, and other litter brought to the surface by this operation shall be removed.

904-3.4 Obtaining and Delivering Sod. After inspection and approval of the source of sod by the Engineer, the sod shall be cut with approved sod cutters to such a thickness that after it has been transported and placed on the prepared bed, but before it has been compacted, it shall have a uniform thickness of not less than 2 inches . Sod sections or strips shall be cut in uniform widths, not less than 10 inches , and in lengths of not less than 18 inches, but of such length as may be readily lifted without breaking, tearing, or loss of soil. Where strips are required, the sod must be rolled without damage with the grass folded inside. The Contractor may be required to mow high grass before cutting sod.

The sod shall be transplanted within 24 hours from the time it is stripped, unless circumstances beyond the Contractor's control make storing necessary. In such cases, sod shall be stacked, kept moist, and protected from exposure to the air and sun and shall be kept from freezing. Sod shall be cut and moved only when the soil moisture conditions are such that favorable results can be expected. Where the soil is too dry, approval to cut sod may be granted only after it has been watered sufficiently to moisten the soil to the depth the sod is to be cut.

904-3.5 Laying Sod. Sodding shall be performed only during the seasons when satisfactory results can be expected. Frozen sod shall not be used and sod shall not be placed upon frozen soil. Sod may be transplanted during periods of drought with the approval of the Engineer, provided the sod bed is watered to moisten the soil to a depth of at least 4 inches immediately prior to laying the sod.

The sod shall be moist and shall be placed on a moist earth bed. Pitch forks shall not be used to handle sod, and dumping from vehicles shall not be permitted. The sod shall be carefully placed by hand, edge to edge and with staggered joints, in rows at right angles to the slopes, commencing at the base of the area to be sodded and working upward. The sod shall immediately be pressed firmly into contact with the sod bed by tamping or rolling with approved equipment to provide a true and even surface, and ensure knitting without displacement of the sod or deformation of the surfaces of sodded areas. Where the sod may be displaced during sodding operations, the workmen, when replacing it, shall work from ladders or treaded planks to prevent further displacement. Screened soil of good quality shall be used to fill all cracks between sods. The quantity of the fill soil shall not cause smothering of the grass. Where the grades are such that the flow of water will be from paved surfaces across sodded areas, the surface of the soil in the sod after compaction shall be set approximately one inch below the pavement edge. Where the flow will be over the sodded areas and onto the paved surfaces around manholes and inlets, the surface of the soil in the sod after compaction shall be placed flush with pavement edges.

On slopes steeper than one (1) vertical to 2-1/2 horizontal and in v-shaped or flat-bottom ditches or gutters, the sod shall be pegged with wooden pegs not less than 12 inches in length and have a cross-sectional area of not less than 3/4 sq inch . The pegs shall be driven flush with the surface of the sod.

904-3.6 Watering. Adequate water and watering equipment must be on hand before sodding begins, and sod shall be kept moist until it has become established and its continued growth assured. In all cases, watering shall be done in a manner that will avoid erosion from the application of excessive quantities and will avoid damage to the finished surface.

904-3.7 Establishing Turf. The Contractor shall provide general care for the sodded areas as soon as the sod has been laid and shall continue until final inspection and acceptance of the work. All sodded areas shall be protected against traffic or other use by warning signs or barricades approved by the Engineer. The Contractor shall mow the sodded areas with approved mowing equipment, depending upon climatic and growth conditions and the needs for mowing specific areas. Weeds or other undesirable vegetation shall be mowed and the clippings raked and removed from the area.

904-3.8 Repairing. When the surface has become gullied or otherwise damaged during the period covered by this contract, the affected areas shall be repaired to re- establish the grade and the condition of the soil, as directed by the Engineer, and shall then be sodded as specified in paragraph 904-3.5.

METHOD OF MEASUREMENT

904-4.1 This item shall be measured on the basis of the area in square yards of the surface covered with sod and accepted.

904-4.2 The quantity of Watering to be paid for will the actual number of 1,000 gallon units of water, up to the quantity shown in the contract documents, which have been satisfactorily and uniformly applied to the site. Any amount of water that may be needed beyond the contract quantity will be performed by the Contractor at his expense. The Owner will not pay for any quantity of water greater than the quantity in the contract. Measurement of water will be made by means of an approved metering device at the source of supply, or by determining the volumetric capacity of the tanks/trucks used to deliver water to the project and recording the number of loads delivered by each truck. The Contractor will ensure the quantity of each tank/truck of water is verified and recorded by the on-site Resident Project Representative or the Owner's designated representative. Failure to obtain verification and recording of the volume of each tank/truck shall to sufficient grounds for the Owner to disallow payment.

BASIS OF PAYMENT

904-5.1 This item will be paid for on the basis of the contract unit price per square yard for sodding, which price shall be full compensation for all labor, equipment, material, staking, and incidentals necessary to satisfactorily complete the items as specified.

Payment will be made under:

Item T-904-5.1 Sodding (Bermuda) – per square yard

Item T-904-5.2 Watering – per 1,000 gal

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-904

ITEM T-908

MULCHING

DESCRIPTION

908-1.1 This item shall consist of furnishing, hauling, placing, and securing mulch on surfaces indicated on the plans or designated by the ENGINEER.

MATERIALS

908-2.1 Mulch Material. Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Mulch shall be free from noxious weeds, mold, and other deleterious materials. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed overseeding, or to surrounding farm land, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass, will not be acceptable.

A. Hay. Hay shall be native hay in an air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Hay shall be sterile, containing no fertile seed.

B. Straw. Straw shall be the stalks from threshed plant residue of oats, wheat, barley, rye, or rice from which grain has been removed. Furnish in air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Straw shall contain no fertile seed.

C. Hay Mulch Containing Seed. Hay mulch shall be mature hay containing viable seed of native grasses or other desirable species stated in the special provisions or as approved by the ENGINEER. The hay shall be cut and handled so as to preserve the maximum quantity of viable seed. Hay mulch that cannot be hauled and spread immediately after cutting shall be placed in weather- resistant stacks or baled and stored in a dry location until used.

D. Manufactured Mulch. Cellulose-fiber or wood-pulp mulch shall be products commercially available for use in spray applications.

E. Asphalt Binder. Asphalt binder material shall conform to the requirements of ASTM D977, Type SS-1 or RS-1.

908-2.2 Inspection. The ENGINEER shall be notified of sources and quantities of mulch materials available and the Contractor shall furnish him with representative samples of the materials to be used 30 days before delivery to the project. These samples may be used as standards with the approval of the ENGINEER and any materials brought on the site that do not meet these standards shall be rejected.

CONSTRUCTION METHODS

908-3.1 Mulching. Before spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch may be by hand methods, blower, or other mechanical methods, provided a uniform covering is obtained.

Mulch material shall be furnished, hauled, and evenly applied on the area shown on the plans or designated by the ENGINEER. Straw or hay shall be spread over the surface to a uniform thickness at the rate of 2 to 3 tons per acre to provide a loose depth of not less than 1-1/2 inches nor more than 3 inches. Other organic material shall be spread at the rate directed by the ENGINEER. Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95% of the mulch in place on the slope shall be 6 inches or more in length. When mulches applied by the blowing method are cut, the loose depth in place shall be not less than one inch nor more than 2 inches.

908-3.2 Securing Mulch. The mulch shall be held in place by light discing, a very thin covering of topsoil, pins, stakes, wire mesh, asphalt binder, or other adhesive material approved by the ENGINEER. Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied. When an application of asphalt binder material is used to secure the mulch, the Contractor must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and will be held responsible for any such damage resulting from the operation.

If the "peg and string" method is used, the mulch shall be secured by the use of stakes or wire pins driven into the ground on 5-foot centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flush to the ground to draw the twine down tight onto the mulch.

908-3.3 Care and Repair.

A. The Contractor shall care for the mulched areas until final acceptance of the project. Care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the ENGINEER, and erecting any barricades that may be shown on the plans before or immediately after mulching has been completed on the designated areas.

B. The Contractor shall be required to repair or replace any mulch that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the ENGINEER, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the Contractor.

The Wilson Group
Project No.: 2421-000

Duplin County – AirPark Entrance Road Signage
December 18, 2025

C. If the "asphalt spray" method is used, all mulched surfaces shall be sprayed with asphalt binder material so that the surface has a uniform appearance. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons per 1,000 square feet, or as directed by the ENGINEER, with a minimum of 6 gallons and a maximum of 10 gallons per 1,000 square feet depending on the type of mulch and the effectiveness of the binder securing it. Asphalt binder material may be sprayed on the mulched slope areas from either the top or the bottom of the slope. An approved spray nozzle shall be used. The nozzle shall be operated at a distance of not less than 4 feet from the surface of the mulch and uniform distribution of the asphalt material shall be required. A pump or an air compressor of adequate capacity shall be used to ensure uniform distribution of the asphalt material.

D. If the "asphalt mix" method is used, the mulch shall be applied by blowing, and the asphalt binder material shall be sprayed into the mulch as it leaves the blower. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons per 1,000 square feet or as directed by the ENGINEER, with a minimum of 6 gallons and a maximum of 10 gallons per 1,000 square feet depending on the type of mulch and the effectiveness ofthe binder securing it.

METHOD OF MEASUREMENT

908-4.1 Mulching shall be measured in acres on the basis of the actual surface area acceptably mulched.

BASIS OF PAYMENT

908-5.1 Payment will be made at the contract unit price per acre for mulching. The price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item T-908-5.1 Mulching - per acre

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D977 Standard Specification for Emulsified Asphalt

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-908

NORTH CAROLINA
DUPLIN COUNTY

DUPLIN COUNTY BUYOUT PROPERTY
LEASE AND MAINTENANCE AGREEMENT

THIS LEASE and MAINTENANCE AGREEMENT, is made and entered into effective the 4 day of February, 2026 by and between DUPLIN COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "LESSOR", and Sabrina Cottle, hereinafter referred to as "LESSEE".

WITNESSETH:

That the LESSOR hereby leases to the LESSEE the premises commonly known as

1. Duplin County Tax Parcel #09-F042- -, property address 3592 S NC 41 HWY, Wallace, NC, consisting of approximately .52 acres in Duplin County, North Carolina, as shown being a map of survey for the DUPLIN COUNTY HMGP PRGROAM attached hereto and made a part hereof, and further described by legal description recorded in Deed Book 1429 Page 202 - 208.

This LEASE and MAINTENANCE AGREEMENT is executed upon the following terms and conditions:

1. TERM. For 12 months, which shall begin on the 4 day of February, 2026 and shall exist and continue until the 4 day of February, 2027 unless sooner terminated as hereinafter set forth.

2. RENT. The LESSEE agrees to pay rent to LESSOR a total of fifty dollars ($50.00), fifty dollars ($50.00) per property, for the lease period for the leased premises, payable in full upon execution of this agreement for the full term of the lease, and additional consideration in the form of the required maintenance of the property according to the terms of this Agreement.

3. ASSIGNMENT/SUBLETTING. The lease shall not be assigned, or the leased property sublet.

4. MAINTENANCE. During the term of this lease, LESSEE shall maintain the real property in good condition; including cutting grass, trimming of shrubs and plants as necessary, and insuring that no trash or other debris accumulates upon the property.

5. PERMISSABLE USES OF PROPERTY. The real property that is subject to this Agreement is restricted to certain uses, as follows: open space, recreational, or wetlands. Examples of these uses include outdoor recreational activities, nature reserves, cultivation, and grazing.

NO OTHER USES ARE TO BE PERMITTED UPON THIS PROPERTY WITHOUT THE EXPRESS WRITTEN PERMISSION OF LESSOR. NO NEW PERMANENT STRUCTURES OR IMPERMEABLE SURFACES MAY BE PLACED OR CONSTRUCTED UPON THE PROPERTY. AT EXPIRATION OF LEASE, PROPERTY WILL BE RETURNED TO LESSOR IN THE SAME CONDITION AS WHEN LEASED.

ALL USE OF THIS PROPERTY MUST COMPLY WITH THE LAND USE AND OVERSIGHT REQUIREMENTS AS SET FORTH IN 44 CFR § 80.19

NO HUNTING is allowed on this leased property.

6. CARE AND MAINTENANCE. Lessee acknowledges that the leased premises are in good order and repair. Lessee shall maintain the premises in a good and safe condition during the term of this Lease.

7. ASSIGNMENT AND SUBLETTING. Lessee shall not assign and/or sublet any rights or title in the leased premises without the prior written consent of the Lessor. Lessor shall not unreasonably withhold consent to assign or sublet the leased premises.

8. NOTICE. Any notice hereunder shall be in writing and shall not be effective, any law or statute to the contrary notwithstanding, unless the same shall be hand-delivered or forwarded by the United States Postal Service, registered or certified, with return receipt requested, to the party being notified at the address herein below specified. Any such notice given by United States Postal Service shall be deemed given and sufficient upon receipt, refusal or non-delivery, after five (5) days:

Lessor: c/o County of Duplin, P.O. Box 910, Kenansville, NC 28349
Lessee: c/o Sabrina Cottle, 3659 E NC 24 HWY., Beulaville NC 28518

The foregoing addresses from time to time may be changed by notice as provided herein.

9. WAIVER AND RELEASE OF LIABILITY. The Lessor shall in no way be liable for any injury or damage to any person or property arising from the use of said leased premises by the Lessees.

10. GENERAL LIABILITY. Lessee shall obtain and maintain General Liability insurance for the leased premises and shall provide a Certificate of Insurance to the Lessor upon execution of this Lease.

11. ENTIRE AGREEMENT. This instrument contains the entire agreement and understanding between the parties and there are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained herein. All prior negotiations, understandings, terms and conditions are deemed merged in this Lease.

12. PARAGRAPH HEADINGS. The paragraph headings used herein are for convenience of reference only and shall not be considered terms of this Lease.

13. GRAMMATICAL USAGE. Throughout the Lease, reference to the neuter gender shall be deemed to include the masculine and feminine, the singular the plural and the plural the singular, as indicated by the context in which used.

14. SEVERABILITY. In the event of any term, provision or covenant herein contained or the application thereof to any circumstances or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or provision or covenant to any other circumstances or situation shall not be effected thereby, and every other term, provision or covenant herein shall be valid and enforceable to the full extent permitted by law.

15. GOVERNING LAW. This Lease has been executed and shall be performed in the State of North Carolina and the parties hereto contend that the laws of the State of North Carolina shall govern the construction and enforceability of the provisions thereof. Any action or proceeding relating hereto shall only be brought in the County of Duplin, North Carolina.

16. LESSEE shall insure to LESSOR that LESSEE will make no unlawful or offensive use of the

premises, nor allow any others to do so.
17. DEFAULT. Failure of LESSEE to maintain the property according to the terms of this Agreement shall constitute a default under this Agreement, and if such default shall continue for a period exceeding thirty (30) days, or if the LESSEE shall violate any of the other provisions of this Agreement, and if such default shall not have been cured or such cure not initiated within ten (10) days of receipt by LESSEE of a written notice of such default, the LESSOR, without any other notice or demand, may terminate this Agreement and require LESSEE to immediately surrender the premises.

18. INDEMNIFICATION AND HOLD HARMLESS. The LESSEE hereby agrees to indemnify and Hold Harmless the LESSOR from and against any actual or threatened claim, loss, expense, or damage (including attorney fees) arising out of any act or neglect of the Lessee, its servants, employees, agents, or invitees.

19. TERMINATION. It is agreed that LESSOR may terminate this agreement at any time by notifying the LESSEE in writing of its intent to terminate at least thirty (30) days prior to such Termination.

20. CONDEMNATION: If the entire premises shall be taken under any condemnation or eminent domain proceeding, then the Lease shall terminate one day prior to the date that the condemning authority takes possession of the premises. If the premise is subject to a partial taking and if the remainder is suitable for Lessee's purposes in the opinion of Lessor, then the rent shall be reduced in accordance with the ratio which the area of the taken portion of the premises bears to the area of the entire premises prior to the taking.

21. SIGNS: No signage shall be placed on the property by Lessee without prior approval by the Lessor.

22. ACCESS: The LESSEE agrees that the LESSOR and its agent or other representative shall have the right to enter upon the premises hereby leased, or any part thereof, at all reasonable hours for the purpose of examining the same.

23. UTILITIES: During the term of this Lease, LESSEE shall provide and pay for any and all utilities, and shall make and pay for any necessary repairs. (i.e. aerial lights, water sources, etc.)

24. OTHER CONDITIONS: The LESSEE agrees, stipulates, and covenants to LESSOR that all activities and functions to be conducted on said premises shall be of suitable nature. It is further understood and agreed that the stipulations, agreements and covenants herein contained are binding upon the parties hereto and their respective successors and assigns.

IN TESTIMONY WHEREOF, the parties Hereto, have executed this Agreement, as of the date first above written.

LESSOR: County of Duplin, by Dexter B, Edwards, Chairman, Duplin County Board of Commissioners

Signature — Date: 02/04/2026

Witness

LESSEE: Sabrina Cottle

Signature — Date: 1-8-26

Witness

NORTH CAROLINA
DUPLIN COUNTY

DUPLIN COUNTY BUYOUT PROPERTY
LEASE AND MAINTENANCE AGREEMENT

THIS LEASE and MAINTENANCE AGREEMENT, is made and entered into effective the 4 day of February, 2026 by and between DUPLIN COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "LESSOR", and Josh Cottle, hereinafter referred to as "LESSEE".

WITNESSETH:

That the LESSOR hereby leases to the LESSEE the premises commonly known as

1. Duplin County Tax Parcel #07-F011- -, property address 1324 Durwood Evans, Beulaville, NC, consisting of approximately 1.75 acres, excluding the R/W of Durwood Evans Road, in Duplin County, North Carolina, as shown attached described by legal description as "Exhibit A".

2. Duplin County Tax Parcel #08-F011- -, property address 157 Rodney Lanier Road, Chinquapin, NC, consisting of approximately 2.00 acres in Duplin County, North Carolina, as described by legal description as "Exhibit A".

3. Duplin County Tax Parcel #08-F021- -, property address 2847 S NC and 50 Hwy, Chinquapin NC, consisting of approximately 1.17 acres, excluding R/W of N.C. 41/50, in Duplin County, North Carolina, attached hereto and made a part hereof, and further described by legal description as "Exhibit A" as shown being on the diagram or survey marked "Exhibit B".

This LEASE and MAINTENANCE AGREEMENT is executed upon the following terms and conditions:

1. TERM. For 12 months, which shall begin on the 4 day of February, 2026 and shall exist and continue until the 4 day of February, 2027 unless sooner terminated as hereinafter set forth.

2. RENT. The LESSEE agrees to pay rent to LESSOR a total of one hundred and fifty dollars ($150.00), fifty dollars ($50.00) per property, for the lease period for the leased premises, payable in full upon execution of this agreement for the full term of the lease, and additional consideration in the form of the required maintenance of the property according to the terms of this Agreement.

3. ASSIGNMENT/SUBLETTING. The lease shall not be assigned, or the leased property sublet.

4. MAINTENANCE. During the term of this lease, LESSEE shall maintain the real property in good condition; including cutting grass, trimming of shrubs and plants as necessary, and insuring that no trash or other debris accumulates upon the property.

5. PERMISSABLE USES OF PROPERTY. The real property that is subject to this Agreement is restricted to certain uses, as follows: open space, recreational, or wetlands. Examples of these uses include outdoor recreational activities, nature reserves, cultivation, and grazing.

NO OTHER USES ARE TO BE PERMITTED UPON THIS PROPERTY WITHOUT THE EXPRESS WRITTEN PERMISSION OF LESSOR. NO NEW PERMANENT STRUCTURES

OR IMPERMEABLE SURFACES MAY BE PLACED OR CONSTRUCTED UPON THE PROPERTY. AT EXPIRATION OF LEASE, PROPERTY WILL BE RETURNED TO LESSOR IN THE SAME CONDITION AS WHEN LEASED.

ALL USE OF THIS PROPERTY MUST COMPLY WITH THE LAND USE AND OVERSIGHT REQUIREMENTS AS SET FORTH IN 44 CFR § 80.19

NO HUNTING is allowed on this leased property.

6. CARE AND MAINTENANCE. Lessee acknowledges that the leased premises are in good order and repair. Lessee shall maintain the premises in a good and safe condition during the term of this Lease.

7. ASSIGNMENT AND SUBLETTING. Lessee shall not assign and/or sublet any rights or title in the leased premises without the prior written consent of the Lessor. Lessor shall not unreasonably withhold consent to assign or sublet the leased premises.

8. NOTICE. Any notice hereunder shall be in writing and shall not be effective, any law or statute to the contrary notwithstanding, unless the same shall be hand-delivered or forwarded by the United States Postal Service, registered or certified, with return receipt requested, to the party being notified at the address herein below specified. Any such notice given by United States Postal Service shall be deemed given and sufficient upon receipt, refusal or non-delivery, after five (5) days:

Lessor: c/o County of Duplin, P.O. Box 910, Kenansville, NC 28349
Lessee: c/o Josh Cottle, 3600 S NC 41 HWY., Wallace NC 28466

The foregoing addresses from time to time may be changed by notice as provided herein.

9. WAIVER AND RELEASE OF LIABILITY. The Lessor shall in no way be liable for any injury or damage to any person or property arising from the use of said leased premises by the Lessees.

10. GENERAL LIABILITY. Lessee shall obtain and maintain General Liability insurance for the leased premises and shall provide a Certificate of Insurance to the Lessor upon execution of this Lease.

11. ENTIRE AGREEMENT. This instrument contains the entire agreement and understanding between the parties and there are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained herein. All prior negotiations, understandings, terms and conditions are deemed merged in this Lease.

12. PARAGRAPH HEADINGS. The paragraph headings used herein are for convenience of reference only and shall not be considered terms of this Lease.

13. GRAMMATICAL USAGE. Throughout the Lease, reference to the neuter gender shall be deemed to include the masculine and feminine, the singular the plural and the plural the singular, as indicated by the context in which used.

14. SEVERABILITY. In the event of any term, provision or covenant herein contained or the application thereof to any circumstances or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or provision or covenant to any other

circumstances or situation shall not be effected thereby, and every other term, provision or covenant herein shall be valid and enforceable to the full extent permitted by law.

15. GOVERNING LAW. This Lease has been executed and shall be performed in the State of North Carolina and the parties hereto contend that the laws of the State of North Carolina shall govern the construction and enforceability of the provisions thereof. Any action or proceeding relating hereto shall only be brought in the County of Duplin, North Carolina.

16. LESSEE shall insure to LESSOR that LESSEE will make no unlawful or offensive use of the premises, nor allow any others to do so.
17. DEFAULT. Failure of LESSEE to maintain the property according to the terms of this Agreement shall constitute a default under this Agreement, and if such default shall continue for a period exceeding thirty (30) days, or if the LESSEE shall violate any of the other provisions of this Agreement, and if such default shall not have been cured or such cure not initiated within ten (10) days of receipt by LESSEE of a written notice of such default, the LESSOR, without any other notice or demand, may terminate this Agreement and require LESSEE to immediately surrender the premises.

18. INDEMNIFICATION AND HOLD HARMLESS. The LESSEE hereby agrees to indemnify and Hold Harmless the LESSOR from and against any actual or threatened claim, loss, expense, or damage (including attorney fees) arising out of any act or neglect of the Lessee, its servants, employees, agents, or invitees.

19. TERMINATION. It is agreed that LESSOR may terminate this agreement at any time by notifying the LESSEE in writing of its intent to terminate at least thirty (30) days prior to such Termination.

20. CONDEMNATION: If the entire premises shall be taken under any condemnation or eminent domain proceeding, then the Lease shall terminate one day prior to the date that the condemning authority takes possession of the premises. If the premise is subject to a partial taking and if the remainder is suitable for Lessee's purposes in the opinion of Lessor, then the rent shall be reduced in accordance with the ratio which the area of the taken portion of the premises bears to the area of the entire premises prior to the taking.

21. SIGNS: No signage shall be placed on the property by Lessee without prior approval by the Lessor.

22. ACCESS: The LESSEE agrees that the LESSOR and its agent or other representative shall have the right to enter upon the premises hereby leased, or any part thereof, at all reasonable hours for the purpose of examining the same.

23. UTILITIES: During the term of this Lease, LESSEE shall provide and pay for any and all utilities, and shall make and pay for any necessary repairs. (i.e. aerial lights, water sources, etc.)

24. OTHER CONDITIONS: The LESSEE agrees, stipulates, and covenants to LESSOR that all activities and functions to be conducted on said premises shall be of suitable nature. It is further understood and agreed that the stipulations, agreements and covenants herein contained are binding upon the parties hereto and their respective successors and assigns.

IN TESTIMONY WHEREOF, the parties Hereto, have executed this Agreement, as of the date first above written.

LESSOR: County of Duplin, by Dexter B, Edwards, Chairman, Duplin County Board of Commissioners

Signature — Date: 02/04/2026

Witness

LESSEE: Josh Cottle

Signature — Date: 1-15-26

Witness

Docusign Envelope ID: 68F32B62-F107-43BB-BB91-BEF243804F03

NORTH CAROLINA
DUPLIN COUNTY

LICENSE AGREEMENT FOR PLACEMENT OF WIRELESS BROADBAND EQUIPMENT UPON WATER TOWERS

THIS LICENSE AGREEMENT FOR PLACEMENT OF WIRELESS BROADBAND EQUIPMENT UPON WATER TOWER(S) (hereinafter referred to as "Agreement") made and entered into this the 1st day of February, 2026 by and between DUPLIN COUNTY, a body politic and corporate organized and existing under the laws of the State of North Carolina, with a mailing address of PO Box 988, Kenansville, NC 28349 (hereinafter also referred to as "Owner"), and Eastern Carolina Broadband, LLC, an Internet Service Provider organized and existing under the laws of the State of North Carolina, with a mailing address of 100 S. Central Ave., Pink Hill, NC 28572 (hereinafter also referred to as "ECB", "Provider" or "Licensee").

W I T N E S S E T H:

WHEREAS, Duplin County owns certain water Tower(s) within the County which are suitable for the placement of fixed-wireless antennas and other equipment to provide high-speed internet service; and

WHEREAS, Duplin County desires high-speed internet service to be made available throughout the County; and

WHEREAS, the location of the Tower(s) subject to this Agreement are described in further detail below and in Appendix A; and

WHEREAS, Licensee desires to install, maintain, repair, remove, replace, and operate, on the premises described below, at its expense, a wireless broadband service system facility, including mounting fixed-wireless antennas on the Tower(s) and a weatherproof utility service box approximately 2' x 3' at each location to house the communications service system fixtures and equipment, and necessary appurtenances, which include but are not limited to cable clips, mounts, clamps, and other miscellaneous parts that connect the antennas, cables, and electronics (hereinafter all collectively referred to as "Equipment" and described in Appendix B, which is attached hereto and incorporated by reference herein as if fully set out); and

WHEREAS, Owner has agreed to grant unto Licensee a license to install, maintain, repair, remove, replace, and operate a wireless broadband service system facility upon the Tower(s) designated herein pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Location: The Towers subject to this Agreement are more specifically described in Appendix A attached hereto. Licensee shall hereby be granted a license for each Tower identified, together with access easements thereto.

2. Use: Subject to the terms and conditions hereof, Owner grants the Licensee a license to install, maintain, repair, remove, replace, and operate a wireless broadband service system facility as described in Appendix B upon the Tower(s). Licensee may install up to eight (8) fixed wireless mounts with antennas on each Tower. Licensee may install one (1) weatherproof utility service box at each Tower. Each weatherproof service utility box or utility shed may occupy up to sixteen (16) square feet at a location on the Premises agreeable to Owner. Additionally, Owner grants to the Licensee the non-exclusive license to use the road, roadways, and/or easements to which Owner has ownership or control for the purpose of allowing Licensee access to the Premises for the purposes contained herein. Licensee's use of the Tower(s) shall not interfere with other uses located upon the Premises. Licensee further acknowledges and agrees that the primary use of the Tower(s) is for the storing of water for use by Owner in connection with the operation of its water distribution system and that in no event shall Licensee's use of the Tower(s) interfere with the primary use of the Premises by Owner or for any other purpose for which Owner may use the Premises and/or the Tower(s).

3. Antenna Space and Cabling: Owner hereby agrees to provide space on its Tower(s) for fixed wireless mounts and associated antennas at locations to be mutually agreed upon by both Licensee and the Owner. Said location(s) shall not cause issues with the Tower loading or wind shear, and shall not interfere with the openings to the Tower(s), ladders, braces, paint removal, or painting and maintenance of the Tower(s), and shall be in full compliance with all Local, State and Federals laws or the rules and regulations of any agency or instrumentality thereof, including but not limited to the Federal Communications Commission (hereinafter referred to as "FCC") and Federal Aviation Administration (hereinafter referred to as "FAA"). As may be required, Owner further agrees to allow Licensee to attach outdoor cable to the Tower(s), in locations mutually agreed upon by both parties, to connect the antennas to electronics located at or near the Tower(s) to the extent legally permissible. Licensee is responsible for all purchase, installation, and maintenance costs of their equipment and will work in good faith with the Owner and any tower management company contracted by Owner to establish agreeable placement locations and design. It is understood and agreed that all antenna, cables and other equipment to be placed upon and/or attached to a Tower shall be approved by Owner.

4. Electronics and Power: Owner hereby grants access to Licensee to place electronics at a location near the Tower(s) suitable to and approved by both parties. This will be accomplished via the weatherproof utility service box or utility shed hereinbefore referenced. Owner will consider allowing Licensee to install a small solar panel, and batteries to supply power at each Tower site. Licensee is responsible for all purchase, installation, and maintenance costs of their equipment and will work in good faith with Owner and any tower management company contracted by Owner to establish agreeable placement locations and design. It is understood that power consumption would be minimal with use in the range of 1-2 amps.

5. Installation of Equipment: Licensee understands that Owner may utilize the services of a tower maintenance provider and agrees to coordinate installations with Owner and any such contracted tower maintenance provider. Licensee agrees that it will provide Owner, or their representative, a written proposal addressing the installation of antennas and that such proposal shall be approved by Owner and/or its representative within 20 business days prior to installation.

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Prior to installation of its equipment or making any modifications or changes to its equipment, if any, Licensee shall comply with the following:

A. Licensee shall submit all plans to Owner or its representative for approval;

B. Prior to commencement of any work, Licensee shall obtain Owner's written approval and approvals of all Local, State and Federal agencies if required. Licensee shall promptly deliver to Owner written proof of its compliance with all applicable Local, State and Federal laws, rules and regulations in connection with any installation, changes or modifications of equipment;

C. Installations, modifications or changes to Licensee's equipment shall be mutually agreed upon by both

D. All of Licensee's equipment shall be clearly marked to show Licensee's name, address, telephone number and the name of the person to contact in case of emergency, FCC call sign, frequency and location. All cabling shall be identified in the same manner at the bottom and top of each transmission line and shall be installed in the location and tower face approved by Owner.

6. Use of Up-to-Date Technology and Communications with Customers. In entering this Agreement, Licensee warrants and represents that it will apply for available funding, including but not limited to funding through the Growing Rural Economies with Access to Technology (GREAT) Grant program, in an effort to provide Duplin County residents with dependable high-speed internet. Licensee further warrants and represents that the Equipment provided pursuant to this Agreement, as reflected in Appendix B, will be up-to-date technologically, thereby providing those Duplin County residents served by that equipment with dependable high-speed internet. Finally, Licensee agrees that it will provide timely and appropriate customer service to those customers being served under this Agreement. Licensee shall not make any disparaging remarks to customers about Duplin County and agrees to work jointly, in good faith, with Owner to communicate with customers in response to any questions about the services being provided pursuant to this Agreement. Licensee understands and acknowledges that failure to comply with the terms of this section will constitute grounds for immediate termination of this Agreement by Owner.

7. Compliance with Laws/Regulations: Licensee shall install, maintain, repair, remove, replace, and operate its Equipment during the term hereof in compliance with all present and future rules and regulations imposed by any Local, State or Federal authority having jurisdiction with respect thereto, including, without limitation, rules and regulations of the FCC and the FAA.

8. Interference: Licensee will resolve any technical problems with other equipment located at the sites on the installation date. In the event that the operations of Licensee under this Agreement interfere with the transmitting or receiving of radio, television, telephone, or other electronic signals or devices existing on the site prior to the date of this Agreement, or which are owned by Duplin County or its agents and installed by them at any time, Licensee shall, at its own expense after written notice from Owner, correct such interference as soon as reasonably possible. However, in the event that such interference is not corrected within thirty (30) days,

Owner shall have the right to terminate this Agreement. This provision shall not apply to brief and reasonable test periods where the sources of the interference are being determined for purposes of suppression.

If any device installed on the site after the date hereof by another licensee and not on behalf of Owner shall interfere with Licensee's transmission or reception, Owner shall in good faith work with the other licensee to eliminate such interference as soon as reasonably possible. In the event that such interference does not cease within a reasonable period, Licensee shall have the right to request that Owner terminate any interfering agreements or otherwise take appropriate action to address the interference. Owner will not be liable to Licensee for monetary damages or equitable relief for interference caused by existing or future communications equipment or frequencies.

Additionally, notwithstanding the foregoing, the parties agree that should Owner determine, in its sole discretion, that the performance of this Agreement interferes with the primary function of the Premises or with any other uses of the Premises by Owner or is otherwise inconsistent with the best interests of Duplin County, then Owner shall notify Licensee and Licensee shall have thirty (30) days to respond to such determination. If the said response is not acceptable for any reason in the sole judgment of Owner, then Owner may terminate this Agreement, and Licensee must completely vacate the site before the expiration of one hundred twenty (120) days from the date of notice of Owner's determination.

Also, in all matters where Owner's approval is required, if Owner should determine in its reasonable discretion that a possibility or a threat of interference or other disruption of the business of Duplin County or other existing licensees exists, Owner shall have the absolute right to withhold such approval.

9. Access to Premises: During the term of this Agreement, Licensee shall be granted reasonable access to the Tower(s) for installation, repair, maintenance, removal, replacement, and operation of the Equipment installed pursuant to the terms of this Agreement, s long as Licensee is not in breach of this Agreement,

10. Term: The initial term of this Agreement shall be for a period of five (5) years commencing on February 1, 2026 and terminating on January 31, 2031. If Licensee should fail to install necessary Equipment to provide high-speed internet as contemplated herein, this Agreement shall be immediately voidable by Owner.

11. Payment: Beginning the first calendar month after the effective date of this Agreement, Licensee shall make a base payment to Owner of $250 per Tower per year. Licensee shall further pay an additional mutually agreed upon fee per year for electric service at sites that have utility sheds. Both the base rent payment and additional fees shall be payable to Owner at the following address:

Duplin County Water Department
P.O. Box 988
Kenansville, NC 28349

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12. Governmental Approval: Licensee's ability to use the Premises is contingent upon its obtaining any and all necessary certificates, permits, licenses and other approvals that may be required by any governmental authorities. If a zoning variance, special use permit or some other governmental approval is required in connection with the installation, repair, maintenance, replacement, removal, operation, or modification of Licensee's equipment, Licensee shall be solely responsible for obtaining the appropriate approval. Entry into this Agreement shall not in any way be construed as a waiver of any zoning, permit, or other requirement imposed by City, State or Federal law.

13. Maintenance of Tower Facilities: General Tower maintenance (lighting, painting, repairing, maintaining, etc.) is the responsibility of Owner. Notwithstanding the foregoing, Owner shall have no responsibility for any lighting or Tower modifications which are required because of the installation of Equipment by Licensee. The responsibility for maintaining lighting upon Licensee's Equipment or which is required to be installed as a result of the installation of Licensee's Equipment shall be the responsibility of Licensee, and Licensee agrees to indemnify and hold Owner harmless from same and from any liability resulting from its failure to so maintain such lighting.

Owner agrees not to move, disconnect or adjust, in any way, Licensee's equipment without the supervision of a Licensee representative on site, unless and except in an emergency requiring immediate action as determined in the sole discretion of Owner and its agents/staff to protect Owner's property, staff and/or customers from injury, damage and/or loss of any kind. Licensee acknowledges and agrees that it shall be solely responsible for moving or protecting its equipment during any repairs or renovations to the Tower(s), and that Owner shall incur no liability for any injury, expense, or claim incurred by Licensee during any such repair or renovation.

14. Damage or Destruction to Site: In the event the site or any part thereof is damaged or destroyed by the elements or any cause, Owner may elect to repair, rebuild or restore the site or any part thereof, to the same condition that it was immediately prior to such casualty. In such event, the rental payments required herein shall cease as of the date of such casualty until the site, in Licensee's opinion, is restored to a usable condition for Licensee's operation. Owner shall also have the right to elect not to repair the site and upon such election, Owner shall send to Licensee, a notice of cancellation of this Agreement within thirty (30) days of such casualty. In the event that Owner fails to give Licensee notice of its intention to repair the site within such thirty (30) day period or in the event that Owner fails to repair the site within one hundred eighty (180) days after the day of the casualty, Licensee may terminate this Agreement by giving written notice of termination to Owner within five (5) days after expiration of the applicable period (30 days or 180 days). If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty. Owner shall not be responsible or liable to Licensee for any loss, damage or expense it may be occasioned by, through or in connection with any of Owner's acts, omissions or those of any other licensees occupying the sites or for any structural failure or power failure resulting in destruction or damage to the Premises.

15. Removal of Equipment Upon Termination: Following any termination or expiration of this Agreement, Licensee shall remove all of its Equipment from the Premises. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon

to as good a condition as they were in prior to the installation or placement of the Equipment upon the Premises, ordinary wear and tear accepted. If Licensee fails to remove such Equipment within ninety (90) days after the expiration or termination of this Agreement, a $100.00 per day penalty shall be imposed and Owner may remove and dispose of the Equipment. If Owner is required to remove and dispose of such Equipment, Licensee shall reimburse Owner for the reasonable costs and expenses for such removal and restoration of the Premises and such expenses shall be in addition to the $100.00 per day penalty set forth above. In the event Owner shall deem the Equipment abandoned, then said Equipment shall become the property of Owner.

16. Complimentary Internet Services to be Provided: As part of this Agreement, Licensee will provide the following complementary internet services to Duplin County at up to six (6) locations as designated below, so long as a water tower license is in effect and Licensee is able to provide service to the location listed. The internet service provided is for the County's use and not for resale.

Location	Service Speed	Special Conditions
1. Airport	50/50	Main Building Only
2. Landfill Main Office	25/3	
3. Landfill Satellite Office	25/3	
4. Shooting Range	25/3	
5. A location to be later determined		
6. A location to be later determined		

17. Termination: In addition to any other provision of this Agreement which provides for termination, this Agreement may be terminated, without penalty or liability, as follows:

A. By Owner in the event of a failure or refusal of Licensee to pay rent, fees, or other payment within ten business (10) days after receipt of written notice that such payment is due;

B. By either party upon the non-monetary default of any covenant, term, or condition of this Agreement which is not cured within thirty (30) days of receipt of written notice of default. This provision does not, however, limit any other rights otherwise available to the parties under this Agreement;

C. By Licensee upon thirty (30) days prior written notice if it is unable to obtain or maintain any license, permit or other approval necessary to the operation of the Equipment or Licensee's business;

D. By Licensee upon ninety (90) days written notice that the Premises are or have become unacceptable under Licensee's design or engineering specifications for its use of the Equipment;

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E. Either party may terminate this lease upon sixty (60) days' notice at any time after the first two (2) years of the term described above.

F. In the event of a change in Duplin County's statutory authority, mandate and mandated functions, by Local, State and/or Federal legislative or regulatory action, which adversely affects Owner's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to Owner upon written notice to Licensee of such limitation or change in Duplin County's legal authority.

G. Upon termination of this Agreement by Owner pursuant to this paragraph or pursuant to any other provision of this Agreement, such termination shall end all of Owner's responsibilities and liabilities to Licensee. Licensee shall have no right to any cause of action for Owner's termination of this Agreement for any of the reasons set forth in this Agreement.

18. Default: In the event of Licensee's default hereunder, such default being a breach of any of the terms and conditions contained herein; abandonment of either the Equipment or the Premises; the filing of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an Order for relief entered with respect to Licensee, or seeking reorganization, arrangement, adjustment, lining up, liquidation, dissolution, composition or other relief with respect to Licensee or its debts; or the making by Licensee of any assignment or any other arrangement for the general benefit of creditors under any Local. State or Federal law, upon any such default(s), Owner shall be entitled at its option, to terminate this Agreement and remove Licensee's equipment, improvements and personal properties located at the site at Licensee's cost and expense and shall be entitled to recover from Licensee all rents due for the remainder of the term of this Agreement notwithstanding anything to the contrary appearing in this Agreement. In the event that Owner should, as a result of Licensee's default, incur any costs or expenses on behalf of Licensee or in connection with Licensee's obligations hereunder, such sums shall be immediately due to Owner as an additional fee hereunder, such costs and expenses to include any reasonable attorney's fees associated with the enforcement of the terms and conditions contained herein.

19. Taxes: Licensee shall pay any personal property taxes and/or assessments attributable to its antennas, equipment and facilities used in its operations during the term of this Agreement. Licensee shall not be responsible for any taxes attributable to any period prior the commencement date. Licensee shall also pay any other taxes or assessments, including any increase in real estate taxes or assessments, levied against the Premises which are directly attributable to Licensee's use of the Premises. Owner agrees to furnish proof of such increase to Licensee in a form reasonably satisfactory to Licensee.

20. Confidentiality: Licensee shall use any and all information obtained as a result of this Agreement solely in furtherance of the Agreement. To the extent allowable by law, Licensee shall ensure that it, its employees, agents, assigns, or subcontractors initiate appropriate safeguards to prevent the use or disclosure of any confidential information for any purpose other than performance of this Agreement. Licensee will insure that every reasonable attempt to mitigate any such disclosure of confidential information is made by License and its employees, agents, contractors and affiliates.

21. Insurance: Licensee shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Owner. Should said Certificate of Insurance expire prior to the termination of this Agreement, Licensee shall supply to Owner an updated certification prior to the expiration of the Certificate initially provided.

Workers' Compensation Insurance, with limits for Coverage A Statutory - State of North Carolina and Coverage B Employers Liability $500,000 bodily injury, $500,000 bodily injury by disease, and $500,000 by disease policy limit.

Commercial general liability of not less than $2,000,000 General Aggregate Limit (Other than Products-Completed Operations), $2,000,000 Products-Completed Operations Aggregate Limit, $1,000,000 Personal and Advertising Injury Limit, $1,000,000 Each Occurrence Limit, and $100,000 Fire Damage Limit, and shall not contain an exclusion for contractual liability.

For automobile liability the limits shall not be less than $1,000,000 each person, $1,000,000 each occurrence of bodily injury liability, and $1,000,000 each occurrence of property damage liability, policies with a single combined limit must be not less than $2,000,000 or $1,000,000 with an umbrella policy of $1,000,000 per occurrence.

All insurance companies must be licensed in North Carolina and be acceptable to Owner. Insurance Policies, **EXCEPT** Workers' Compensation, shall be endorsed (1) to show Owner as additional insured, as its interests may appear and (2) to amend cancellation notice to 30 days, pursuant to North Carolina law. Certificates of insurance shall be signed by a licensed North Carolina agent and be amended to show "thirty (30) days' notice of change or cancellation will be given to Owner."

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

Duplin County Water Department
P.O. Box 988
Kenansville, NC 28349

If the Licensee does not meet the insurance requirements according to the specifications, alternate insurance coverage satisfactory to Owner may be considered.

Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

If Licensee has contractors or sub-contractors that do work on the Premises, Licensee shall make them aware that they are subject to the same insurance specifications and indemnify Owner for any failure by a contractor or sub-contractor to maintain such insurance.

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22. Hold Harmless: Licensee shall make no alterations to the Tower(s), Properties, or related facilities which will compromise or impair the integrity of the structure or the operation of other equipment located on the Premises or near the Tower(s). Licensee shall exercise special precaution to avoid damaging the Tower(s), properties, and facilities of Owner and other licensees. Licensee hereby assumes all responsibility for any and all loss or damages arising directly or indirectly out of or in connection with Licensee's use or occupancy of the Tower(s) and Premises. Any Tower or property damage caused by Licensee, its employees, or agents shall be, in Owner's sole discretion, either immediately repaired by Licensee or, alternatively, by Owner with the cost being billed to Licensee. Licensee agrees to make an immediate report to Owner of any installation, repair, maintenance, removal, replacement, or modification.

23. Indemnity. Licensee agrees to defend, indemnify, and hold Owner harmless from any and all losses, liability, claims, demands, or expenses of whatsoever kind (including reasonable attorney's fees) arising directly or indirectly from Licensee's use or occupancy of the Tower(s) and Premises, including but not limited to those related to the installation, maintenance, repair, presence, use, operation, replacement, or removal of antennas, cable, necessary appurtenances, and other Equipment. The aforesaid defenses, indemnification, and holding harmless includes, but is not limited to, bodily injury and death to any person or persons, property damage, taxes, special charges by others, fines, penalties, claims and demands for damages or loss for infringement of copyrights, libel, slander, and unauthorized use of frequencies.

24. Notices: All notices, demands or other communications hereunder shall be in writing, unless otherwise expressly stated in this Agreement, and shall be deemed given upon receipt if personally delivered or mailed, by certified mail, return receipt requested or by overnight carrier to the following addresses (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days in advance):

If to Owner:

Duplin County Water Department
P.O. Box 988
Kenansville, NC 28349

If to Licensee:

Eastern Carolina Broadband, LLC
100 S. Central Ave., Suite B
Pink Hill, NC 28572

25. Title and Quiet Enjoyment: Owner represents and agrees (a) that it is the owner of the Premises located in Duplin County and that it has the rights and/or easements to access the Premises, (b) that it is the owner of the Tower located on the Premises and that it has easements to use and access the Tower site, (c) that it has the right to enter into this Agreement, (d) that the person signing this agreement has the authority to sign, and (e) that Licensee is entitled to access the sites as specified herein, so long as Licensee is not in default of this Agreement and subject to Owner's continuous, primary and overriding right to use the Premises for the purposes for which they were originally intended or may hereafter be modified.

26. Mortgages/Uniform Commercial Code Financing Statements: This Agreement shall be subordinate to any mortgage/Uniform Commercial Code financing statement given by Owner, which currently encumbers or may encumber the property including easement areas, provided that any mortgagee or lienholder holding such a mortgage/lien shall recognize the validity of this Agreement and Licensee's rights under this Agreement in the event of foreclosure/repossession of Owner's interest/equipment.

27. Assignment: Licensee shall not assign all or any portion of this Agreement to any other party without the prior written consent of Owner. Additionally, Licensee shall not sublet the Premises, a portion of the Premises, or any interest therein, its Equipment, facilities, or any improvements it has made to the Premises to any other party without the prior written consent of Owner.

28. Successors and Assigns. This Agreement shall run with the Properties described in Appendix A and shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

29. Mechanic's Liens: Licensee shall not suffer or permit any mechanic's, laborers or materialman's liens to be filed against the Premises including the Tower(s), Property, or any part thereof by reason of work, labor, services or materials requested and supplies claimed to have been requested by Licensee; and if such lien shall be at any time so filed, within thirty (30) days after notice of the filing thereof, Licensee shall cause such lien to be canceled and discharged of record.

30. Hazardous Substance. Licensee shall not introduce or use any such substance on the site in violation of any applicable law. Licensee understands that if Owner needs to remove old paint, which contains sufficient levels of lead, that it will require special handling and containment for Owner to repaint the Tower(s). Licensee agrees to cooperate fully with Owner in whatever steps are necessary for the removal of the old paint and the repainting of the Tower(s). Licensee agrees to hold Owner harmless for any interruption of service or possible damage of their equipment during this process.

31. Access to and Record Retention: Licensee agrees to maintain all records of or related to this Agreement and shall, upon Owner's request, provide Owner with, or access to, said records. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Licensee must make the materials to be audited available within one (1) week of the request for them.

32. Force Majeure: Neither Party shall incur any liability to the other if its performance of any obligation under this Agreement is delayed or prevented by any of the following events: a change in any law, rule, regulation or ordinance; any new law, rule, regulation or ordinance; the requirements of any government or governmental entity or authority; war, riot, civil disorder or other hostilities; hurricanes, typhoons or other severe weather conditions; fire; earthquakes, floods and other natural disasters; damage to or destruction of a party's facilities.

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If either party's performance under this Agreement is delayed or prevented by any of the events described in the paragraph above, that party will notify the other in writing of the event, of its expected effect on that party's performance, and of when that party expects to resume its performance under and in accordance with the terms of this Agreement. If the performance by a party of any material obligation under this Agreement is delayed by any of the events described in the paragraph above, then if the total of all delays so caused exceeds a period of 10 days, the other party may terminate this Agreement by giving written notice of termination to the affected party at any time prior to the affected party's notifying the other party in writing that it has resumed its performance under and in accordance with this agreement.

33. Health and Safety: Licensee shall be responsible for initiating, maintaining and supervision of all safety precautions and programs in connection with any work done at/on the Premises. The Licensee shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees/agents from the work and other persons who may be affected thereby.

34. Non-Discrimination in Employment: Licensee shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The Licensee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the Licensee is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of Federal, State or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by Owner, and the Licensee may be declared ineligible for further Duplin County Agreements.

35. Non-Waiver: The failure of either party to exercise, or a delay in either party's exercising of, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

36. Severability: If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

37. Parties Not Joint Venturers. Nothing contained herein shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.

38. Enumerated Rights Not Exclusive Remedies. The various rights, powers and remedies herein contained and reserved to Owner shall not be considered as exclusive of any other right, power or remedy, but the same shall be construed as cumulative and shall be in

addition to every other right, power or remedy now or hereafter existing at law, in equity or by statute.

39. Product of Mutual Negotiation. Both Owner and Licensee acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by counsel for both Owner and Licensee. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

40. Governing Law: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of North Carolina and that any actions relating in any way to this Agreement shall be brought solely in the General Court of Justice of the State of North Carolina sitting in Duplin County, North Carolina or, where applicable, the United States District Court of the Eastern District of North Carolina.

41. E-Verify Compliance: If Licensee is a person, business entity, or other organization that transacts business and employs 25 or more people in North Carolina, it agrees to comply with the E-Verify requirements found in Article 2 of Chapter 64 of the North Carolina General Statutes. Licensee agrees that all its current or subsequently hired subcontractors shall comply with said E-Verify requirements if said subcontractors employ 25 or more employees in North Carolina.

42. Iran Divestment Act Certification: Pursuant to North Carolina General Statute §147-86.59, Licensee hereby certifies that, as of the date listed below, it is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58 (hereinafter referred to as "List"). Additionally, Licensee hereby certifies that it shall not utilize any subcontractor in the performance of this Agreement that is identified on said List

43. Entire Agreement: This Agreement constitutes the entire agreement between the two (2) parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be made in writing and executed by both parties.

44. Further Assurances: Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Agreement or any other agreement contained herein in any manner contemplated hereby.

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IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

DUPLIN COUNTY:	EAST CAROLINA BROADBAND
By: Dexter B. Edwards	By: Signed by: Al Rachide D56B45FBC67944C...
Print Name: Dexter B. Edwards	Print Name: Al Rachide
Its: Chairman	Its: Managing Partner
Date: 02/04/2026	Date: 1/27/2026

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

Chelsey Lanier
FINANCE OFFICER

Appendix A

Description of Premises

Tank ID	Address	
A2	4069 NC 111 HWY	Albertson
B1	2140 Saracta Rd	Beulaville
B2	1121 Saracta Rd	Kenansville
C1	1607 Deep Bottom Rd	Wallace
D1	3777 NC 11 HWY	Wallace
D2	1346 Brices Store Rd	Rose Hill
E1	1028 Penny Branch Rd	Warsaw
F1	1719 Summerlins Crossroad	Mt. Olive
F2	1803 Garner Chapel Rd	Mt. Olive
F3	1965 Beautancus Rd	Mt. Olive
G1	518 D.S. Williamson Rd	Magnolia
G2	2387 Hallsville Rd	Rose Hill

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Appendix B

Description of Equipment

Radio Model	Power	Frequency	Channel	Manufacturer	Position	Data Sheet
B5 Backhaul	48V	5790	40x1	Mimosa	199 degrees	https://www.streakwave.com/amfile/file/download/file/2312/product/21721/
B5 Backhaul	48V	5830	40x1	Mimosa	36 degrees	https://www.streakwave.com/amfile/file/download/file/2312/product/21721/
C5C Backhaul	48V	5210	40x1	Mimosa	37 degrees	https://www.streakwave.com/amfile/file/download/file/4238/product/23475/
Prism 2.4 Sector	24V	2440	20x1	Ubiquiti	270 degrees	https://www.streakwave.com/amfile/file/download/file/11795/product/31783/
LAP-GPS Sector	24V	5790	20x1	Ubiquiti	0 degrees	https://www.streakwave.com/amfile/file/download/file/9299/product/28385/
5X-HD Backhaul	24V	5750	40x1	Ubiquiti	306 degrees	https://www.streakwave.com/amfile/file/download/file/1691/product/21067/
5X-HD Backhaul	24V	5165	20x1	Ubiquiti	100 degrees	https://www.streakwave.com/amfile/file/download/file/1691/product/21067/
5X-HD Backhaul	24V	5745	40x1	Ubiquiti	45 5 degrees	https://www.streakwave.com/amfile/file/download/file/1691/product/21067/
On the Ground						
1 Metal Box						https://www.amazon.com/ARKSEN-Aluminum-Underbody-ToolBoxes-Organizer/dp/B07XC6DQJ4
Mikrotik HEX						https://www.streakwave.com/amfile/file/download/file/11891/product/31877/
Netonix 12 Port						https://www.streakwave.com/amfile/file/download/file/15863/product/35995/
Battery Backup						https://www.apc.com/shop/us/en/products/APC-Back-UPS-BE600M1-600VA-120V-1-USB-charging-port/P-BE600M1

docusign

Certificate Of Completion

Envelope Id: 68F32B62-F107-43BB-BB91-BEF243804F03
Subject: Complete with Docusign: Wireless Broadband Water Tank Agreement 2026.pdf
Source Envelope:
Document Pages: 15
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Margaret Nash
829 Gum Branch Rd
Suite C
Jacksonville, NC 28540
mnash@mewbornlaw.biz
IP Address: 195.252.195.61

Record Tracking

Status: Original
1/27/2026 3:46:10 PM

Holder: Margaret Nash
mnash@mewbornlaw.biz

Location: DocuSign

Signer Events	Signature	Timestamp
Al Rachide alrachide@ecbroadband.com Managing Partner Security Level: Email, Account Authentication (None)	Signed by: Al Rachide D50B45FBC87944C...	Sent: 1/27/2026 3:55:22 PM Viewed: 1/27/2026 4:02:57 PM Signed: 1/27/2026 4:03:49 PM
	Signature Adoption: Pre-selected Style Using IP Address: 129.222.201.38	

Electronic Record and Signature Disclosure:
Accepted: 1/27/2026 4:02:57 PM
ID: e6a78729-6e82-4ad3-bdc1-d87f554785d4

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/27/2026 3:55:23 PM
Certified Delivered	Security Checked	1/27/2026 4:02:57 PM
Signing Complete	Security Checked	1/27/2026 4:03:49 PM
Completed	Security Checked	1/27/2026 4:03:49 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on: 4/13/2022 9:23:03 AM
Parties agreed to: Al Rachide

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From time to time, Mewborn & DeSelms (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Mewborn & DeSelms:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: dcross@mewbornlaw.biz

To advise Mewborn & DeSelms of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dcross@mewbornlaw.biz and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Mewborn & DeSelms

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dcross@mewbornlaw.biz and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Mewborn & DeSelms

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to dcross@mewbornlaw.biz and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Mewborn & DeSelms as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Mewborn & DeSelms during the course of your relationship with Mewborn & DeSelms.

RESOLUTION 2026-5

County of Duplin

Office of the County Commissioners

RESOLUTION
ADOPTING SAMPSON DUPLIN REGIONAL
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Duplin County are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, Duplin County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Article 5, Section 160D-501 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (State emergency assistance funds) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000, as amended, states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five-year cycle; and

WHEREAS, Duplin County has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations and at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management, and that the plans have been updated in accordance with federal laws including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; the National Dam Safety Program Act, as amended; as required under regulations at 44 CFR Part 201, and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management; and

WHEREAS, it is the intent of the Board of Commissioners of Duplin County to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, THEREFORE, be it resolved that the Board of Commissioners of Duplin County hereby:

1. Adopts the Sampson Duplin Regional Hazard Mitigation Plan.

2. Vests Duplin County Emergency Management with the responsibility, authority, and the means to:

   (a) Inform all concerned parties of this action.
   (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.

3. Appoints Duplin County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Duplin County Board of Commissioners for consideration.

4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 4th day of February 2026.

Dexter B. Edwards
Chairman

ATTEST:

Joanne W. Carr
Clerk to the Board

RESOLUTION 2026-4

Interim-County Manager - LisaHughes
Deputy County Manager- Carrie Shields
Clerk to the Board - Jaime W. Carr
County Attorney - J. Timothy Wilson

Dexter B. Edwards, Chair — District II
Elwood Garner, Vice Chair — District I
Justin Edwards – District III
Jesse L. Dowe, III — District IV
Wayne E. Branch – District V

224 Seminary Street, Kenansville N.C. 28349
Phone (910)296-2100 Fax (910) 296-2107

RESOLUTION FOR DUPLIN COUNTY APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS FUNDING

WHEREAS, the Duplin County Board of Commissioners has previously indicated its desire to assist in community development efforts for public services improvements within the County; and,

WHEREAS, the Board of Commissioners has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit primarily low-to-moderate income individuals in the County by providing public services improvement activities; and,

WHEREAS, the Board of Commissioners wishes the County to pursue a formal application for Community Development Block Grant funding to benefit primarily low-to-moderate income individuals in the County by providing public services improvement activities; and,

WHEREAS, the Board of Commissioners certifies it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program;

NOW, THEREFORE BE IT RESOLVED, by the Duplin County Board of Commissioners that

- The County is hereby authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant-Coronavirus Program, to support public services improvement activities benefitting primarily low-to-moderate income individuals in the County.
- The Board of Commissioners further authorizes the County Manager, or their successor, to execute all documents related to grant administration of the project.

Adopted this the 4th day of February 2026, in Duplin County, North Carolina.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

ATTEST:

Jaime Carr, Clerk to the Board

Official Bid Proposal: Watershed Mowing & Maintenance

To: Duplin County Soil & Water Conservation Department
Date: January 29, 2026
Subject: Proposal for Limestone Creek and Muddy Creek Watershed Projects
Project Code: Mowing Maintenance 2026

1. SCOPE OF SERVICES ClearHawk proposes to perform all mowing maintenance on the main and lateral travelways and drainageways within the Limestone and Muddy Creek Watershed Projects. In accordance with project specifications, our services will include:

- Mowing of travelways, drainage ways, side slopes, and channel bottoms.
- Removal and proper deposit of all debris larger than two (2) inches in diameter.
- Full maintenance of the 10' offside and 25' travelway clearance zones.

2. CAPACITY & EXECUTION ClearHawk is fully equipped to handle the heavy-duty requirements of watershed maintenance. We provide all necessary labor, tools, and machinery to complete the work in a workmanlike manner as prioritized by Duplin County NRCS/Soil & Water personnel.

3. DATE OF COMMENCEMENT & COMPLETION ClearHawk is prepared to coordinate work sites immediately upon contract award.

- **Proposed Start Date:** March 2026
- **Substantial Completion Date: March 31, 2026** This extended window ensures thorough execution across all project reaches while accounting for seasonal conditions and equipment mobilization.

4. TOTAL BID PRICE ClearHawk submits a total lump-sum bid for the completion of all prioritized work items: **Total Contract Bid: $52,850.00** *(Fifty-Two Thousand, Eight Hundred Fifty Dollars)*

Vendor Information: Company: ClearHawk Forestry Mulching & Land Clearing

Authorized Signature: _____ **Name:** Jay Fox

Title: President

Email: goclearhawk@gmail.com

Phone: (919) 808-2770

Han-Dy-Land Farms, LLC

Tax ID# 46-5450009

Hank Bond

910-289-7527

Bid Proposal for Duplin County Watershed Mowing Contract 2025 – 2026

Mowing Muddy Creek	$27,300
Mowing Limestone	$27,300
TOTAL	$54,600

Hank Bond 12-3-2025

Hall's Tree Service

977 Ellis Rd. Lumber Bridge, NC 28357

Fully Insured • Fully Licensed

Mobile: (910) 494-7921 Office: (910) 364-6652 Fax: (910) 425-2349

FIN#: 562196591/ NCDOT Certified

"WE APPRECIATE OUR TROOPS SERVING THIS GREAT NATION"

INVOICE: Duplin Co Soil and Water
Project Names: Mowing Project **Project Location: LIMESTONE CREEK AND MUDDY CREEK** **WATERSHED PROJECTS, DUPLIN COUNTY, NORTH CAROLINA** **DATE: 1/27/2026**
Item Description: Total Price:

- MOWING MAINTENANCE ON THE MAIN AND LATERAL TRAVELWAYS AND DRAINAGEWA YS WITHIN THE LIMESTONE CREEK AND MUDDY CREEK WATERSHED PROJECTS, DUPLIN COUNTY, NORTH CAROLINA,

Total QUOTE: $85,000.00

CONFIRMED QUOTE:
HALL'S TREE SERVICE INC.
Authorizing signature: Jackie Hall
Email: hallstreestreeserviceinc@gmail.com

RESOLUTION 2026-3

County of Duplin

Office of the County Commissioners

A RESOLUTION TO EXTEND THE 2026 PROPERTY TAX LISTING PERIOD

State of North Carolina
County of Duplin

WHEREAS, NCGS 105-307(b) authorizes the governing board of any county to extend the time during which property is to be listed for taxation in a non-revaluation year by up to 30 additional days; and

WHEREAS, due to unforeseen problems with the production and mailing of the annual listing forms; and

WHEREAS, the county desires to give every taxpayer an opportunity to list taxes in a timely manner.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Duplin County that the listing period for the 2026 tax year be extended until March 2, 2026.

Adopted this the 4th day of February, 2026.

Dexter B. Edwards
Chairman

ATTEST:
Jaime W. Carr
Clerk to the Board

Duplin County Asset Disposal Form

Date 1/28/2026

This form is required to be completed prior to the disposal/trade of ANY county asset. Once this form has been completed and signed by the department head, a copy shall be sent to the Finance Officer for approval along with pictures of each asset being surplused. If it is an IT-related asset (i.e. computer, printer, camera, etc.), IT approval is required prior to submitting. If the asset is being traded in to a vendor on a new purchase, the department is responsible for sending a final copy of the invoice to the Finance Officer.

Asset Disposal Codes:
1 - Sell on GovDeals
2 - Transfer to another department
3 - Scrap/damaged
4 - Trade on another asset

Receving Information
Date Received:
Receiver's signature:
Receiving department:

Disposal Code	Tag/Asset #	Original purchase price	Original purchase date	Item Description	Serial or Model #	Receiving Department (Transfers Only)	Comments (Please describe condition of asset if you are sending it to public auction or scrapping it. If you are trading this asset for another, give the vendor name and description of your new asset)
3	9712	38,869.78	3/9/2023	2023 Chevrolet Tahoe	1GNSKLED0PR275235		Vehicle totaled-title tx to insurance

Name of person completing form: Chelsey Lanier
Department requesting disposal: Finance
Department head signature:
Finance Director signature:
Board of County Commissioner approval: Dexter B. Edwards
(for assets above $30,000 in value)
IT approval (if applicable):

Flow of form
Department
IT (if IT related)
Finance Director
Board (if over $30k)
Public auction manager

PROJECT ORDINANCE-AMENDED

BE IT ORDAINED by the Board of Commissioners of the County of Duplin, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is the construction of a new Detention Center.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the budget contained herein.

Section 3. The following amounts are appropriated for the project:

Line Item	Description	Appropriation
4969-39677	SCIF Grant 20213	21,300,000
4969-39677	SCIF Grant 20215	11,000,000
4969-39677	SCIF Grant 20211	5,500,000
4969-38310	Interest Earned	4,092,700
4969-34452	Transfer from Capital Reserve	1,183,780
4969-39811	Transfer from General	236,870
Total		43,313,350

Section 4. The following revenues are anticipated to be available to complete this project:

Line Item	Description	Appropriation
4969-41060	Construction	40,320,100
4969-41979	Administration	6,250
4969-41996	Engineering	2,887,000
4969-45800	Furniture & Fixtures	100,000
Total		43,313,350

Section 5. The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records.

Section 6. The Finance Director is directed to report financial status of each project element in Section 3 as directed by the grantor.

Section 7. The budget officer is directed to include project revenue and expenditures in the budget report to the board.

Section 8. Copies of the grant project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Adopted this 4 day of February, 2026.

Dexter Edwards, Chairman
Board of Commissioners

Jaime Carr, Clerk
Board of Commissioners

ATTEST: (seal)

Duplin County, NC

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JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	3	BUA	01/06/2026	12/12/2025	010526	blanca.pineda	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	4100	38398				T	VEHICLE 1086 EMS		4,611.41	
	10-41-4100-0000-000-38398						INSURANCE SETTLEMENTS			
2	4370	43530				T	VEHICLE 1086 EMS	4,611.41		
	10-43-4330-4370-000-43530						REPAIRS VEHICLES			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	20	BUA	01/06/2026	01/06/2026	benefits	wanda.bell	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	4955	40121		VIDNT	Benefits	T	Cover Benefits		935.92	
	10-49-4950-4955-000-40121						SALARIES			
2	4955	40181		VIDNT	Benefits	T	Cover Benefits	160.03		
	10-49-4950-4955-000-40181						SOCIAL SECURITY			
3	4955	40182		VIDNT	Benefits	T	Cover Benefits	301.43		
	10-49-4950-4955-000-40182						RETIREMENT			
4	4955	40183		VIDNT	Benefits	T	Cover Benefits	473.38		
	10-49-4950-4955-000-40183						HOSPITAL INSURANCE			
5	4955	40184		VIDNT	Benefits	T	Cover Benefits	1.08		
	10-49-4950-4955-000-40184						Life Insurance			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	23	BUA	01/06/2026	01/06/2026	MYR adjustwanda.bell		1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	4991	43911		PFS MY	Mid Y adj	T	Mid year adjustment PF		4,308.00	
	10-49-4950-4991-000-43911						ADVERTISING			
2	4991	43110		PFS MY	Mid Y adj	T	Mid year adjustment PF		1,000.00	
	10-49-4950-4991-000-43110						TRAVEL			
3	4991	40121		PFS MY	Mid Y adj	T	Mid year adjustment PF		2,707.26	
	10-49-4950-4991-000-40121						SALARIES			
4	4991	40181		PFS MY	Mid Y adj	T	Mid year adjustment PF	939.54		
	10-49-4950-4991-000-40181						SOCIAL SECURITY			

Duplin County, NC

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JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	23	BUA	01/06/2026	01/06/2026	MYR adjustwanda.bell		1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
5	4991	40182		PFS MY	Mid Y adj		T Mid year adjustment PF	1,825.82		
	10-49-4950-4991-000-40182						RETIREMENT			
6	4991	40183		PFS MY	Mid Y adj		T Mid year adjustment PF	1,617.46		
	10-49-4950-4991-000-40183						HOSPITAL INSURANCE			
7	4991	40184		PFS MY	Mid Y adj		T Mid year adjustment PF	3.16		
	10-49-4950-4991-000-40184						Life Insurance			
8	4991	42381		PFS MY	Mid Y adj		T Mid year adjustment PF	3,629.28		
	10-49-4950-4991-000-42381						EDUCATIONAL SUPPLIES			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	44	BUA	01/06/2026	01/06/2026	BA	justin.cox	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	4230	43540					T Move to Travel		750.00	
	10-41-4100-4230-000-43540-						SOFTWARE MAINTENANCE			
2	4230	43110					T Move to Travel	750.00		
	10-41-4100-4230-000-43110						TRAVEL			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	48	BUA	01/07/2026	01/07/2026	TRAVEL	samantha.kennedy	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	5111	42500					T VEHICLE GASOLINE		800.00	
	10-50-5100-5111-000-42500						VEHICLE GASOLINE			
2	5111	43110					T TRAVEL	800.00		
	10-50-5100-5111-000-43110						TRAVEL			
							** JOURNAL TOTAL	0.00	0.00	

Duplin County, NC

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JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	55	BUA	01/07/2026	01/07/2026	Bnfts adj wanda.bell		1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	4952	40181		BLK MD	Mid Yr Adj		T Benefits to needed expendi		1,546.32	
	10-49-4950-4952-000-40181						SOCIAL SECURITY			
2	4952	40182		BLK MD	Mid Yr Adj		T Benefits to needed expendi		2,762.57	
	10-49-4950-4952-000-40182						RETIREMENT			
3	4952	40183		BLK MD	Mid Yr Adj		T Benefits to needed expendi		3,457.99	
	10-49-4950-4952-000-40183						HOSPITAL INSURANCE			
4	4952	40184		BLK MD	Mid Yr Adj		T Benefits to needed expendi		5.98	
	10-49-4950-4952-000-40184						Life Insurance			
5	4952	42600		BLK MD	Mid Yr Adj		T Benefits to needed expendi	2,000.00		
	10-49-4950-4952-000-42600						OFFICE SUPPLIES			
6	4952	43911		BLK MD	Mid Yr Adj		T Benefits to needed expendi	1,500.00		
	10-49-4950-4952-000-43911						ADVERTISING			
7	4952	42381		BLK MD	Mid Yr Adj		T Benefits to needed expendi	4,272.86		
	10-49-4950-4952-000-42381						EDUCATIONAL SUPPLIES			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	89	BUA	01/08/2026	01/08/2026	Camaras	teresa.compean	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	4520	42490					T		1,000.00	
	64-70-4520-0000-000-42490						VEHICLE SUPPLIES			
2	4520	42610					T		1,000.00	
	64-70-4520-0000-000-42610						COMPUTER SUPPLIES			
3	4520	42600					T		1,500.00	
	64-70-4520-0000-000-42600						OFFICE SUPPLIES			
4	4520	43110					T		1,000.00	
	64-70-4520-0000-000-43110						TRAVEL			
5	4520	43113					T		2,000.00	
	64-70-4520-0000-000-43113						MILEAGE PARKING TOLLS			
6	4520	43510					T		1,200.00	
	64-70-4520-0000-000-43510						REPAIRS BUILDING AND GROUNDS			
7	4520	43520					T	7,700.00		
	64-70-4520-0000-000-43520						REPAIRS & MAINTENANCE EQUIPME			
							** JOURNAL TOTAL	0.00	0.00	

Duplin County, NC

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JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	140	BUA	01/12/2026	01/12/2026	move funds	teresa.chambers	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT							ACCOUNT DESCRIPTION			
1	4995	49910		1			T	move funds		1,000.00	
	45-00-4920-4995-000-49910							CONTINGENCY			
2	4995	41979		1			T	move funds	1,000.00		
	45-00-4920-4995-000-41979							ADMINISTRATION			
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	164	BUA	01/13/2026	01/13/2026	Move money	lisa.scronce	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT							ACCOUNT DESCRIPTION			
1	7401	42500					T	move money		6,000.00	
	66-70-7400-7401-000-42500							VEHICLE GASOLINE			
2	7401	41990					T	move money	6,000.00		
	66-70-7400-7401-000-41990							PROFESSIONAL SERVICES			
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	184	BUA	01/14/2026	01/14/2026	Uniforms	david.houston	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT							ACCOUNT DESCRIPTION			
1	4350	49911					T	Revenue		5,000.00	
	10-43-4350-0000-000-49911							RESTRICTED TO BLD INSPSL 20151			
2	4350	42120					T	Expense	2,500.00		
	10-43-4350-0000-000-42120							UNIFORMS			
3	4350	42724					T	Expense	2,500.00		
	10-43-4350-0000-000-42724							CREDIT CARD CHARGES			
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	240	BUA	01/20/2026	01/20/2026	PROG ORDER	samantha.kennedy	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT							ACCOUNT DESCRIPTION			

Duplin County, NC

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JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	240	BUA	01/20/2026	01/20/2026	PROG ORDER	samantha.kennedy	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT							ACCOUNT DESCRIPTION			
1	5129	41990					T	PROFESSIONAL SERVICES		966.04	
	10-50-5100-5129-000-41990-							PROFESSIONAL SERVICES			
2	5129	42600					T	OFFICE SUPPLIES	300.00		
	10-50-5100-5129-000-42600							OFFICE SUPPLIES			
3	5129	43520					T	REPAIRS TO MAINTENANCE EQU	250.00		
	10-50-5100-5129-000-43520							REPAIRS & MAINTENANCE EQUIPME			
4	5129	43250					T	REPAIRS TO MAINTENANCE EQU	416.04		
	10-50-5100-5129-000-43250							POSTAGE			
5	5165	43250					T	POSTAGE		1,500.00	
	10-50-5100-5165-000-43250							POSTAGE			
6	5165	42420					T	IN HOUSE LABS	1,500.00		
	10-50-5100-5165-000-42420							IN HOUSE LAB			
7	5165	43530					T	REAPIRS VEHICLE		350.00	
	10-50-5100-5165-000-43530							REPAIRS VEHICLES			
8	5165	42980					T	PROGRAM SUPPLIES	350.00		
	10-50-5100-5165-000-42980							PROGRAM SUPPLIES			
9	5165	43110					T	TRAVEL		600.00	
	10-50-5100-5165-000-43110							TRAVEL			
10	5165	42980					T	PROGRAM SUPPLIES	600.00		
	10-50-5100-5165-000-42980							PROGRAM SUPPLIES			
11	5165	43110					T	TRAVEL		100.00	
	10-50-5100-5165-000-43110							TRAVEL			
12	5165	44300					T	RENT	100.00		
	10-50-5100-5165-000-44300							RENT			
13	5111	43510					T	REPAIRS TO BUILDING AND GR		1,000.00	
	10-50-5100-5111-000-43510							REPAIRS BUILDING AND GROUNDS			
14	5111	42600					T	OFFICE SUPPLIES	1,000.00		
	10-50-5100-5111-000-42600							OFFICE SUPPLIES			
15	5111	43540					T	SOFTWARE MAINTEENANCE		1,000.00	
	10-50-5100-5111-000-43540							SOFTWARE MAINTENANCE			
16	5111	42980					T	PROGRAM SUPPLIES	1,000.00		
	10-50-5100-5111-000-42980							PROGRAM SUPPLIES			
17	5163	42980					T	PROGRAM SUPPLIES		596.76	
	10-50-5100-5163-000-42980							PROGRAM SUPPLIES			
18	5163	42420					T	IN HOUSE LABS	596.76		
	10-50-5100-5163-000-42420							IN HOUSE LAB			
19	5167	42990					T	INCENTIVES		424.00	
	10-50-5100-5167-000-42990							INCENTIVES			
20	5167	42420					T	IN HOUSE LABS	424.00		
	10-50-5100-5167-000-42420							IN HOUSE LAB			
21	5167	43110					T	TRAVEL		90.00	
	10-50-5100-5167-000-43110							TRAVEL			

Duplin County, NC

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JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	240	BUA	01/20/2026	01/20/2026	PROG ORDER	samantha.kennedy	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
22	5167	42420				T	IN HOUSE LABS	90.00		
	10-50-5100-5167-000-42420						IN HOUSE LAB			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	355	BUA	01/23/2026	01/23/2026	Budget A.	justin.cox	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	4230	43520				T	Move to Dues and Subscript		7,000.00	
	10-41-4100-4230-000-43520						REPAIRS & MAINTENANCE EQUIPME			
2	4230	44910				T	Move to Dues and Subscript	7,000.00		
	10-41-4100-4230-000-44910						DUES AND SUBSCRIPTIONS			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	356	BUA	01/23/2026	01/23/2026	Budget A.	justin.cox	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	4230	43520				T	Move to Travel		1,000.00	
	10-41-4100-4230-000-43520						REPAIRS & MAINTENANCE EQUIPME			
2	4230	43110				T	Move to Travel	1,000.00		
	10-41-4100-4230-000-43110						TRAVEL			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	416	BUA	01/28/2026	01/28/2026	over spent	samantha.lane	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	4380	43110				T	move to repairs buildings		4,500.00	
	10-43-4380-0000-000-43110						TRAVEL			

Duplin County, NC

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JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	07	416	BUA	01/28/2026	01/28/2026	over spent	samantha.lane	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
2	4380	43510				T	over spent and repairs	4,500.00		
	10-43-4380-0000-000-43510						REPAIRS BUILDING AND GROUNDS			
							** JOURNAL TOTAL	0.00	0.00	
							** GRAND TOTAL	0.00	0.00	

14 Journals printed

** END OF REPORT - Generated by CHELSEY LANIER **

JH 12/16/25
CW 12-16-25

TOWN OF GREENEVERS
TAX REQUEST
RELEASE DATE JANUARY 5, 2026

NAME	TOWNSHIP	TOWN	TAX YEAR	ACCOUNT NUMBER	TOWN TAX	LATE LIST PENALTY	TOTAL RELEASE	REASON FOR RELEASE
CARR, RUSHION JUNIOR ETAL	09	T-71	2025	1612389	$ 272.80		$ 272.80	DWMH MOVED TO LH CARD 09-979-2
GRAND TOTAL					**$ 272.80**	**$ -**	**$ 272.80**	

SUBMITTED BY: _____ **FINAL APPROVAL BY:** Greenevers Board of Commissioners **DATE APPROVED:** 1/12/26

LL 10-24-25
CW 10-24-25
AN 10-24-25

TOWN OF TEACHEY
TAX REQUEST
RELEASE DATE NOVEMBER 3, 2025

NAME	TOWNSHIP	TOWN	TAX YEAR	ACCOUNT NUMBER	TOWN TAX	LATE LIST PENALTY	TOTAL RELEASE	REASON FOR RELEASE
HOLMES, NARTASA	09	T-78	2025	4068861	$ 121.50		$ 121.50	CLERICAL ERROR ON GRADE OF DWMH
WILLIAMS, DIANE C.	09	T-78	2025	9528335	$ 507.38		$ 507.38	APPLIED LATE FOR ELDERLY EXEMPTION
							$ -	
GRAND TOTAL					**$ 628.88**	**$ -**	**$ 628.88**	

SUBMITTED BY: _____ **FINAL APPROVAL BY:** _____ **DATE APPROVED:**

LL 12-16-25
tl 12/16/25
cw 12-16-25

TOWN OF WALLACE
TAX REQUEST
RELEASE DATE JANUARY 5, 2026

NAME	TOWNSHIP	TOWN	TAX YEAR	ACCOUNT NUMBER	TOWN TAX	LATE LIST PENALTY	TOTAL RELEASE	REASON FOR RELEASE
BOSSELMANN, ROBIN M.	09	T-79	2025	1000908	$ 384.78		$ 384.78	APPLIED LATE FOR ELDERLY EXEMPTION
BRINSON, EDWARD E. & MICHAEL J.	09	T-79	2025	1026775	$ 1,344.61		$ 1,344.61	HOUSE DOUBLE LISTED & LAND CODES CORRECTED
E T-FIELD PROPERTIES LLC	09	T-79	2025	1000879	$ 1,275.28		$ 1,275.28	WAREHOUSE DOUBLE LISTED
WEAVER, CHRISTINE BONEY	09	T-79	2025	010000016	$ 494.49		$ 494.49	CLERICAL ERROR ON CONDITION OF HOUSE & HEATED SF
GRAND TOTAL					$ 3,499.16	$ -	$ 3,499.16	

SUBMITTED BY: _____ FINAL APPROVAL BY: _____ DATE APPROVED: 1-8-26

DUPLIN COUNTY
NORTH CAROLINA

Airport Commission
Month End Report
December 2025

DUPLIN COUNTY AIRPORT

Airport Staff

Josh Raynor	Airport Director
Danny Oxendine	Airport Technician
Vacant	Airport Technician
Vacant	Airport Technician
Vacant	Sub Airport Technician

Airport Commission Members

Larry Debose, Vice Chair	Grey Morgan
Joe Bryant	Dexter Edwards
AJ Connors	Scotty Kennedy
Roger Davis	Jerry Tysinger
Jack Alphin, Chair	

Operating Hours

Monday - Friday 7am - 6pm
Saturday 8am - 6pm
Sunday 1pm- 6pm
Closed
Thanksgiving & Christmas Day

Month	Av-Gas Sales	Jet-A Sales	Total	Av-Gas Gals	Jet-A Gals	Total	*Previous FY Gallons*
July	$7,447.29	$68,987.45	**$76,434.74**	1,544.15	18,132.00	**19,676.15**	***22,133.86***
August	$9,296.65	$54,688.68	**$63,985.33**	1,892.46	14,033.00	**15,925.46**	***23,475.31***
September	$6,637.79	$48,085.64	**$54,723.43**	1,347.82	12,832.00	**14,179.82**	***15,452.08***
October	$17,082.62	$61,068.98	**$78,151.60**	3,575.58	16,660.00	**20,235.58**	***32,442.87***
November	$7,284.08	$66,958.64	**$74,242.72**	1,550.42	17,939.61	**19,490.03**	***14,988.30***
December	$8,749.27	$49,904.35	**$58,653.62**	1,865.90	13,100.24	**14,966.14**	***19,416.23***
January			**$0.00**			**0.00**	***12,220.98***
February			**$0.00**			**0.00**	***20,230.32***
March			**$0.00**			**0.00**	***20,496.31***
April			**$0.00**			**0.00**	***29,397.72***
May			**$0.00**			**0.00**	***17,622.36***
June			**$0.00**			**0.00**	***22,642.25***
TOTAL	$56,497.70	$349,693.74	$406,191.44	11,776.33	92,696.85	104,473.18	*250,518.59*

Operations YTD Totals

	# Aircraft	# Operations	# Passengers
July	295	590	897
Aug	251	501	751
Sept	325	649	847
Oct	392	783	1034
Nov	314	627	880
Dec	270	540	748
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Totals	**1847**	**3690**	**5157**
Avg/MTh	***307.8***	***615.0***	***859.5***

Products Sold	Dec	YTD
Hangar/Shop Rental	$11,935.00	$77,710.00
Oil Sales	$139.50	$319.50
Call Out Fees	$0.00	$675.00
Ramp Fees	$0.00	$400.00
Vending	$127.00	$938.00
Tiedown Fees	$0.00	$0.00
Ground Lease	$3,811.50	$22,869.00
Misc. Revenue	$0.00	$513.95
Fuel Sales	$58,653.62	$406,191.44
Total Sales- All Products	**$74,666.62**	**$509,616.89**

Fuel by Percentage	
Av-Gas % of Total	**11%**
Full Price Gals	**44%**
Discounted Gals	**56%**
Avg Gals Av-Gas/Month	**1,959**
Jet-A % of Total	**89%**
Full Price Gals	**5%**
Discounted Gals	**95%**
Avg Gals Jet-A/Month	**15,517**
Avg Gals/Mth Both Fuels	*17,477.00*
Avg Gals/Mth Both Fuels Last Year	*20,877.00*

Facts and Figures

Airport Commission meets 4th Tuesday's at 7pm
DPL Total Economic Impact is $146,000,000.00
2025 Based Aircraft Value is ~$43,900,000
Based A/C values up $1.3 million over last year
~46 Based Aircraft
Check us out on Facebook-Duplin County Airport
Preferred Refueling Stop

Recent Project Activity & Updates

Fuel sales for Q2 were down by 21% compared to last Q2. Mid way we have collected only 33% of fuel sales
New hangar construction going well. Large metal parts are standing, metal and insulation next.
Taxiway Connector A3 complete, closeout underway
Fuel farm construction has started with ordering the tank due to lead time. March before any work to really start.
All new T-hangars & Legacy T-hangars fully occupied. Communal hangar full now.
2025 State Economic Impact report is in and DPL has an impact of $146 million dollars!
Hired one full time position and weekends only position filled, will start January 2026

Project Update

Project Name	Project #	$ Amount
Connector Txwy Design	7553	$97,625.00
Fuel Farm Design	7554	$99,931.00
TDR Funds	7555	$5,201,678.40
Construction Txwy A3	7553	$1,400,000.00
Apron Rehab Design	7556	$237,000.00
Fuel Farm Construction	7554	$2,100,000.00
Total Project $		**$9,136,234.40**

DUPLIN COUNTY BUILDING INSPECTIONS ACTIVITY JULY 2025 TO DECEMBER 2025	July-25	August-25	September-25	Octorber-25	November-25	December-25
NUMBER OF INSPECTIONS	883	861	914	916	570	685
NOTES	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY
BUILDING PERMITS ISSUED						
NEW RESIDENCE	4	6	10	5	13	7
RESIDENTIAL ADDITION/RENOVATION/ALTERATIONS	2	6	7	6	5	5
COMMERCIAL/MULTI FAMILY NEW CONSTRUCTION	2	1	0	0	1	3
COMMERICAL ADDITION/RENOVATION/UPFIT	4	13	12	9	9	6
MANUFACTURED/MODULAR HOMES	23	25	24	14	26	9
SIGNS/ABC/DAYCARE/POOL/OTHER	14	12	7	14	2	6
STORM DAMAGE RENOVATION	0	0	0	0	0	0
RELOCATED BUILDING	0	1	0	0	1	2
STORAGE BLDG./DECK/PORCH	3	3	0	1	2	4
ELECTRICAL PERMITS ISSUED						
GENERAL ELECTRICAL	123	123	134	103	92	94
POULTRY/SWINE HOUSES	4	0	0	0	0	0
POOL BONDING	0	1	0	0	0	0
MECHANICAL PERMITS ISSSUED						
MECHANICAL	79	70	68	54	55	50
PLUMBING PERMITS ISSUED						
PLUMBING	46	46	58	52	36	38
GAS PIPING	8	10	11	13	5	2
INSULATION PERMITS ISSUED						
INSULATION	1	2	2	1	0	0
FEES COLLECTED	34,361.60	32,745.96	37,176.40	24,546.72	29,617.60	20,495.72

DUPLIN COUNTY COMMUNICATIONS/911 ADDRESSING	2025 December	2025 November	2025 October	2025 September	2025 August	2025 July
TOTAL # OF ADDRESSING RECORDS	49, 637	49, 617	49,560	49,533	49, 501	49,485
TOTAL # OF ROADS, LANES & STREETS	2135	2132	2127	2125	2120	2119
TOTAL # TELEPHONE CO RECORD CHANGES	145	221	120	233	162	196
KEYING ACTIVITY REPORT	108	147	96	163	112	188
DAILY AVERAGE DOWNLOAD FROM CENTURYLINK	29	55	30	46	40	49
NEW ADDRESS ASSIGNED	23	63	36	56	31	84
RESIDENTIAL	14	47	30	39	25	58
BUSINESS	5	0	1	1	0	1
FARMS	0	0	1	3	0	0
OTHER	4	16	4	13	6	25
FIELD VERIFIED ADDRESS FOR PHONE CO/USPS	6	3	3	1	2	3
ADDRESS CHANGED	4	12	9	9	2	9
ROAD SIGNS INSTALLED OR REPAIRED	76	142	137	125	163	146
ROAD SIGNS MADE IN HOUSE	26	31	27	28	25	28
POST TAKEN FROM INVENTORY	3	2	4	8	5	13
AT NUMBERS (INTERSECTIONS)	4	6	12	2	4	10
MAPS MADE IN HOUSE	NA	1	2	4	0	1
CENTERLINE WORK	NA	39	7	24	14	26
ADDRESS POINTS	NA	157	39	107	105	133
NUMBER OF 911 CALLS	9263	8215	9391	9,664	10,393	10,585

Submitted by Melissa B Kennedy, January 5, 2026

Report – Duplin County Voluntary Agricultural District, 2024
From: Amanda Hatcher, Chair, and Cynthia Blackmore, Vice Chair
Contact: Amanda Hatcher at 910-296-2143 at Cooperative Extension

The Duplin County Voluntary Agricultural District presented an annual report in September 2025 to NCDA & CS. A summary of that report includes:

There are 195 farms enrolled in the Duplin County Voluntary Agricultural District program, composed of 35,746.417 acres.

The VAD board traditionally met quarterly on the 4th Tuesdays of January, April, July and October 2025. In 2025, the VAD board reviewed the application documents and added VAD information to the Cooperative Extension website. The County Extension Director became a Notary as an additional resource for recording VAD applicant signatures.

In 2026, the VAD will work within its Board to better understand policies and procedures as it relates to VAD and agriculture. The July meeting will be moved to August to allow more time for Board members to conduct farm operations in July. The meetings for 2026 are scheduled as: January 27 at 6pm; April 28 at 7pm; August 4 at 7pm; and October 27 at 6pm in the Lois G. Britt Agricultural Center in the conference room.

The VAD program is designed for landowners interested in farmland preservation as a voluntary means to identify the property as agricultural land that is used for farming or forestry. The Duplin County VAD program is coordinated by N. C. Cooperative Extension, with board members representing the five commissioner districts, and four ex-officio members representing the Agribusiness Council President, Duplin County Planner, Duplin County Register of Deeds and the Cooperative Extension Director. Program support is offered by Duplin County Soil & Water Conservation Service.

FY 2026
Sales Tax Report for the Purchase Month of October Received in January

Article 39

Purchase Month	Distribution Month	FY 26 Actual	FY 25 Actual	FY 24 Actual	FY 23 Actual	FY 22 Actual	FY 21 Actual
July	October	532,981.00	512,413.10	495,991.40	460,818.32	457,573.41	427,182.25
August	November	554,514.10	527,645.33	513,122.83	479,755.43	427,349.77	392,404.62
September	December	537,472.17	478,348.51	490,037.02	496,342.32	414,041.24	405,011.20
October	January	547,870.21	443,241.60	460,118.92	463,630.99	400,175.55	384,453.05
November	February	-	758,680.89	518,248.14	364,212.57	351,915.06	351,358.13
December	March	-	601,865.28	423,877.90	546,338.21	476,025.91	443,143.03
January	April	-	450,972.43	467,630.40	453,297.42	400,423.99	404,614.63
February	May	-	456,723.43	465,628.42	400,734.07	396,214.81	358,703.95
March	June	-	583,598.96	543,549.20	500,590.56	486,430.41	456,776.99
April	July	-	484,226.02	471,382.38	476,825.85	483,971.68	459,458.81
May	August	-	550,139.87	526,073.62	514,839.19	436,910.71	440,756.95
June	September	-	563,399.25	562,486.87	533,561.50	489,732.40	457,573.41
	Article Total	**2,172,837.48**	**6,411,254.67**	**5,938,147.10**	**5,690,946.43**	**5,220,764.94**	**4,981,437.02**

Article 40

Purchase Month	Distribution Month	FY 26 Actual	FY 25 Actual	FY 24 Actual	FY 23 Actual	FY 22 Actual	FY 21 Actual
July	October	283,999.55	284,234.61	286,511.95	277,217.58	314,630.28	270,611.54
August	November	278,759.73	284,758.24	284,657.82	280,024.99	236,164.76	249,665.05
September	December	269,354.67	127,731.20	240,291.48	275,221.91	236,119.58	264,679.48
October	January	274,413.01	263,006.53	265,881.15	264,742.13	235,572.14	258,943.88
November	February	-	277,070.68	277,188.00	261,224.00	252,646.72	282,949.70
December	March	-	301,295.57	310,302.54	306,365.33	283,307.22	307,713.65
January	April	-	233,878.49	244,364.29	257,322.75	217,544.16	260,832.19
February	May	-	233,331.71	237,471.64	211,806.82	210,454.03	218,240.63
March	June	-	290,509.64	289,861.51	287,821.87	271,478.36	309,547.51
April	July	-	278,302.11	262,421.11	254,700.06	268,244.37	289,056.33
May	August	-	280,966.15	287,522.25	284,649.97	265,359.04	321,629.72
June	September	-	296,961.65	307,544.77	302,591.56	285,899.57	314,630.28
	Article Total	**1,106,526.96**	**3,152,046.59**	**3,294,018.51**	**3,263,688.96**	**3,077,420.23**	**3,348,499.95**

Article 42

Purchase Month	Distribution Month	FY 26 Actual	FY 25 Actual	FY 24 Actual	FY 23 Actual	FY 22 Actual	FY 21 Actual
July	October	18,057.26	44,363.77	35,329.73	23,964.58	2,171.79	21,433.94
August	November	32,255.22	52,136.04	43,302.05	28,729.47	35,798.87	21,223.96
September	December	31,890.35	21,263.70	2,031.07	42,608.75	29,992.58	17,808.56
October	January	33,010.70	(8,346.96)	32,498.43	32,862.17	25,284.67	10,615.56
November	February	-	135,414.15	53,022.92	(9,836.24)	(12,782.68)	10,746.11
December	March	-	37,469.89	(16,806.26)	45,798.34	23,571.72	4,059.20
January	April	-	19,949.64	52,199.35	35,456.72	42,561.14	21,219.86
February	May	-	23,547.71	57,947.17	45,504.28	42,039.91	28,537.48
March	June	-	37,110.73	57,935.11	34,409.98	39,082.30	93,318.08
April	July	-	(1,172.52)	40,938.82	51,376.66	40,750.36	18,783.51
May	August	-	28,941.28	48,387.55	43,974.94	20,552.71	(13,493.46)
June	September	-	21,957.51	52,889.98	40,887.13	29,628.10	2,171.79
	Article Total	**115,213.53**	**412,634.93**	**459,675.91**	**415,736.78**	**318,651.47**	**236,424.59**

Article 44

Purchase Month	Distribution Month	FY 26 Actual	FY 25 Actual	FY 24 Actual	FY 23 Actual	FY 22 Actual	FY 21 Actual
July	October	-	-	-	13.09	-	253.14
August	November	-	-	-	10.48	1.74	44.21
September	December	-	-	-	-	-	10.14
October	January	-	-	-	-	-	15.51
November	February	-	0.39	(0.66)	-	15.33	(22.36)
December	March	-	-	-	(0.98)	-	(188.91)
January	April	-	(1.40)	-	12.27	-	-
February	May	-	-	-	-	-	18.58
March	June	-	-	-	(74.55)	-	4.28
April	July	-	-	19.15	-	(103.19)	-
May	August	-	-	-	-	(0.02)	-
June	September	-	(53.53)	0.64	(323.15)	-	-
	Article Total	**-**	**(54.54)**	**19.13**	**(362.84)**	**(86.14)**	**134.59**

Article 44-524							
Purchase Month	**Distribution Month**	**FY 26 Actual**	**FY 25 Actual**	**FY 24 Actual**	**FY 23 Actual**	**FY 22 Actual**	**FY 21 Actual**
July	October	211,574.48	205,087.27	198,613.11	182,507.34	159,517.49	139,634.41
August	November	211,333.51	205,025.27	198,640.40	182,454.62	157,647.11	139,815.46
September	December	211,333.51	205,025.27	198,640.40	182,454.62	157,647.11	139,815.46
October	January	211,333.51	205,025.27	198,640.40	182,454.62	157,647.11	139,815.46
November	February	-	204,973.90	198,743.97	182,485.74	157,748.35	139,812.65
December	March	-	204,973.90	198,743.97	182,485.74	157,748.35	139,812.65
January	April	-	204,973.90	198,743.97	182,485.74	157,748.35	139,812.65
February	May	-	204,973.90	198,743.97	182,485.74	157,748.35	139,812.65
March	June	-	204,973.90	198,743.97	182,485.74	157,748.35	139,812.65
April	July	-	204,973.90	198,743.97	182,485.74	157,748.35	139,812.65
May	August	-	204,973.90	198,743.97	182,485.74	157,748.35	159,517.49
June	September	-	211,574.48	205,087.27	198,613.11	182,507.34	159,517.49
	Article Total	**845,575.01**	**2,466,554.86**	**2,390,829.37**	**2,205,884.49**	**1,919,204.61**	**1,716,991.67**

City Hold Harmless							
Purchase Month	**Distribution Month**	**FY 26 Actual**	**FY 25 Actual**	**FY 24 Actual**	**FY 23 Actual**	**FY 22 Actual**	**FY 21 Actual**
July	October	(113,521.23)	(108,472.43)	(110,581.15)	(108,260.82)	(119,296.78)	(100,004.97)
August	November	(109,662.32)	(107,433.01)	(109,242.71)	(109,815.57)	(91,005.34)	(90,917.30)
September	December	(105,782.83)	(97,730.39)	(98,380.36)	(105,304.44)	(91,274.94)	(96,637.64)
October	January	(108,461.12)	(108,440.85)	(102,623.14)	(103,004.55)	(91,133.01)	(95,698.71)
November	February	-	(94,577.19)	(104,184.28)	(105,815.88)	(103,344.26)	(102,869.56)
December	March	-	(117,898.60)	(126,022.94)	(116,655.57)	(111,531.17)	(114,866.63)
January	April	-	(91,600.59)	(91,366.71)	(98,833.04)	(80,256.64)	(94,582.66)
February	May	-	(91,761.17)	(87,178.83)	(78,456.16)	(78,884.60)	(77,852.07)
March	June	-	(113,144.08)	(107,798.28)	(111,538.51)	(104,233.92)	(116,904.76)
April	July	-	(114,344.92)	(99,974.82)	(94,740.40)	(102,414.29)	(107,968.37)
May	August	-	(110,336.50)	(109,195.47)	(109,081.66)	(103,751.80)	(124,472.05)
June	September	-	(118,136.80)	(116,092.24)	(116,597.12)	(111,820.54)	(119,296.78)
	Article Total	**(437,427.50)**	**(1,273,876.53)**	**(1,262,640.93)**	**(1,258,103.72)**	**(1,188,947.29)**	**(1,242,071.50)**
	GRAND TOTAL	**3,802,725.48**	**11,168,559.98**	**10,820,049.09**	**10,317,790.10**	**9,347,007.82**	**9,041,416.32**

	FY 26 Budget	**FY 26 Actuals**	**FY 26 Estimates**	**FY 25 Actuals**	**FY 24 Actuals**	**FY 23 Actuals**	**FY 22 Actuals**
Article 39	4,591,000.00	1,735,409.98	5,206,229.94	5,137,378.14	4,675,506.17	4,432,842.71	4,031,817.65
Article 40	3,266,700.00	1,106,526.96	3,319,580.88	3,152,046.59	3,294,018.51	3,263,688.96	3,077,420.23
Article 42	427,500.00	115,213.53	345,640.58	412,634.93	459,675.91	415,736.78	318,651.47
Article 44	-	-	-	(54.54)	19.13	(362.84)	(86.14)
Article 44-524	2,384,400.00	845,575.01	2,536,725.03	2,466,554.86	2,390,829.37	2,205,884.49	1,919,204.61
	10,669,600.00	3,802,725.48	11,408,176.43	11,168,559.98	10,820,049.09	10,317,790.10	9,347,007.82

CASH BALANCES
FY 2026

FIRST BANK	**ACCOUNT NUMBER**	**JULY**	**AUGUST**	**SEPTEMBER**	**OCTOBER**	**NOVEMBER**	**DECEMBER**
CENTRAL DEPOSITORY	1200000907	2,772,998.01	4,611,631.11	1,594,496.46	2,039,699.45	2,799,517.84	3,496,620.18
MONEY MARKET ACCOUNT	641001797	1,028,127.47	1,029,656.68	1,031,039.86	1,032,354.19	1,033,627.71	1,034,945.34
DSS TRUST	641002068	60,320.50	61,615.61	59,922.31	62,993.51	60,596.51	63,731.81
INMATE TRUST	641008589	0.00	0.00	0.00	0.00	0.00	31,237.82
TOTAL CASH		**3,861,445.98**	**5,702,903.40**	**2,685,458.63**	**3,135,047.15**	**3,893,742.06**	**4,626,535.15**
NC CAPITAL MANAGEMENT TRUST							
GENERAL FUND	47000203	62,127,114.40	69,649,670.03	64,499,056.90	61,183,078.85	58,134,915.27	58,124,206.47
AIRPORT	47000245	6,941,827.72	6,966,730.56	9,846,263.01	9,880,172.17	8,236,584.44	8,262,791.10
PROPERTY REVALUATION	47000252	241,488.76	242,355.07	185,159.42	179,382.78	136,237.33	136,670.80
COUNTY BUDGETED TRUST FUND	47011218	332,926.83	334,121.16	335,265.31	336,419.92	337,500.48	338,574.32
SOLID WASTE	47181508	2,494,379.30	2,102,216.75	2,718,853.66	2,728,217.01	2,486,713.08	2,494,625.15
WATER FUND	47004585	12,852,618.99	12,898,725.96	13,875,256.17	13,923,040.62	13,967,760.75	14,012,202.52
COMMUNITY DEVELOPMENT	47215082	2,655,059.38	2,664,584.03	2,673,708.51	2,682,916.39	2,691,533.79	2,700,097.55
INSURANCE FUND	47316575	253,956.16	254,867.19	255,739.95	256,620.68	257,444.93	258,264.05
CAPITAL RESERVE SCHOOLS	47007281	5,184,434.73	5,564,818.56	5,217,474.89	5,601,275.91	5,978,207.07	6,344,136.59
EMERGENCY TELEPHONE	47148291	676,238.18	678,664.09	640,561.30	630,155.42	632,179.45	634,190.88
TRANSPORTATION	47148309	1,690,589.45	1,696,654.20	2,448,519.62	2,456,951.98	2,464,843.59	2,472,686.08
CAPITAL RESERVE	47218813	2,709,341.93	2,719,061.31	2,951,212.52	2,140,172.70	2,147,046.81	2,153,878.15
DUPLIN COMMONS CAPITAL RESERVE	47309281	736,711.03	739,353.88	741,885.69	744,440.64	746,831.75	749,207.97
OPIOID SETTLEMENT	47041769	901,897.99	905,133.42	1,209,040.62	1,199,319.27	1,186,353.49	1,190,128.16
NC CLASS	NC-01-0063-0001	0.00	2,001,424.77	2,008,453.01	2,015,603.74	2,022,264.60	3,030,611.94
BNY MELLON INTEREST	47026489	680.46	682.90	762,099.33	514.87	516.64	518.30
BNY MELLON PRINCIPAL	47026497	4,357.29	4,372.92	4,388.61	4,403.64	4,418.81	4,433.00
TOTAL CASH		**99,803,622.60**	**109,423,436.80**	**110,372,938.52**	**105,962,686.59**	**101,431,352.28**	**102,907,223.03**
TRUIST							
BOND ACCOUNT	7987258	5.00	5.00	5.00	5.00	188,675.00	5.00
TOTAL CASH							
GRAND TOTAL		**103,665,068.58**	**115,126,340.20**	**113,058,397.15**	**109,097,733.74**	**105,325,094.34**	**107,533,758.18**

Office of the
DUPLIN COUNTY REGISTER OF DEEDS
Anita Marie Savage, Register of Deeds
Post Office Box 970; 118 Duplin Street, Kenansville, NC 28349
Telephone: (910) 296-2108 Fax: (910) 296-2344
anita.savage@duplinnc.gov
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MONTHLY REPORT FOR DUPLIN COUNTY REGISTER OF DEEDS DECEMBER 2025

Submitted this 5TH day of January, 2026
Anita Marie Savage
Register of Deeds

Recorder and Custodian of County Records

Ledger Summary Report - Roll-up

Printed 01/02/2026

Anita Marie Savage, REGISTER OF DEEDS
Duplin, NC
12/01/2025-12/31/2025

Category	Receipt Code		Count	Total										
ESCROW CREDIT					**Escrow Credit**									
	ESCROW	ESCROW CREDIT	3	$710.00	$710.00									
	Category Totals		3	$710.00	$710.00									
MAP					**Recording**	**Special**	**Floodplain Mapping**	**Excise Tax**	**Land Transfer**	**Dept Cultural Res**	**Pension Fund**	**Automation Fund**	**State General Fund**	**State Treasurer Amt**	**County Receipts**
	MAP	MAP	33	$693.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.56	$68.31	$0.00	$0.00	$614.13
	Category Totals		33	$693.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10.56	$68.31	$0.00	$0.00	$614.13
MARR					**Fee**	**NCCTF**	**DVCF**	**Pension Fund**	**Automation Fund**	**County Receipts**					
	ML	MARRIAGE LICENSE	21	$1,260.00	$0.00	$105.00	$630.00	$18.90	$50.61	$455.49					
	Category Totals		21	$1,260.00	$0.00	$105.00	$630.00	$18.90	$50.61	$455.49					
NO BOOK					**Fee**	**Special**	**Pension Fund**	**Automation Fund**	**County Receipts**						
	BIRTH	CERTIFIED COPY - BIRTH	114	$1,140.00	$0.00	$0.00	$17.10	$112.86	$1,010.04						
	BIRTHSE	CERTIFIED COPY - SENIOR BIRTI	22	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00						
	CCOPY	CERTIFIED COPY - REAL PROPEI	1	$7.00	$0.00	$0.00	$0.10	$0.69	$6.21						
	COPY	COPIES	20	$40.25	$0.00	$0.00	$0.59	$3.97	$35.69						
	COPYP	COPIES - FULL SIZE PLAT	1	$4.00	$0.00	$0.00	$0.06	$0.39	$3.55						
	COPYV	COPIES - VITAL RECORDS	12	$8.75	$0.00	$0.00	$0.10	$0.82	$7.83						
	DEATH	CERTIFIED COPY - DEATH	223	$2,230.00	$0.00	$0.00	$33.45	$220.77	$1,975.78						
	LAMIN8	LAMINATION - 8 X 11	1	$2.50	$0.00	$0.00	$0.04	$0.25	$2.21						
	MAIL	MAILING FEE - UNCERTIFIED COI	2	$1.00	$0.00	$0.00	$0.02	$0.10	$0.88						
	MARR	CERTIFIED COPY - MARRIAGE	48	$480.00	$0.00	$0.00	$7.20	$47.52	$425.28						
	Category Totals		444	$3,913.50	$0.00	$0.00	$58.66	$387.37	$3,467.47						
PROPERTY					**Recording**	**Special**	**Floodplain Mapping**	**Excise Tax**	**Land Transfer**	**Dept Cultural Res**	**Pension Fund**	**Automation Fund**	**State General Fund**	**State Treasurer Amt**	**County Receipts**
	ABN	ASSUMED BUSINESS NAME	12	$362.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.44	$28.20	$0.00	$74.40	$253.96

Ledger Summary Report - Roll-up

Printed 01/02/2026

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

12/01/2025-12/31/2025

Category	Receipt Code		Count	Total											
	AFDVT	AFFIDAVIT	10	$260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.90	$19.40	$0.00	$62.00	$174.70
	AGMT	AGREEMENT	3	$78.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.17	$5.82	$0.00	$18.60	$52.41
	AMEND	AMENDMENT	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	APPT	APPOINTMENT	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	ASGMT	ASSIGNMENT	34	$884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.26	$65.96	$0.00	$210.80	$593.98
	CERT	CERTIFICATE	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	CERT/TR	CERTIFICATION OF TRUST	3	$78.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.17	$5.85	$0.00	$18.60	$52.38
	CM/D	COMMISSIONER DEED	2	$408.00	$0.00	$0.00	$0.00	$356.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	D/EASE	DEED OF EASEMENT	4	$108.00	$0.00	$0.00	$0.00	$4.00	$0.00	$0.00	$1.56	$7.76	$0.00	$24.80	$69.88
	D/REL	DEED OF RELEASE	3	$78.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.17	$5.82	$0.00	$18.60	$52.41
	D/T	DEED OF TRUST	91	$5,824.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$87.36	$564.20	$0.00	$564.20	$4,608.24
	DECL	DECLARATION	8	$208.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3.12	$15.52	$0.00	$49.60	$139.76
	DEED	DEED	153	$40,405.00	$0.00	$0.00	$0.00	$36,427.00	$0.00	$0.00	$59.67	$296.82	$0.00	$948.60	$2,672.91
	EASE	EASEMENT	13	$338.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5.07	$25.22	$0.00	$80.60	$227.11
	FORECL	FORECLOSURE	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	L/AGMT	LEASE AGREEMENT	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	LEASE	LEASE	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	M/A	MODIFICATION AGREEMENT	12	$312.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.68	$23.28	$0.00	$74.40	$209.64
	MEMO	MEMORANDUM	5	$130.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.95	$9.70	$0.00	$31.00	$87.35
	MISC	MISCELLANEOUS	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	NOTARY	NOTARY	18	$180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.70	$17.82	$0.00	$0.00	$159.48
	NOTICE	NOTICE	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	P/A	POWER OF ATTORNEY	24	$632.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9.48	$47.35	$0.00	$148.80	$426.37
	P/R	PARTIAL RELEASE	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	QCD	QUITCLAIM DEED	5	$140.00	$0.00	$0.00	$0.00	$10.00	$0.00	$0.00	$1.95	$9.70	$0.00	$31.00	$87.35
	R/W	RIGHT OF WAY	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	REL	RELEASE	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	REQ	REQUEST FOR NOTICE	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	SAT	SATISFACTION	105	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	SUB/TR	SUBSTITUTION OF TRUSTEE	6	$156.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.34	$11.64	$0.00	$37.20	$104.82
	TERM	TERMINATION OF FUTURE ADV	1	$26.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.39	$1.94	$0.00	$6.20	$17.47
	TR/D	TRUSTEES DEED	3	$612.00	$0.00	$0.00	$0.00	$534.00	$0.00	$0.00	$1.17	$5.82	$0.00	$18.60	$52.41

Ledger Summary Report - Roll-up

Printed 01/02/2026

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

12/01/2025-12/31/2025

Category	Receipt Code		Count	Total											
	TRANSF	TRANSFER	2	$52.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.78	$3.88	$0.00	$12.40	$34.94
	UCC/T	UCC TERMINATION - 3 OR MORE	4	$180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2.68	$17.72	$0.00	$0.00	$159.60
	UCC1	UCC1	8	$332.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4.96	$36.04	$0.00	$0.00	$291.00
	UCC3	UCC3 - 3 OR MORE PAGES	1	$45.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.67	$4.83	$0.00	$0.00	$39.50
	Category Totals		547	$52,270.00	$0.00	$0.00	$0.00	$37,331.00	$0.00	$0.00	$224.05	$1,267.15	$0.00	$2,548.20	$10,899.60

VITAL RECORDING			Fee	Special	Pension Fund	Automation Fund	Vital Records Receipts	County Receipts
BAVAS	NCDAVE - BIRTH ABSTRACT SEA	25	$600.00	$0.00	$0.00	$3.75	$24.75	$350.00	$221.50
DAVAS	NCDAVE - DEATH ABSTRACT SE/	1	$24.00	$0.00	$0.00	$0.15	$0.99	$14.00	$8.86
DAVBADD	NCDAVE - BIRTH ABSTRACT ADD	1	$15.00	$0.00	$0.00	$0.15	$9.85	$5.00	$0.00
DAVDADD	NCDAVE - DEATH ABSTRACT ADI	3	$45.00	$0.00	$0.00	$0.45	$29.55	$15.00	$0.00
DAVEBSEA	NCDAVE - BIRTH SEARCH NO CC	1	$14.00	$0.00	$0.00	$0.00	$0.00	$14.00	$0.00
Category Totals		31	$698.00	$0.00	$0.00	$4.50	$65.14	$398.00	$230.36

Report Totals		1079	$59,544.50

Automation Fund Total:	$1,838.58
County Receipts Total:	$15,667.05
DVCF Total:	$630.00
Escrow Credit Total:	$710.00
Excise Tax Total:	$37,331.00
NCCTF Total:	$105.00
Pension Fund Total:	$316.67
State Treasurer Amount Total:	$2,548.20
Vital Records Receipts Total:	$398.00

Cash Total:	$5,433.50
Check Total:	$21,692.50

Ledger Summary Report - Roll-up

Printed 01/02/2026

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

12/01/2025-12/31/2025

Category	Receipt Code	Count	Total
	ACH Total:	$29,950.25	
	Card Total:	$1,490.25	
	Escrow Account Total:	$1,004.00	
	Overpayment Total:	($26.00)	

DUPLIN COUNTY

Senior Services
Dec-25

1. NUTRITION CONGREGATE	
Units of Service	825
Persons served	133
Wellness Checks/Outreach	0
# of volunteers	6
# of volunteers hrs	33

2. HOMEBOUND MEALS	
Units of Service	1285
Persons served	56
Waiting List	0
# of volunteers	32
# of volunteers hrs	33

3. GENERAL TRANSPORTATION	
Units of Service	603
Persons served	25

4. ARPA TRANSPORTATION	
Units of Service	0
Persons served	0

5. IN HOME AIDE SERVICE	
Units of Service	414
Persons served	73
Waiting List	24

6. ENSURE	
# of cases	95

7. FAMILY CAREGIVER -	
Persons served w/ vouchers	1

8. INCONTINENCE SUPPLIES	
Units served (packs)	5
Persons served	1

9. FAN PROGRAM	
Fans issued	0

10. SENIOR CENTER PROGRAM	
Units of Service	1947
Persons served	147
# of volunteers	11
# of volunteer hours	170

11. TELEPHONE REASSURANCE	
Units of Service	176
Persons served	12

12. INFORMATION & REFERRAL	
Units of Service	17
Persons served	16

13. TRAINING - EMPLOYEE-QUARTERLY	
Number of hours	127.25
Number of staff	13

14. INCOME TAX VOLUNTEER PROGRAM	
Number of hours	51
Number of volunteers	11

15. MEAL COST	
Meals Prepared	1900
Total Expenditures	(per meal)
$ 22,112.06	$11.64

16. FAMILY CAREGIVER - SUPPORT GROUP	
Persons Served	0

17. SENIOR TAR HEEL ATHLETIC CARDS	
Seniors Served - YTD	227

18. BREAKFAST BUNDLES	
Bags given away	0

19. BREAKFAST SERVED *(Continental Style)*	
Seniors Served (unduplicated)	79
Units Served	484

DUPLIN COUNTY SOLID WASTE
YEAR END CATEGORY TOTALS
2025-2026

CATEGORY	DESCRIPTION	JULY '25	AUG '25	SEPT '25	OCT '25	NOV '25	DEC '25	JAN '26	FEB '26	MAR '26	APR '26	MAY '26	JUN '26	TOTALS
**	GARBAGE	4299.30	3833.90	3924.84	4135.65	3267.72	3856.73	0.00	0.00	0.00	0.00	0.00	0.00	23318.14
6	SCRAP METAL	60.48	50.46	49.51	41.96	30.62	37.76	0.00	0.00	0.00	0.00	0.00	0.00	270.79
19	YARD WASTE	150.17	413.21	162.10	266.88	257.96	258.06	0.00	0.00	0.00	0.00	0.00	0.00	1508.38
20	BRICKS, ETC.	120.40	147.02	78.01	150.59	24.44	47.54	0.00	0.00	0.00	0.00	0.00	0.00	568.00
34	MIXED RECYCLABLES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	TIRES	81.99	87.13	94.34	81.50	67.38	67.98	0.00	0.00	0.00	0.00	0.00	0.00	480.32
40	MIXED PAPER	11.66	10.10	12.44	8.79	9.24	13.81	0.00	0.00	0.00	0.00	0.00	0.00	66.04
42	GLASS	15.12	20.07	6.40	23.40	5.20	12.75	0.00	0.00	0.00	0.00	0.00	0.00	82.94
44	CARDBOARD	18.56	11.41	15.11	12.60	10.70	17.38	0.00	0.00	0.00	0.00	0.00	0.00	85.76
47	PLASTIC	4.62	3.70	4.78	2.82	3.46	3.56	0.00	0.00	0.00	0.00	0.00	0.00	22.94
48	CANS	1.42	2.56	1.35	1.67	1.73	1.58	0.00	0.00	0.00	0.00	0.00	0.00	10.31
109	ELECTRONICS	0.50	0.78	2.90	0.00	0.79	1.31	0.00	0.00	0.00	0.00	0.00	0.00	6.28
***	STORM GARBAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120	BLOCKS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
119/124	YARD WASTE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS		4764.22	4580.34	4351.78	4725.86	3679.24	4318.46	0.00	0.00	0.00	0.00	0.00	0.00	26419.90
	TOTAL MSW	4299.30	3833.90	3924.84	4135.65	3267.72	3856.73	0.00	0.00	0.00	0.00	0.00	0.00	23318.14

** GARBAGE Includes - Garbage, Site Garbage, Site Bulky, C&D, Roadside, No Chg MSW, Shingles, Banned Materials

*** STORM GARGAGE Includes - Garbage, C&D, Shingles, Materials From

DUPLIN COUNTY SOLID WASTE
MONTHLY CATEGORY TOTALS

DEC '25	Site 1	Site 2	Site 3	Site 4	Site 5	Site 6	Site 7	Site 8	Site 9	Site 10	Site 11	Site 12	Site 13	Site 14	Site 15	Totals
Electronics						1.31										**1.31**
Site Garbage	40.33	21.23	52.30	78.12	53.58	50.07	46.69	45.93	32.33	41.79	40.81	54.42	92.44	21.25	47.23	**718.52**
Site Bulky	9.02	4.63	18.00	15.05	11.93	29.61	11.54	22.40	5.26	20.61	6.59	24.13	24.97	4.06	36.63	**244.43**
Mixed Paper	1.09	0.69	1.75	1.18	1.03	0.84	0.52	1.10	0.46	0.50	0.95	0.79	1.96	0.35	0.60	**13.81**
Glass		2.11	2.54	3.26								2.38			2.03	**12.32**
Cardboard	1.51	0.85	1.62	0.77	1.32	1.49	0.77	1.84	0.55	0.48	0.85	0.43	2.14	0.37	0.82	**15.81**
Plastics	0.21		0.54	0.47	0.39	0.30	0.29	0.22			0.22		0.56		0.36	**3.56**
Cans			0.21	0.49		0.32	0.43				0.13					**1.58**
Metal	1.53	1.04	2.05	5.41	1.44	4.72	3.63	2.03	1.25	3.72	1.23	2.86	0.77	1.38	1.97	**35.03**
Totals	**53.69**	**30.55**	**79.01**	**104.75**	**69.69**	**88.66**	**63.87**	**73.52**	**39.85**	**67.10**	**50.78**	**85.01**	**122.84**	**27.41**	**89.64**	**1046.37**
Private Sector																
Electronics							**Citations:**		**750.00**							
Yard Waste	258.06															
Concrete	47.54						**Duplin Commons**									
Construction	744.66						Paper									
Roadside	1.60						Cardboard									
Tires	67.98						Plastics									
Garbage	1962.27						No Chge MSW		9.96							
ed Paper							**TOTAL**		**9.96**							
ss	0.43															
Cardboard	1.57															
Plastic																
Cans																
Metal	2.73															
No Chg MSW	20.71															
Mixed Loads	154.58															
TOTAL	**3262.13**															