



ADDENDUM NO.: ONE

DATE: September 06, 2017

PROJECT TITLE: **ADMISSIONS & VISITORS CENTER**
UNC CHARLOTTE
SCO ID# 15-12632-02A
WTS Project No. 1604

WRITTEN BY: Jana Hartenstine, AIA, LEED AP BD+C, CDT

TO: Prospective Bidders / Plan Holders

This addendum is issued pursuant to the University of North Carolina General Administration Instructions to Bidders and General Conditions of the Contract in connection with the revision of Bidding Documents which have been previously issued.

Addenda are issued prior to execution of Contract. All instructions contained herein shall be reflected in the Contract Sum and this Addendum will be made a part of the Contract Documents, if, as, and when a Construction Contract is awarded.

This Addendum forms a part of the Contract Documents and modifies the original documents dated August 24, 2017, as noted below. Acknowledge receipt of this Addendum in this space provided on the Form of Proposal. Failure to do so will subject the Bidder to disqualification.

This Addendum consists of **72** pages and the **2** 30X42 SHEET attachments.

A. REVISIONS TO THE PROJECT MANUAL:

1. Revise the project manual by replacing spec sheets/sections/individual pages with the following project manual sheets as follows:
 1. TABLE OF CONTENTS (7 PAGES)
 2. CAPITAL PROJECTS SUPPLEMENTARY GENERAL CONDITIONS (15 PAGES)
 3. UNC CHARLOTTE "Good Faith Effort" Requirements (Admissions & Visitors Center) (3 PAGES)
 4. FORM OF CONSTRUCTION CONTRACT (12 PAGES)
 5. SECTION 12 2113 "HORIZONTAL LOUVER BLINDS" – Replace page 12 2113-6 and add 12 2113-7 with the attached pages, which add 3.6 Horizontal Blinds Schedule. (2 PAGES)
2. Revise the project manual by adding spec sheets/sections with the following project manual sheets as follows:

WATSON TATE SAVORY, INC.

1316 Washington Street Suite 100 Columbia SC 29201 | 803.799.5181

1307 W. Morehead Street Suite 101 Charlotte NC 28208 | 704.749.5181

1. ELECTRONIC TRANSFER AGREEMENT (1 PAGE)
2. SECTION 09 9600 "HIGH PERFORMANCE COATINGS" (8 PAGES)
3. SECTION 31 3116 "TERMITE CONTROL" (5 PAGES)

B. REVISIONS TO DRAWINGS:

1. THE FOLLOWING FULL SIZE SHEETS ARE RE-ISSUED:
 1. SHEET C7.0 "SITE DETAILS" REV. DATED 09.06.2017 ADDENDUM 01 (1 - 30X42 PAGE)
 2. SHEET A5.1 "STOREFRONT & LOUVER ELEVATIONS" REV. DATED 09.06.2017 ADDENDUM 01 (1 - 30 X 42 PAGE)

C. BIDDER CLARIFICATION REQUESTS

1. PREBID MEETING MINUTES ARE ISSUED AS PART OF THIS ADDENDUM. (MINUTES ARE 8 PAGES IN LENGTH.)

RFI #	RFI / Substitution Request	Response
01-04	See pre-bid meeting minutes	See pre-bid meeting minutes for answers to the RFI 1,2,3 & 4.
05	Please provide the CAD file for the site. This will assist in estimating efforts.	A CAD drawing of the site plan shall be provided to all bidders upon request with the attached sign Electronic Transfer Agreement signed and dated. Please send to Jhartenstine@watsontatesavory.com and title your email "Admissions & Visitors"; Request for Site CAD; ETA attached.
06	Is the plan holder list going to be issued?	Yes. The plan holder list will be issued with Addendum One.
07	Where is contractor parking to be located during the final 4 months of the project once the staging area is no longer available?	During the Summer month, when student population on campus is lower, the University allocates space in Lot 6 for construction staging. During the Fall, Winter and Spring months, space within the parking lot at Starlight Cinema on Highway 29 is allocated for construction staging.

08	Is there a logistics plan (in addition to drawing A1.0) that the university will issue or is it the responsibility of each contractor to plan for laydown, fencing limits, etc.?	It is the responsibility of each contractor to plan for laydown, fencing and required access to the project site and to remain within the parameters shown in A1.0 and the project documents. Fencing shall be provided around the entire project site. The GC's plan shall be submitted for approval per 01 5000 "Temporary Facilities and Controls" Section 1.4 Informational Submittals prior to construction.
09	What is the contract completion date? Article 23 of supplemental conditions is missing a date.	The University anticipates being under contract with the selected GC by mid November 2017. The GC is to mobilize immediately after this date. The project duration is scheduled for 365 days. The completion date is November 13, 2018. Article 23 and Bid form have been reissued with Addendum 01 to reflect this information.
10	Is soil treatment required? There is no specification provided.	Soil treatment specification has been added for soil treatment. See 31 3116 Termite Control.
11	Please clarify which windows are to receive window shades and which type of window shade each receives. None are shown outside of Alternate 5a drawing AA5.01. Should we assume all exterior windows? Storefront doors? Store front side lites?	<p>Aluminum Window Blinds Schedule has been added to Section 12 2113 HORIZONTAL LOUVER BLINDS in the project manual. The revised page 6 & 7 are attached to this addendum.</p> <p>Motorized Roller Shades in Room 116 Meeting Room are part of Add Alternate 5a. Manual Roller Shades are to be provided on the doors as part of this alternate.</p> <p>Motorized Roller Shades in Room 105 Auditorium are part of Add Alternate 5b. Manual Roller Shades are to be provided on the doors as part of this alternate.</p>
12	Please clarify what window shades are required for alternate 5a and 5b. Drawings AA5.01 and AA5.02 do not reference any window shades that are specified on the finish plan A8.00.	<p>Motorized Roller Shades in Room 116 Meeting Room are part of Add Alternate 5a. Manual Roller Shades are to be provided on the doors as part of this alternate.</p> <p>Motorized Roller Shades in Room 105 Auditorium are part of Add Alternate 5b. Manual Roller Shades are to be provided on the doors as part of this alternate.</p>

13	Section 12 2413 Part 2.1 B 2 Lists Hunter Douglas, but Part 2.2 A 4 requires Crank-Operator Override which is not available from Hunter Douglas.	<p><u>Remove the following requirements from Roller Window Shades 12 2413:</u></p> <p>1.8 B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.</p> <p>1. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.</p> <p>2.2 A 4. Crank-Operator Override: Crank and gearbox operate shades in event of power outage or motor failure.</p>
14	Please clarify if glass rails are included in this project	There are no glass rails included in the project.
15	Please confirm if the owner will be paying for temporary utility usage during construction.	<p>Capital Project Guidelines 1.1 Item 15 outlines University provided Utilities. It is the responsibility of the General Contractor to provide and install any infrastructure and materials required for a turnkey access the University's utilities. Telephone will be available at cost. Hot and cold water for HVAC equipment, if available, is required to be metered by GC and GC will be invoiced by UNCC at the current rate.</p> <p>Please note that this project requires a new switch. Power is not readily available on site. Possible options available include the following: 1. The GC has the option to tap into Electrical Manhole #34 after ductbank is installed (under contract) and GC may choose to set a temporary transformer. 2. GC has the option to provide their own generator until new switch or the temporary transformer is set. 3. GC has the option to tap into the RUP 4, which is a substantial distance away from the site.</p>
16	Do you have an estimated value/budget for this project?	The estimated project value is within the \$5.5M to \$6.2M range.

17	We are looking in to Audio Video bid portion of the Admissions & Visitors Center. I was looking through the bid info and could not find the AV section.	The scope of work within the project includes providing pathways for new AV equipment, motorized projection screens, and installation of the speakers in the high ceilings of Auditorium 105. (Speakers will be provided by owner). There is a Crestron System (or eq with base bid) for controls in the Auditorium and Multipurpose Rooms in the Electrical Drawings which will interface with AV system.
18	What is the start date of the project and the total duration? What is the substantial completion date?	The University anticipates being under contract with the selected GC by mid November 2017. The GC is to mobilize immediately after this date, if possible. The project duration is scheduled for 365 days. The owner's goal is to have final completion on November 13, 2018. Article 23 and Bid form have been reissued and updated accordingly.
19	Dorothy mentioned in the meeting that the HUB goal is 15%, however the affidavit in the spec says 10%. Please advise.	The 15% Goal is the UNC Charlotte goal for HUB participation. The Affidavit is 10% and is a state form, which will not be modified.
20	Project Manual Section 10 5113 "Metal Lockers": This para list lock manufacturer's but does not mention the type of lock required. Please clarify what type of locks are required for the lockers. (combination padlocks, built in combination locks, built in key locks)	Per paragraph G, lockers are to have hasp locks. These are to allow individuals to user their own padlock.
21	Can the requirement that the structural steel fabricator and installer be AISC-Certified per 05 1200 be waived on this project?	No, the requirements will not be waived.
22	Clarify the transition of road surface High Rise Raod into site - C3.0 appears to show a concrete apron separating the asphalt road from the asphalt drive to the building.	The road transitions with a 4' wide valley curb that maintains the flow line of the existing curb and gutter. Detail for valley gutter at the driveways has been added to curb and gutter details for clarification on C7.0, reissued in this Addendum.
23	Detail D1/D7.0 makes reference to detail D2/C7.01 for reinforced concrete slab information - this sheet is not part of the drawings. Please clarify.	Detail D2 has been added showing 8" th. reinforced concrete referenced in detail D1 on Sheet C7.0, reissued in this Addendum.

D. SUBSTITUTION REQUESTS

Signed substitution forms have been attached to this addendum. All substitution requests are to be submitted by General Contractors for consideration.

1	089000 Louvers & Vents	Substitution has been partially approved. Louver meets specification; however, the grille is not accepted due to width of blade. This does not meet the aesthetic intent of the grilles design.
2	066200 FRP	Substitution request has been approved as noted.

END OF ADDENDUM 01

TABLE OF CONTENTS

SEALS PAGE

VOLUME II

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

NOTICE TO BIDDERS

MAP OF CHHS FOR PREBID MEETING

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF THE CONTRACT -
STANDARD FORM FOR CONSTRUCTION PROJECTS; STATE CONSTRUCTION OFFICE;
NORTH CAROLINA DEPARTMENT OF ADMINISTRATION; FORM OC-15

CAPITAL PROJECTS SUPPLEMENTARY GENERAL CONDITIONS

GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR
PARTICIPATION IN STATE CONSTRUCTION CONTRACTS

UNC CHARLOTTE GOOD FAITH EFFORT REQUIREMENTS SINGLE PRIME PROJECTS
(AUGUST 2014)

(SEE END OF T.O.C. FOR LOCATION OF REPORTS & BID FORMS)

DIVISION 01 - GENERAL REQUIREMENTS

OWNER REQUIREMENTS FOR UNC CHARLOTTE CONSTRUCTION PROJECTS.

SECTION 01 1000 – SUMMARY

SECTION 01 2100 - ALLOWANCES

SECTION 01 2200 - UNIT PRICES

SECTION 01 2300 - ALTERNATES

SECTION 01 2500 - SUBSTITUTION PROCEDURES

-SUBSTITUTION REQUEST FORM TEMPLATE

SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES

-QUOTATION FORMAT FOR CHANGES IN WORK

-FIELD ORDER TEMPLATE

-CHANGE ORDER TEMPLATE

SECTION 01 2900 - PAYMENT PROCEDURES

-STATE OF NORTH CAROLINA COUNTY SALES AND USE TAX

REPORT SUMMARY TOTALS AND CERTIFICATION FORM

SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

-RFI WORKSHEET

-MONTHLY CONSTRUCTION CONFERENCE AGENDA

-ELECTRONIC TRANSFER AGREEMENT

SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION

SECTION 01 3233 - PHOTOGRAPHIC DOCUMENTATION

SECTION 01 3300 - SUBMITTAL PROCEDURES

-SUBMITTAL TRANSMITTAL TEMPLATE

SECTION 01 4000 - QUALITY REQUIREMENTS

SECTION 01 4200 - REFERENCES

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

SECTION 01 6000 - PRODUCT REQUIREMENTS

SECTION 07 4213 - ALUMINUM METAL PLATE WALL PANELS
SECTION 07 5419 - POLYVINYL-CHLORIDE (PVC) ROOFING
SECTION 07 6200 - SHEET METAL FLASHING AND TRIM
SECTION 07 7129 - MANUFACTURED ROOF EXPANSION JOINTS
SECTION 07 8100 - APPLIED FIREPROOFING
SECTION 07 8413 - PENETRATION FIRESTOPPING
SECTION 07 8446 - FIRE RESISTIVE JOINT SYSTEMS
SECTION 07 9200 - JOINT SEALANTS

DIVISION 08 - OPENINGS

SECTION 08 1113 - HOLLOW METAL DOORS AND FRAMES
SECTION 08 1416 - FLUSH WOOD DOORS
SECTION 08 3113 - ACCESS DOORS AND FRAMES
SECTION 08 4113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
SECTION 08 7100 - DOOR HARDWARE
SECTION 08 8000 - GLAZING
SECTION 08 8300 - MIRRORS
SECTION 08 9000 - LOUVERS AND VENTS

DIVISION 09 - FINISHES

SECTION 09 2116.23 - GYPSUM BOARD SHAFT WALL ASSEMBLIES
SECTION 09 2216 - NON-STRUCTURAL METAL FRAMING
SECTION 09 2900 - GYPSUM BOARD
SECTION 09 3000 - TILING
SECTION 09 5113 - ACOUSTICAL PANEL CEILINGS
SECTION 09 5123 - ACOUSTICAL TILE CEILINGS
SECTION 09 6513 - RESILIENT BASE AND ACCESSORIES
SECTION 09 6519 - RESILIENT TILE FLOORING
SECTION 09 6813 - TILE CARPETING
SECTION 09 6816 - SHEET CARPETING
SECTION 09 7713 - SITE-FABRICATED STRETCHED FABRIC WALL SYSTEMS
SECTION 09 9123 - INTERIOR PAINTING
SECTION 09 9600 - HIGH PERFORMANCE COATINGS

DIVISION 10 - SPECIALTIES

SECTION 10 1419 - DIMENSIONAL LETTER SIGNAGE
SECTION 10 1423 - PANEL SIGNAGE
SECTION 10 1426 - POST AND PANEL/PYLON SIGNAGE
SECTION 10 2800 - TOILET, BATH AND LAUNDRY ACCESSORIES
SECTION 10 2113 - TOILET COMPARTMENTS
SECTION 10 4412 - FIRE EXTINGUISHER CABINETS
SECTION 10 4415 - FIRE EXTINGUISHERS
SECTION 10 5113 - METAL LOCKERS

DIVISION 11 - EQUIPMENT

SECTION 11 3100 - RESIDENTIAL APPLIANCES
SECTION 11 5213 - PROJECTION SCREENS

DIVISION 12 - FURNISHINGS

SECTION 12 2413 - ROLLER WINDOW SHADES
SECTION 12 3661 - SIMULATED STONE COUNTERTOPS AND WINDOW STOOLS
SECTION 12 6100 - FIXED AUDIENCE SEATING
SECTION 12 2113 - HORIZONTAL LOUVER BLINDS

DIVISION 13 - SPECIAL CONSTRUCTION

NOT APPLICABLE

DIVISION 14 - CONVEYING EQUIPMENT

SECTION 14 2400 - HYDRAULIC ELEVATORS

VOLUME II

DIVISION 21 - FIRE SUPPRESSION

SECTION 21 0500 - FIRE PROTECTION GENERAL
SECTION 21 1313 - WET PIPE SPRINKLER SYSTEM
SECTION 21 3000 - FIRE PUMP

DIVISION 22 - PLUMBING

SECTION 22 0500 - PLUMBING GENERAL
SECTION 22 0503 - PLUMBING PIPE, TUBE AND FITTINGS
SECTION 22 0523 - GENERAL DUTY VALVES FOR PLUMBING PIPING
SECTION 22 0529 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
SECTION 22 0553 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
SECTION 22 0700 - PLUMBING INSULATION
SECTION 22 1113 - FACILITY WATER DISTRIBUTION PIPING
SECTION 22 1119 - DOMESTIC WATER PIPING SPECIALTIES
SECTION 22 1123 - BOOSTER PUMPS
SECTION 22 1313 - FACILITY SANITARY SEWERS
SECTION 22 1429 - SUMP PUMPS
SECTION 22 3300 - ELECTRIC WATER HEATERS
SECTION 22 4000 - PLUMBING FIXTURES

DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

SECTION 23 0500 - COMMON WORK RESULTS FOR HVAC
SECTION 23 0513 - COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
SECTION 23 0516 - EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING
SECTION 23 0519 - METERS AND GAGES FOR HVAC EQUIPMENT
SECTION 23 0523 - GENERAL DUTY VALVES FOR HVAC PIPING
SECTION 23 0529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
SECTION 23 0548 - VIBRATION CONTROLS FOR HVAC PIPING AND EQUIPMENT
SECTION 23 0553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

SECTION 23 0593 - TESTING, ADJUSTING AND BALANCING FOR HVAC
SECTION 23 0700 - HVAC INSULATION
SECTION 23 0900 - INSTRUMENTATION AND CONTROLS
SECTION 23 2114 - HYDRONIC PIPING
SECTION 23 2114 - UNDERGROUND PREINSULATED HYDRONIC PIPING
SECTION 23 2123 - HYDRONIC PUMPS
SECTION 23 2300 - REFRIGERANT PIPING
SECTION 23 2500 - WATER TREATMENT
SECTION 23 3113 - METAL DUCTS
SECTION 23 3300 - AIR DUCT ACCESSORIES
SECTION 23 3423 - HVAC POWER VENTILATORS
SECTION 23 3600 - AIR TERMINAL UNITS
SECTION 23 3713 - DIFFUSERS, REGISTERS AND GRILLES
SECTION 23 7323 - INDOOR AIR HANDLING UNITS
SECTION 23 8219 - SPLIT SYSTEM AIR-CONDITIONERS
SECTION 23 8219 - FAN COIL UNITS

DIVISION 25 - INTEGRATED AUTOMATION

NOT APPLICABLE

DIVISION 26 - ELECTRICAL

SECTION 26 0500 – COMMON WORK RESULTS FOR ELECTRICAL
SECTION 26 0513 – MEDIUM VOLTAGE CABLES
SECTION 26 0519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
SECTION 26 0526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
SECTION 26 0529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
SECTION 26 0533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
SECTION 26 0543 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS
SECTION 26 0548 - VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS
SECTION 26 0553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS
SECTION 26 0923 - LIGHTING CONTROL DEVICES
SECTION 26 0936 – MODULAR DIMMING CONTROLS
SECTION 26 1200 - MEDIUM VOLTAGE TRANSFORMERS
SECTION 26 1300 - MEDIUM VOLTAGE SWITCHGEAR
SECTION 26 2200 - LOW-VOLTAGE TRANSFORMERS
SECTION 26 2416 - PANELBOARDS
SECTION 26 2726 - WIRING DEVICES
SECTION 26 2813 - FUSES
SECTION 26 2816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS
SECTION 26 3213 - ENGINE GENERATORS - DIESEL
SECTION 26 3600 - TRANSFER SWITCHES
SECTION 26 4113 - LIGHTNING PROTECTION FOR STRUCTURES
SECTION 26 4313 - TRANSIENT – VOLTAGE SUPPRESSION FOR LOW-VOLTAGE ELECTRICAL POWER
SECTION 26 5100 - INTERIOR LIGHTING
SECTION 26 5119 - LED INTERIOR LIGHTING

DIVISION 27 - COMMUNICATIONS

SECTION 27 0526 – GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS

SECTION 27 0536 – CABLE TRAYS FOR COMMUNICATIONS SYSTEMS
SECTION 27 0544 – SLEEVES AND SLEEVE SEALS FOR COMMUNICATIONS
PATHWAYS AND CABLING
SECTION 27 0553 - IDENTIFICATION FOR COMMUNICATIONS SYSTEMS
SECTION 27 1100 - IDENTIFICATION FOR COMMUNICATIONS SYSTEMS
COMMUNICATIONS EQUIPMENT ROOM FITTINGS

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

SECTION 28 0528 - PATHWAYS FOR ELECTRONIC SAFETY AND SECURITY
SECTION 28 1300 – ACCESS CONTROLS
SECTION 28 3111 - ADDRESSABLE FIRE ALARM SYSTEM

DIVISION 31 - EARTHWORK

SECTION 31 1000 - SITE CLEARING
SECTION 31 2000 - EARTH MOVING
SECTION 31 2513 - EROSION CONTROL
SECTION 31 3116 – TERMITE CONTROL

DIVISION 32 - EXTERIOR IMPROVEMENTS

SECTION 32 1216 - ASPHALT PAVING
SECTION 32 1313 - CONCRETE PAVING
SECTION 32 1373 - CONCRETE PAVING JOINT SEALANTS
SECTION 32 1400 – UNIT PAVING
SECTION 32 8410 – LANDSCAPE IRRIGATION SYSTEM
SECTION 32 9210 – LAWNS AND GRASSES
SECTION 32 9220 – SEEDING SODDING AND SPRIGGING
SECTION 32 9310 – EXTERIOR PLANTS SHRUBS AND GROUNDCOVER PLANTING
SECTION 32 9320 – EXTERIOR PLANTS: TREE PLANTING

DIVISION 33 - UTILITIES

SECTION 33 4100 - STORM UTILITY DRAINAGE PIPING
SECTION 33 4600 - SUBDRAINAGE

REPORTS

GEOTECHNICAL ENGINEERING REPORT - UNC-CHARLOTTE ADMISSIONS CENTER;
CHARLOTTE, NORTH CAROLINA AUGUST 11, 2016 TERRACON CONSULTANTS, INC.

REPORT OF PRELIMINARY SUBSURFACE EXPLORATION; UNIVERSITY OF NORTH
CAROLINA AT CHARLOTTE PARKING LOTS 8 AND 31.ECS CAROLINAS, LLP FEBRUARY
26, 2016 (INCLUDED FOR SITE AT UTILITIES)

BID FORMS

FORM OF PROPOSAL

FORM OF CONSTRUCTION CONTRACT

FORM OF PERFORMANCE BOND

FORM OF PAYMENT BOND

BID BOND FORM

END OF TABLE OF CONTENTS

**SECTION 2, DIVISION 1B
CAPITAL PROJECTS SUPPLEMENTAL GENERAL CONDITIONS**

SUPPLEMENTAL GENERAL CONDITIONS

The following modify the January 2013, 24th Edition of the GENERAL CONDITIONS OF THE CONTRACT, STATE OF NORTH CAROLINA FORM OC-15 and supersedes them only whenever they are in conflict. Unaltered provisions of the General Conditions shall remain in effect. These modifications shall be incorporated into all Contract Forms.

1.1 ARTICLE 1 - DEFINITIONS

- A. Add to the end of the paragraph "The Geotechnical Technical Report does not constitute a part of the Contract Documents, but is included for reference."
- B. The "Owner" is the State of North Carolina through the University of North Carolina at Charlotte.
- C. The "Designer" referred to herein, shall mean (designer to insert design firm name and address).
- D. "Equal To" or "Approved Equal" Add: "substitute products by manufacturers other than those specified in the Project Manual, Addenda, and on the drawings and which may be incorporated in the Work after review and concurrence by the Architect and acceptance by the Owner. This review shall be in accordance with the General Requirements".
- E. "Provide." Shall mean furnish and install complete in place, and ready for use.
- F. "Indicated" and "Shown." Shall mean as detailed, scheduled, or called for in the Contract Documents.
- G. "Latest Edition." Shall mean the current printed document issued up to 30 calendar days prior to date of receipt of bids, unless specified otherwise.
- H. "Quality." Shall mean the meticulous attention to the detail of installation and workmanship necessary to the assemblage of products in the highest grade of excellence by skilled craftsmen of the trade.
- I. "Drawings" or "Plans" mean the drawings enumerated in the Contract (including all information in the Detail Manual).
- J. "Specifications" mean this Project Manual and Addenda thereto, and this term shall include such pages as are enumerated in the Contract as applicable to the work involved.
- K. "Supplementary Conditions", as referred to in other parts of the Project Manual, shall be the same as "Supplementary General Conditions."
- L. Project Identification: All correspondence, reports, schedules, applications for payment, fax items, etc., shall contain formal title of project, code and item numbers, and SCO ID numbers.

1.2 ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

- A. ADD to paragraph a:
- B. All work shall be in accordance with the Contract Documents. No change therefrom shall be made without a review by the Designer. Where more detailed information is needed, or when an interpretation of the Contract Documents is needed, the Contractor, before proceeding with the work, shall refer the matter to the Designer who will furnish information or interpretation in the form of a Field Order or other written forms or drawings. If any errors, inconsistencies, or omissions in the Contract Documents are recognized by the Contractor or any member of his organization, the Contractor shall notify the Designer in writing of such error, inconsistency, or omission before proceeding with the work.
- C. Where compliance with two or more requirements, material or equipment, are specified and the requirements, materials or equipment, establish conflicting specifications or quality levels, the contractor is to comply with the most stringent or higher quality specification. The Designer shall be the authority for determining the highest quality specification.
- D. Should the specifications and drawings fail to particularly describe the material or kind of goods to be used in any place, then it shall be the duty of the Contractor to make inquiry of the Designer for what is best suited. The material that would normally be used in this place to produce first quality finished work shall be considered a part of the Contract.
- E. Shop drawings shall be legible and suitable for producing legible reproductions.

1.3 ARTICLE 3 - CLARIFICATION AND DETAIL DRAWINGS

- A. ADD to paragraph a:
- B. If, in the opinion of the Contractor work is indicated or is specified in such manner as will make it impossible to produce a first-class piece of work, or should discrepancies appear within the Contract Documents, he shall refer same to the Designer for interpretation before proceeding with work. If the Contractor fails to make such reference, no excuse will thereafter be entertained for failure to carry out work in satisfactory manner. Where only part of the work is indicated, similar parts shall be considered repetition. Where any detail is shown and the components therefore are fully described, similar details shall be construed to require equal materials and construction.

1.4 ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS

- A. ADD to paragraph:
- B. Cost of additional drawings and specification shall be as follows:
- C. Drawings: The Designer shall offer printing of additional copies of documents at direct material cost plus 10% for handling.

1.5 ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

- A. ADD to paragraph a:
- B. his schedule shall be an excerpt from the CPM schedule described by the Supplementary General Conditions. This Schedule shall indicate the items, relevant specification sections, other related submittals, the date when such item will be furnished to the Architect, and the date by which Architect's review is necessary to maintain Construction Schedule. This schedule shall take into consideration the resubmission of shop drawings required to achieve acceptance of the Designer and Owner.
- C. ADD to paragraph c:
- D. The following shop drawings will take longer than 20 calendar days for review and return to the Contractor:
 - 1. Structural Steel
 - 2. Mechanical Systems
- E. ADD to paragraph d:
- F. All shop drawings, submittals, samples, and data shall be submitted to the Designer for review according to accepted CPM schedule from Article 5 (a). After these items have been reviewed by the Designer they will be returned to the Contractor or Project Expediter. Samples and shop drawings required for evaluation of a substitution shall be submitted with the request for substitution. Shop drawings, submittals, samples, and data will not be considered by the Designer unless the submission clearly indicates that they have been checked, coordinated between Prime Subcontractors, and stamped approved by the Contractor and Fabricator or Contractor, Subcontractor, and Fabricator as the case may be. All shop drawings and catalog cuts submitted shall each receive the following stamp completed and dated by the Contractor or submitting Prime Contractor. Samples shall have the stamp affixed to a tag attached to each sample.

Submitted in accordance with Section No. _____
 and paragraph No. _____ of the specification

FOR SINGLE CONTRACT, AS FOLLOWS

We have checked and approved this submittal. We find it to be in accordance with the Contract Documents.

Subcontractor	Signature	Date
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We have reviewed this submittal and find it is coordinated with the other parts of the Project.

Subcontractor	Signature	Date
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- G. ADD paragraph e:
- H. No extension of construction time will be allowed for delay in checking shop drawings, submittals, samples or data because of the Contractor's, Subcontractor's, or Fabricator's failure to check shop drawings before submitting them to the Designer. All shop drawings shall be prepared to show how the material relates specifically to the conditions of the Project. Standard manufacturer's drawings that do not show how and where the material is to be used will not be considered. Shop drawings shall not be reproductions or portions of reproductions of the Contract documents. Coordinated shop drawings at the same scale indicating all mechanical, electrical, and plumbing

shall be required between all trades. The Prime Subcontractor in a given area, as determined by the Contractor, shall submit their drawings to the other involved Subcontractors through the Prime Contractor.

- I. ADD paragraph f:
 - J. The Contractor will furnish and deliver to the Owner 1 copy of each shop drawing, submittal, sample, and data which has been reviewed by the Designer and which has received a "NO EXCEPTIONS TAKEN" or a "TO BE CORRECTED AS NOTED" evaluation. The Contractor or each Prime Contractor shall deliver these to the Owner within 14 calendar days of receiving each reviewed item from the Contractor following review by the Designer, or in the case where 1 copy of a sample was submitted, within 14 calendar days of receiving advice that the sample is "NO EXCEPTIONS TAKEN" or "TO BE CORRECTED AS NOTED." Coordinate delivery with the owner's project manager. The owner shall have the option of accepting submittal copies during construction or at closeout in which case the project expeditor shall neatly store all items by division in "banker type" storage boxes or a separate file cabinet in the contractor's office facility. All stored submittals and samples shall be accessible to owner at any time during normal working hours.
 - K. ADD paragraph g:
 - L. After the Plumbing, HVAC, and Electrical shop drawing submittals have received a favorable review, the Contractor shall submit to the Designer for the Owner, complete operating and maintenance manuals as called for in Divisions 22, 23, and 26. These manuals shall be submitted not later than 14 calendar days before occupancy.
 - 1. Only Contract Documents, approved Change Orders, approved Contractor submittals to the extent they are in accordance with the Contract Documents, Designer bulletin drawings, and references specifically incorporated into Contract Documents constitute authoritative description of the Work. No other documents, including Contractor generated drawings, shall be considered authoritative.
- 1.6 ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES
- A. ADD
 - B. Also see - GENERAL REQUIREMENTS.
 - C. ADD to paragraph d:
 - D. These substitutions shall be made only by the Contractor and not by subcontractors or material suppliers. Necessary or required substitutions can be made after contract award per usual procedure, but only under unusual or extenuating circumstances.
- 1.7 ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS
- A. ADD paragraph f:
 - B. The Contractor shall perform the Work in accordance with The University of North Carolina at Charlotte regulations and the Preconstruction Conference Checklist (if such checklist is furnished).

1.8 ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

- A. ADD:
- B. Also see - GENERAL REQUIREMENTS.

1.9 ARTICLE 13 - INSPECTION OF THE WORK

- A. ADD to paragraph c:
- B. The Contractor shall also serve the same notice to the Owner for all such inspections or testing.

1.10 ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE

- A. ADD to paragraph a:
- B. The Contractor and each of his Prime Subcontractors shall keep a Superintendent on the Project during the progress of the Work, for purposes of coordination with other Prime Subcontractors, and if required by the Owner, regardless of whether said Contractor or Prime Subcontractor has work currently in progress. Contractors are allowed to work any day of the year, except at times when the Owner may have special events which would be disrupted by Contractor's activities.
- C. ADD to paragraph f:
- D. "Unless designated otherwise, The General Contractor shall be the 'Project Expeditor'."
- E. The Project Expeditor shall prepare daily and have available for inspection by the Designer, State, and Owner daily project reports. Project daily reports shall be prepared for every day of the project beginning with the date of the notice to proceed and terminating with project completion. Daily reports must also be completed for all weekends and holidays. The daily reports are to include the following items (at a minimum): Superintendents name and signature; day and date; morning and afternoon temperature; weather (clear, cloudy, rain and duration of rain); site conditions; other applicable weather conditions; crew sizes for all contractors and subcontractors on site; and major work accomplished for that day.
- F. ADD to paragraph g:
- G. Provide CPM CONSTRUCTION SCHEDULE as stated below:
 - 1. The Construction Schedule shall show the date when the work of each Specification Section is to begin and is to be completed, its total dollar value percent to be completed each month, and total dollar value to be completed each month. The initial schedule and subsequent updates shall be signed by the general contractor.
 - 2. The Construction Schedule shall be a schedule in time scaled logic network in the Critical Path Method and shall depict sequence of operations mutually agreeable to the Owner, designer, and each of the Prime Sub-Contractors.
 - 3. The dates of commencement and completion of each of the various stages of the work (including lead time activities, drawing and sample submissions, bidding, awarding subcontracts, manufacturing and shipping); delivery dates for material

and equipment by separate contract in detail satisfactory to the Designer. Such Schedule shall show a complete itemized breakdown of the work, and shall include networks for all phases of the work including networks for all work to be performed by the Contractor or all Prime Sub-Contractors.

4. The schedule and all other construction schedules shall include 1 and only 1 critical path and this critical path shall be clearly identified. The Construction Schedule shall include the early and late start dates and early and late finish dates of all activities.
 5. The Contractor shall also submit a separate progress schedule listing all submittals required under the contract and when it is anticipated that each submittal will be submitted allowing 20 days for the designer's review. The separate progress schedule shall be an excerpt from the above described construction schedule.
 6. The schedule shall not indicate any on-site construction activity longer than 21 consecutive calendar days or any other activity longer than 28 consecutive calendar days. Any activity with an anticipated longer duration must therefore be broken into component activities, each of which has duration of no longer than 28 calendar days. The initial schedule and subsequent updates shall be submitted in 24" X 36" color plots using a font size acceptable to the owner. Additionally, one 11" X 17" copy shall be submitted with each color plot.
 7. The Construction Schedule shall anticipate all weather delays which may be predicted from analysis of weather reports for the last 5 years and allowances for rock and unsuitable soil removal. The schedule shall also include all major milestones and all anticipated inspection, shutdowns/outages for electrical, water, natural gas, and steam tie-ins if applicable.
- H. As a separate document, the Contractor shall submit progress report, with each Application for Payment, which shall consist of a checklist showing the date of commencement of each activity on the Construction Schedule then commenced the date of completion of those activities completed, and the approximate percentage of completion of each activity.
- I. The Contractor shall receive the permission of the Owner to make changes to the schedule. Notwithstanding any other provisions here of to the contrary, the time of completion may be extended only by a written change order.
- J. Whenever the Schedule of Work changes, the Construction Schedule, which is a different document from the progress report, shall be revised by the Contractor to include the Schedule revisions of all the Prime Sub-Contractors and other sub-contractors and submitted with the next Application for Payment. This revised schedule shall include all information required of the schedule prior to revisions and shall provide for completion on the Contract Completion Date.
- K. The Contractor shall advise in advance, at least 24 hours on a weekday and at least 48 hours on weekends and legal holidays, of all schedule changes, so that any Owner inspections can be arranged. If no revised Construction Schedule is included with an Application for Payment, this lack of inclusion shall constitute a certification by each and all the Contractors that no changes in the Construction Schedule have occurred.
- L. Ownership of float and purpose of Schedule
1. All schedule float, slack time, or contingency within the schedule jointly belongs to the Owner and Contractor. The Owner shall be entitled to require early completion and clean-up of certain portions of the Work. (i.e. the difference in time between the projects early completion and the required completion date and total float within the overall schedule, is not the exclusive use of either the owner

or the Contractor, but is jointly owned by each and is a resource available to and shared by each of the parties as needed to meet contract milestones and the contract completion dates with the owner receiving initial benefit. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic or using extensive crew/resource sequencing etc. since float time written the schedule is jointly owned, no time extensions will be granted until a delay occurs which extends the work beyond the contract completion date. Since float time within the construction schedule is jointly owned, it is acknowledged that owner caused delays on the project may be offset by Owner caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests which result in a savings of time to the Contractor. In such an event, the Contractor shall not be entitled to receive a time extension until all owner caused time savings are exceeded and the contract completion date is also exceeded.

- M. The submittal of a fully revised and acceptable construction schedule shall be a condition precedent to the processing of the second monthly payment application. As such, each of the prime Sub-Contractors have a specific obligation to each of the other Prime-Sub Contractors and to the owner to provide all necessary information and to fully cooperate with the Contractor in the development of this and all other construction schedules, including monthly updated construction schedules. All updated construction schedules shall include an updated submittal process schedule excerpted from the construction schedule.
- N. Regardless of which submittal method the Contractor elects to use in formulating the construction schedule, an updated schedule shall be submitted to the owner 5 days prior to submittal of any monthly payment request. The submittal of the updated construction schedule, which satisfies the requirement of this article accurately reflects the status of the work, and incorporates all changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. Updated schedules shall also be submitted at such other times as the Owner may direct. Upon approval of a change order or issuance of a directive to proceed with a change the approved change order shall be reflected in the next schedule update submitted by the Contractor or other update submittal approved by the Owner.
- O. If completion of any part of the work, the delivery of equipment or materials, or submittal of any of the submittals is behind the updated construction schedule and will impact the end date of the work past the contract completion date, the Contractor, shall submit in writing, a plan acceptable to the owner for completing the work on or before the current completion date.
- P. No extensions of time shall be granted unless the delay can be clearly demonstrated by the Contractor, on the basis of the updated construction schedule current as of the month the change is issued on the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other means. It is recognized that any such delay which is the direct result of, and only the direct result of an owner directed change may entitle the Contractor to added compensation for efforts to maintain the schedule or for costs related to extending the schedule as a result of the owner directed change which cannot be accommodated by owner caused time savings.
- Q. As a precedent to the release of retained funds, the Contractor shall, after completion of the work has been achieved, submit a final construction schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all work activities on the construction schedule.

- R. Should the Contractor fail or refuse to complete any portion of the work in accordance with the Construction Schedule, the Owner may perform or cause to be performed the work necessary to cause such completion, and all costs incurred by Owner and Designer shall be deducted from any monies which otherwise may become due the Contractor. Should such costs exceed monies due, the Contractor shall reimburse the Owner within 30 days of the Owner documenting the costs to the Contractor. Schedule shall be prepared by a third party scheduling consultant.
- S. The Contractor shall anticipate that the Owner may require various changes to the work. Only those changes which also change the duration of the critical path shall entitle the Contractor to present a claim for schedule impact, acceleration, or deceleration, only to the extent of the change in the duration of the critical path. Beyond compensation given in resolution of such a claim for acceleration or deceleration.
- T. The purpose of the Construction Schedule, and monthly updates as hereinbefore described, or as may be otherwise submitted and approved, shall be to furnish the Owner and Designer with information to indicate that the Contractor has planned the Project in sufficient detail for the Contractor to insure that its construction can be accomplished in an orderly manner and on the Contract completion date. The dollar value estimates to be included on the schedule are to assist the Owner in cash flow planning so that funds will be readily available to pay the Applications for Payment. Monthly progress reports and updates are to furnish the Owner with current status of any changes required in the original schedule which will assist the Owner in scheduling delivery and installation of any products, furnishings, etc., necessary for the operation of the facility for its intended purpose. The responsibility for construction planning and the effective efficient implementation of such, or the converse, to meet the Contract completion date, or authorized appropriate extensions therefore, are the total responsibility of the Contractor, and such responsibility shall not transfer to the Owner/Designer. Preview of the original Construction Schedule and subsequent modifications thereto, by the Owner and/or the Designer shall be limited to the general purposes set out above. Such approval shall not operate to imply the agreement of the Owner/Designer to the Contractor's planned procedures, coordination, critical path scheduling, etc., as being appropriate or reasonable.
- U. Contractor shall assign manpower loading for each activity of the schedule by applying the total man-hours required to complete each activity to a resource identified as "man-hours" on each activity."

If the Contractor submits an early completion baseline schedule that shows contract completion in less than 85 percent of the working days specified in these special provisions, the baseline schedule shall be supplemented with resource allocations for every task activity and include time-scaled resource histograms. The resource allocations shall be shown to a level of detail that facilitates report generation based on labor crafts and equipment classes for the Contractor and subcontractors. The Contractor shall use average composite crews to display the labor loading of on-site construction activities. The Contractor shall optimize and level labor to reflect a reasonable plan for accomplishing the work of the contract and to assure that resources are not duplicated in concurrent activities. The time-scaled resource histograms shall show labor crafts and equipment classes to be utilized on the contract. The Engineer may review the baseline schedule activity resource allocations using Means Productivity Standards or equivalent to determine if the schedule is practicable."

- V. ADD paragraph m:

- W. Prior to and during the execution of the Work, the Contractor shall immediately report any error, discrepancies, conflicts, and omissions found therein to the Designer in writing and shall have the same explained or corrected by the Designer before proceeding with the Work. Any necessary changes shall be adjusted as required hereinafter by Article 19 - Changes in the Work. Any work done by the Contractor or after these Conditions have been discovered, and before the Designer has either explained or made corrections, shall be corrected at the Contractor's expense. The Contractor shall coordinate all work of his Contract to produce the required finished Project in accordance with the Contract Documents. Special attention shall be given to the submission of shop drawings, samples, color charts, and requests for substitution within the specified time; furnishing the proper shop drawings to Subcontractors, and material suppliers, whose work and equipment is affected by and related thereto; and the furnishing of all information concerning location, type, and size of built-in equipment and materials and equipment utilities. This coordination is in addition to all other coordination requirements called for in the technical sections of the Project Manual.
 - X. ADD paragraph n:
 - Y. The Contractor shall post a sign indicating firearms are prohibited on the job site.
- 1.11 ARTICLE 15 - SEPARATE CONTRACTS AND CONTRACTOR RELATIONSHIPS
- A. ADD:
 - B. Also see DIVISION 1 - GENERAL REQUIREMENTS
 - C. ADD paragraph g:
 - D. The Contractor shall provide all required Site Utilities Work, including but not limited to: Site Storm Sewer, Site Sanitary Sewer, Water and Steam Lines, Natural Gas, and Electrical. Final connection from building to site utilities shall be by the Contractor.
- 1.12 ARTICLE 17 - CONTRACTORS AND SUBCONTRACTOR RELATIONSHIPS
- A. ADD:
 - B. The Contractor has the responsibility to insure that all product suppliers, and Prime Subcontractors, their agents and employees, adhere to the Contract Documents and that they provide all products on time.
- 1.13 ARTICLE 19 - CHANGE IN THE WORK
- A. ADD to paragraph c.1:
 - B. Unit prices include all time, costs, and overhead of each unit.
 - C. ADD to paragraph d:
 - D. Overhead shall include all Conditions of the Contract and all general requirements such as Project management, scheduling, home office expense, layout, reproduction of Drawings and Specifications, testing and inspection, shop drawings and sample coordination, shop drawing preparation, proposal request estimating, supervision

(including general and nonworking foremen) small tools and expendable items, taxes, temporary facilities and services, including access and safety provisions, "as-built" drawings, estimating general and administrative overhead, and profit. Pricing of proposal requests need to be accomplished within 20 calendar days minimum following receipt by the contractor. Upon request, the contractor shall provide the designer with documentation to substantiate labor rates.

- E. In the event of additions and deletions of items of direct labor and/or material, the item quantities shall be algebraically summed prior to the incorporation of applicable prices, Unit Prices, and/or the overhead and profit percentage applicable.

1.14 ARTICLE 21 - MINOR CHANGES IN THE WORK.

- A. Revise the first sentence by adding after "The Designer..."
- B. "with consultation with the Owner."

1.15 ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSIONS OF TIME

- A. Substitute the following as paragraph b:
- B. The CM shall commence work to be performed under this Agreement on the issued Notice to Proceed, and shall fully complete all work hereunder by **November 13, 2018.** After the execution of the contract, if the contract completion date is later, a no cost change order will be executed immediately to reduce the number of days in the contract so that the contract completion date is **November 13, 2018.**
- C. All Contractors are responsible for "on-time" performance and shall be responsible for identifying and appropriately coordinating long lead materials and equipment to maintain the project schedule.
- D. For each day in excess of the contract duration, the CM shall pay to the Owner, the sum of **Two Hundred Fifty Hundred Dollars (\$250.00) per calendar day until for the first 30 days and the sum of Five Hundred Dollars (\$500.00)per day for each day after the initial 30 days** the work is delayed beyond the completion date or authorized extension thereof, as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said CM to complete the work within the time specified, such time being of the essence of this contract and a material consideration thereof.
- E. ADD to paragraph c:
- F. After the contract completion date, the Designer shall deduct from all contractor pay applications, the liquidated damages in the amount of the daily liquidated damage rate times the number of calendar days after the contract completion date minus any previously assessed liquidated damages.
- G. Add to paragraph d:
- H. The "5-year average of precipitation" shall be determined only by applying daily amounts greater than one-tenth (0.10) of an inch. Only amounts exceeding 0.10 inch shall be applied in determining the actual number of "rain days" for a given month.

- I. The Contractor shall maintain, on site, a hard bound log book to record daily precipitation data from the UNC Charlotte Weather Center alongside daily NOAA readings from the Fire Station #27 – Ken Hoffman Drive, Charlotte. The Log shall also record any corresponding impacts to activities on the critical path. The Log shall be maintained on a daily basis and made available for inspection by the Designer or Owner at any time. If for some reason the UNC Charlotte Weather Center is out of service, Fire Station #27 data shall be applied for that time period, but only if the UNC Charlotte Weather data is not available.
- J. Saturdays, Sundays, and holidays are available to recover lost time due to weather. Time extensions for weather related delays which affect the critical path and exceed the NOAA 5-year average for a particular month, will only be granted provided the contractor makes an effort to make-up work on weekends or holidays following the rain event. Exceptions to this requirement may be granted in cases where rain occurs on a make-up day.
- K. The effect of “rain days” may impact Critical Path work activities for a period more than the average rain days for any period, such as dewatering, cleanup, etc. which would follow a rain event. The Contractor shall include in the Project Schedule, sufficient days to accommodate weather related delays which will result from the 5-year average precipitation for each month. It is the responsibility of the Contractor to maintain such a log and to obtain the verification and initials of the Designer's representative on a monthly routine basis. The Contractor shall transmit logs and 5 year weather data averages to the Designer monthly. The Designer shall make weather delay determinations by comparing verified Contractor's logs with the 5 year averages over the duration of the Project. All approved weather delays shall be reported to the Contractor or Project Expediter and to the Owner and shall be accumulated and granted in 1 or more Change Orders. Contract time shall not be shortened by weather conditions which are more advantageous than had been predicted.

L. ADD paragraph h:

M. Time:

- 1. The Contractor shall commence work to be performed under this agreement on a date to be specified in a written order from the designer and shall fully complete all work within **Three hundred and sixty five (365)** consecutive calendar days from, and including said date. For each day in excess of the above number of days, the Contractor shall pay to the Owner the sum of **Two hundred and fifty dollars (\$250.00) for the first 30 days and Five hundred dollars (\$500.00) per day for all days beyond the initial 30 days** as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said Contractor to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof.
- 2. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate or progress as will insure full completion thereof within the time specified.

1.16 ARTICLE 24 - PARTIAL UTILIZATION: BENEFICIAL OCCUPANCY.

A. ADD paragraph e:

B. Unless training requirements are included in the specifications, prior to issuance of Date of Acceptance, the Contractor shall have his/her authorized representatives visit the

Project and give full instructions to the Owner's designated operating and maintenance, care, and adjustment of all equipment and special construction elements."

1.17 ARTICLE 31 - REQUEST FOR PAYMENT

- A. ADD:
- B. After the award of the Contract, the contractor shall promptly submit to the Designer for review and Owner approval a complete schedule of values of the various parts of the work listed in the numerical order of the specifications. The schedule shall be dated and signed by the Contractor and shall include a description of the work, quantities, labor, materials, and total Contract amount for each item. Upon Owner approval of this schedule of values, the schedule shall be used as the basis for determining monthly payments and, therefore, is needed in advance of the Contractor submitting the first application and certification for payment. Plumbing, Electrical, and HVAC Prime Sub-Contracts shall be broken down in accordance with the Table of Contents for each such work. Values shall generally be of the same order of magnitude and generally shall be between \$10,000.00 and \$100,000.00. Should the schedule of values include any value for mobilization, the schedule of values shall include an equal value for demobilization.
- C. The Request for Payment shall be on forms described by North Carolina State Construction Manual Section 323 and similar to AIA Document G703, latest edition. The Request for Payment shall list materials and labor separately for each Section of the Project Manual. When Request for Payment includes (1) materials stored other than on the Owner's property, or, (2) if allowed by the Owner, other than within the boundaries of the State of North Carolina, request for Payment will not be considered and another Request for Payment shall be made. Contractor or each Prime Contractor shall also attach to the application all receipts and vouchers required to verify the requested payments for stored materials. No payment made to the Contractor by the Owner shall constitute acceptance of any work or materials not in accordance with the true intent of the Contract.
- D. The Contractor shall additionally include on each monthly Application for Payment the following statement: "We certify that the Surety for this Project has been duly notified of the amount of this request." Unless exception to pay is made by the Surety to the Designer within 4 calendar days following the date of request, it will be assumed that the Surety concurs in the payment of this application.
 - 1. American Institute of Architects Document G703, if used, may generally be obtained at office supply firms or directly from the American Institute of Architects, 1735 New York Avenue, Washington, D.C. 20036.

1.18 ARTICLE 32 – CERTIFICATES OF PAYMENT AND FINAL PAYMENT

- A. ADD to paragraph f:
- B. THE FINAL PAYMENT of retained amount due to the Contractor on account of the Contract shall not become due until the Contractor has furnished to the Owner, through the Designer, Guarantees as set forth in the General and Supplementary General Conditions including other Guarantees required by specific Sections of the Project Manual. In addition to the above, all other submissions required by other Articles and Sections of the Project Manual must be in the hands of the Designer before approval of final payment.

1.19 ARTICLE 34 - MINIMUM INSURANCE REQUIREMENTS

- A. ADD to opening paragraph:
- B. The Designer shall be named as additional insured party on all insurance policies supplied by the Contractor. Final payment will not be made until these "As-Built Drawings" are turned over to the Designer of record and reviewed and deemed complete in writing by the Designer.

1.20 ARTICLE 38 - USE OF PREMISES.

- A. Add paragraph e:
- B. Should the Owner allow material storage outside the construction limits, the following conditions shall apply:
 - 1. Staging of the Contractors: Site office trailer, equipment, materials, etc. shall be inside the construction fence or where there is no fence, inside the construction limits. No open trailers or flat beds are permitted, unless otherwise authorized. All material shall be stored in an enclosed and securable vehicle. Put name of project, company name, and company phone number on all storage vehicles stored off construction site.
 - 2. As space is available, the Owner may allow parking of construction workers' vehicles on its property at no cost to the contractor. Vehicles found parked outside the designated area will be towed away at the contractor's expense.
 - 3. Contractor personnel must wear ID badges at all times when they are working at UNC Charlotte. The ID badge can either be the Contractor's ID badge or clothing indicating which contractor or subcontractor they are directly employed by.

1.21 ARTICLE 39 - CUTTING, PATCHING, AND DIGGING

- A. ADD:
- B. Also see DIVISION 1 - GENERAL REQUIREMENTS

1.22 ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS

- A. ADD to paragraph j:
- B. The University will provide the Contractor with access to electrical power for operating small tools, for construction lighting, for elevator testing, and for field office operations. The University will not charge the Contractor for power so consumed. The Contractor will bear all costs related to connecting to, transforming, and distributing power from the connection point. The Contractor will bear all costs related to connecting to, transforming, distributing and maintaining temporary power from the connection point.
- C. The Contractor shall allocate power equitably. Welding equipment and other high power users must have self-contained power sources. Power outages shall be coordinated by the Contractor with the University 30 days in advance.
- D. At the start of construction, the contractor shall enter into a Service Agreement with

Piedmont Natural Gas and pay all gas utility costs until owner occupancy at which time said Service Agreement will be transferred to the owner.

:

- E. ADD to item I:
- F. A shop drawing of the project identification sign must be approved by the University prior to fabrication. No directional signs will be permitted without the University's permission. Contractors are not permitted to install any sign, anywhere on the site, off the site on University property, or on any equipment on the site, without explicit written approval of the Owner. See enclosed University project sign detail.
- G. Location of any sign shall be approved by the Owner. Should any sign be moved from its initial location, the new location shall be approved by the Owner. All signs shall be maintained by the project expeditor in first class condition throughout the Contract by repainting, repairing, and re-erecting as necessary and as required. Sign shall be fabricated as indicated on the Drawings.

1.23 ARTICLE 41 - CLEANING UP

- A. ADD:
- B. Also see DIVISION 1 - GENERAL REQUIREMENTS

1.24 ARTICLE 42 - GUARANTEE

- A. ADD paragraph e:
- B. ALL GUARANTEES SHALL INCLUDE LABOR AND PRODUCTS AND SHALL BE SIGNED BY THE MANUFACTURER OR SUBCONTRACTOR, AS THE CASE MAY BE, AND COUNTERSIGNED BY THE CONTRACTOR. ALL GUARANTEES SHALL BE IN ADDITION TO, AND NOT IN LIEU OF, ALL LEGISLATED GUARANTEES. ALL GUARANTEES SHALL BE ADDRESSED TO THE OWNER AND DELIVERED TO THE DESIGNER UPON COMPLETION OF THE PROJECT AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.
- C. ADD to paragraph f:
- D. In the event that the Owner considers it impractical, because of unsuitable test conditions, or some other factors, to execute simultaneous final acceptance of all equipment, portions of the installation may be certified by the Designer for the Owner's final acceptance when that portion of the system is complete and ready for operation. The decision to accept only portions of the Project rests entirely with the Owner and may only be executed by the Owner.
- E. ADD to paragraph g:
- F. The Contractor shall also guarantee for a period of 24 months, unless a longer guarantee time is specifically called for in the Specification Sections that the work covered by this Contract will be watertight and leak-proof at every point and in every area affected by this Contract, except where leaks can be attributed to damage by forces beyond his control. He shall, immediately upon notification by the Owner of water penetration, determine the source of water penetration and, at his own expense,

do any work necessary to make the work covered by this Contract watertight. He shall also, at his own expense, repair or replace any other damaged material, finishes, equipment, and furnishings, damaged as a result of this water penetration to return the building to its original accepted condition.

- G. ADD paragraph h:
 - H. The Contractor signing a Contract with the Owner shall obtain and forward to the Owner any and all guarantees issued by the manufacturers specifically for certain products and systems covered under his Contract. In the event the manufacturer does not have a suitable "preprinted" warranty form" to fully cover the guarantee requirements as set forth in the Specification Section, he shall produce a warranty form patterned after those contained hereinafter which shall fully document the guarantee as set forth in the Specification Section.
 - I. ADD paragraph i:
 - J. In addition to the foregoing stipulations, the Contractor shall comply with all other guarantees referred to in any portion of the Contract Documents, the more stringent requirements governing.
 - K. ADD paragraph j:
 - L. If for any reason the Contractor cannot guarantee any part of his work using materials or construction methods which have been specified or indicated he shall notify the Designer in typewritten form before Contracts are signed, giving reasons together with the names of products and data or substitution he can guarantee. Should the Contractor fail to so notify the Designer prior to the Signing of Contract, he will be held to have agreed to guarantee all work specified or indicated.
- 1.25 ARTICLE 45 - TAXES.
- A. ADD to paragraph e:
 - B. Contractors shall submit monthly with their request for payment, a signed statement containing the amount of sales and use tax paid by the Contractor for that particular billing period."
- 1.26 ARTICLE 48 – ASBESTOS CONTAINING MATERIALS (ACM).
- A. ADD the following:
 - B. No asbestos containing material may be installed in this facility, including but not limited to, sprayed-on insulation, pipe insulation, floor tile, mastic adhesive, patch materials, wiring insulation, or acoustical treatment.

END OF SUPPLEMENTAL GENERAL CONDITIONS

UNC Charlotte
“Good Faith Effort” Requirements
(Admissions & Visitors Center)

The MBE participation goal for this project is fifteen (15) percent. This information is provided as a guide for firms who may be new to UNC Charlotte and may not be familiar with our expectations regarding minority business participation on State Construction Contracts. Bidders should be familiar with the ***Guidelines for Recruitment & Selection of Minority Businesses for Participation in State Construction Contracts*** as well as the applicable bid forms;

Identification of HUB Certified/Minority Business Participation form – Only list minority firms that you will use as construction subcontractors, vendors, suppliers or professional service providers on this project. The bidder cannot list himself on this form as he cannot subcontract to himself. **Note:** This form should be submitted with your bid, even if left blank.

Affidavit A – Listing of Good Faith Efforts – the bidder is certifying that he has made a good faith effort to comply under those areas checked on the form. Do not check a Good Faith Effort item unless you can provide the following;

1. Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists **at least 10 days before the bid or proposal date** and notifying them of the nature and scope of the work to be performed.

Example: Copies of written (emailed or faxed) notification to minority businesses and copies of quotes/proposals received for work solicited to minority businesses. Notification should include, at a minimum, project location, location where plans and specifications may be obtained or viewed, trade or scopes of work for which subcontracts are being solicited, contact person within the prime contractor organization.

Be sure to maintain a telephone log to confirm that minority firms received your IFB. The log should contain the date contacted, telephone number, and name of the individual representing the minority firm who acknowledged receipt of your IFB. ***Also maintain a telephone log to confirm that minority firms acknowledged a “bid/no bid” to your IFB.*** The log should contain the date contacted, telephone number, and name of the individual representing the minority firm who acknowledged “bid/no bid” to your IFB.

2. Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due.

Example: Copies of written (emailed or faxed) notification to minority businesses should include, at a minimum, project location, location where plans and specifications may be obtained or viewed, trade or scopes of work for which subcontracts are being solicited, contact person within the prime contractor organization.

3. Breaking down or combining elements of work into economically feasible units to facilitate minority participation.

Example: Document steps taken to segment elements of work into economically feasible units to meet minority business availability. Identify sub-contractors/suppliers/consultants and scope of work involved in segmenting.

Be sure that you are soliciting quotes from **at least** three (3) minority firms in scopes of work that typically have adequate numbers of minority firms available that can perform the work required (hauling, concrete, flooring, masonry, painting, electrical suppliers, etc.). Do not solicit quotes

from minority firms in those scopes of work that typically do not have minority firms available that can perform the work required (elevators, fire suppression systems, roofing, etc.). If there are minority firms that you typically use on your projects then by all means, feel free to use them, if you are sure you are receiving reasonable pricing and quality work.

4. Working with minority trade, community or contractor organization identified by the Office for Historically Underutilized Businesses (HUB) and included in the bid documents that provide assistance in recruitment of minority businesses. **Note:** Minority plan rooms are not applicable.
Example: Provide a copy of meeting minutes between prime contractor and minority trade, community or contractor organization. At minimum the following topics should be discussed/reviewed during the meeting: project location; location where plans and specifications may be obtained or viewed; trade or scopes of work for which subcontracts are being solicited; bonding requirements; insurance requirements; prime contractor's contact person; minority trade, community or contractor organization contact person; strategies to segment elements of the work into economically feasible units to meet minority business availability; strategies to increase minority business utilization through joint ventures and/or partnerships; notification that the meeting will be counted toward the contractor's good faith effort.
Example: Maintain a copy of the request, and have the date, telephone number and name of the individual who acknowledged receipt of your request and information regarding any/all assistance provided by the organization
5. Attending any pre-bid meetings scheduled by the public owner.
Example: Attendance will be verified by conference sign-in sheet.
6. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
Example: Documentation describing the type of assistance provided or offered to minority businesses. Provide names and contacts of minority businesses to which assistance was offered and names of the contact person of bonding companies or financial institutions offering assistance.
7. Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
Example: Document number of bids received from minority businesses in the trade or scopes of work for which subcontracts are being solicited, the number of minority businesses that submitted low bids or proposals, the number of minority businesses the bidder has offered to negotiate prices or services, and the number of minority businesses the bidder has agreed to utilize on the project, outline steps taken.
8. Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required or assisting minority businesses in obtaining the same unit pricing with the bidders supplier.
Example: Document names, addresses and telephone numbers of minority businesses to which assistance was offered, outline steps taken. Give dates assistance was offered and document outcome.
9. Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
Example: Provide a copy of joint venture or partnership arrangements between bidder and minority business.

10. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

Example: Provide a copy of quick pay agreements and/or policies and document the number of minority businesses that will utilize the quick pay agreement. Provide a copy of the quick pay agreement between bidder and minority business.

Note: *Referencing the Good Faith Efforts listed above in your IFB is not enough. You must be able to document your efforts.*

Affidavit B – Intent to Perform Contract with Own Workforce – In making this certification the bidder is stating that he does not customarily subcontract elements of this type project and normally performs and has the capability to perform and will perform all elements of the work on this project with his own current workforce. The bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible. “**Self-performing**” means the contractor has all equipment, personnel and supplies on hand to perform the contract. If the contractor needs to purchase supplies or rent equipment and operators to perform the work, then the contractor **is not** self-performing and should make efforts to purchase supplies or equipment, or temporary labor from minority firms. **Note:** No other Affidavits are required if the Bidder meets this criteria.

Affidavit C – Portion of the Work to be Performed by HUB Certified/Minority Businesses – This form is to be submitted only by the apparent lowest responsible, responsive bidder with equal to or greater than 10% minority participation.

Affidavit D – Good Faith Efforts – This form is to be submitted only by the apparent lowest responsible, responsive bidder with less than 10% minority participation along with their backup documentation.

Minority-owned Pre-qualified Bidders – **must also** meet the minority participation goals set for the project. Work performed by the minority-owned pre-qualified bidder will be counted towards the minority participation goal **only if** the minority contractor is **self-performing** and submitted Affidavit B.

Certification Requirements – Ensure the minority firms you contact for subcontracting opportunities are listed in the Statewide Uniform Certification (SWUC) Vendor database as **only firms** listed in the SWUC Vendor database, at the time of contract award, **will be counted** towards the minority participation goal for this project. Go to <http://www.doa.nc.gov/hub/searchhub.aspx> for access to the SWUC Vendor database.

Assistance:

Email the UNC Charlotte HUB Coordinator, Dorothy Vick (704-687-0527), no later than 12:00 Noon, Friday, September 8, 2017 to dlvick@uncc.edu (Email Subject: Admissions & Visitors Center) for the following;

1. **Assistance in finding certified minority firms who have worked on UNC Charlotte projects and who can perform the scopes of work (site work, concrete, electrical, etc.) you are seeking, and/or**
2. **A list of minority trade, community or contractor organizations** identified by the Office for Historically Underutilized Businesses that provide assistance in recruitment of minority businesses.

FORM OF CONSTRUCTION CONTRACT

(ALL PRIME CONTRACTS)

THIS AGREEMENT, made the _____ day of _____ in the year of 20__ by _____ and _____ between _____

hereinafter called the Party of the First Part and the *State of North Carolina, through the _____

_____ hereinafter called the Party of the Second Part.

WITNESSETH:

That the Party of the First Part and the Party of the Second Part for the consideration herein named agree as follows:

1. Scope of Work: The Party of the First Part shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: advertisement; Instructions to Bidders; General Conditions; Supplementary General Conditions; specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen's compensation; public liability; property damage and builder's risk insurance certificates; approval of attorney general; certificate by the Office of State Budget and Management, and drawings, titled:

Consisting of the following sheets:

Dated: _____ and the following addenda:

Addendum No _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No _____ Dated: _____ Addendum No. _____ Dated: _____

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within 365 consecutive calendar days

from said date. For each day in excess thereof, liquidated damages shall be as stated in Supplementary General Conditions. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the project broken down by the various divisions or part of the work and by calendar days as outlined in Article 14 of the General Conditions of the Contract.

3. The Party of the Second Part hereby agrees to pay to the Party of the First Part 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 as follows:

(\$ _____).

Summary of Contract Award:

4. In accordance with Article 31 and Article 32 of the General Conditions of the Contract, the Party of the Second Part shall review, and if approved, process the Party of the First Party's pay request within 30 days upon receipt from the Designer. The Party of the Second Part, after reviewing and approving said pay request, shall make payments to the Party of the First Part on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to waive retainage requirements after 50 percent of the work has been satisfactorily completed on schedule as referred to in Article 31 of the General Conditions.

5. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.

6. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Second Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

7. The Party of the First Part attest that it and all of its subcontractors have fully complied with all requirements of NCGS 64 Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written in _____ counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

Witness:

Contractor: (Trade or Corporate Name)

(Proprietorship or Partnership)

By: _____

Title: _____
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

The State of North Carolina through*

(CORPORATE SEAL)

(Agency, Department or Institution)

Witness:

By: _____

Title: _____

FORM OF PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

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

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

Contractor: (Trade or Corporate Name)

By: _____

Title: _____
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

(Surety Corporate Seal)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

FORM OF PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

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

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

Contractor: (Trade or Corporate Name)

By: _____

Title _____
(Owner, Partner, or Corp. Pres. or Vice
Pres. only)

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

(Surety Corporate Seal)

Sheet for Attaching Power of Attorney

Sheet for Attaching Insurance Certificates

APPROVAL OF THE ATTORNEY GENERAL

**CERTIFICATION BY THE OFFICE OF STATE
BUDGET AND MANAGEMENT**

Provision for the payment of money to fall due and payable by the

under this agreement has been provided for by allocation made and is available for the purpose of carrying out this agreement.

This _____ day of _____ 20____.

Signed _____
Budget Officer

- C. Replace damaged horizontal louver blinds that cannot be repaired in a manner approved by Architect before time of Substantial Completion.

3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain systems.

3.6 HORIZONTAL LOUVER BLINDS SCHEDULE

<u>ROOM NUMBER</u>	<u>ROOM NAME</u>	<u>WINDOW/SF *</u>	<u>QUANTITY</u>
<u>101</u>	<u>LOBBY & EXHIBIT AREA</u>	<u>SF-02</u>	<u>3 (SOUTH WALL)</u>
		<u>SF-16 (101E&101D)</u>	<u>2 (DOORS)</u>
<u>113A</u>	<u>BUSINESS ADMIN</u>	<u>SF-01</u>	<u>2</u>
<u>113B</u>	<u>GRAD ASSISTANT</u>	<u>SF-01</u>	<u>1</u>
<u>113C</u>	<u>VISIT COORD.</u>	<u>SF-01</u>	<u>2</u>
<u>113D</u>	<u>VISIT MANAGER</u>	<u>SF-02</u>	<u>1</u>
<u>114</u>	<u>WORKROOM GUIDESPACE</u>	<u>SF-01</u>	<u>2</u>
		<u>SF-03</u>	<u>1</u>
<u>119</u>	<u>BULK STORAGE</u>	<u>SF-01</u>	<u>4</u>
<u>202</u>	<u>LARGE CONFERENCE</u>	<u>SF-07</u>	<u>2</u>
<u>204</u>	<u>IT OFFICE</u>	<u>SF-07</u>	<u>2</u>
<u>205</u>	<u>COUNSELOR</u>	<u>SF-09</u>	<u>1</u> <u>(Window is circular, provide blinds tor 50" x 50" area, recessed in front of window)</u>
<u>206</u>	<u>COUNSELOR</u>	<u>SF-08</u>	<u>1</u>
		<u>SF-08A</u>	<u>1/2</u>
<u>207</u>	<u>COUNSELOR</u>	<u>SF-08A</u>	<u>1 1/2</u>
<u>208</u>	<u>COUNSELOR</u>	<u>SF-08A</u>	<u>1</u>
<u>209</u>	<u>COUNSELOR</u>	<u>SF-08</u>	<u>1</u>
		<u>SF-09</u>	<u>1</u> <u>(Window is circular, provide blinds tor 50" x 50" area, recessed in</u>

<u>ROOM NUMBER</u>	<u>ROOM NAME</u>	<u>WINDOW/SF *</u>	<u>QUANTITY</u>
			<u>front of window)</u>
<u>210</u>	<u>COUNSELOR</u>	<u>SF-07</u>	<u>1</u>
<u>211</u>	<u>ASSOC DIR</u> <u>FUTURE</u>	<u>SF-07</u>	<u>2</u>
<u>212</u>	<u>ASSOC DIR</u>	<u>SF-07</u>	<u>2</u>
<u>213</u>	<u>ASST DIR</u>	<u>SF-07</u>	<u>2</u>
<u>214</u>	<u>ASST DIR</u>	<u>SF-08</u>	<u>1</u>
<u>215</u>	<u>ASST DIR</u>	<u>SF-07</u>	<u>2</u>
<u>216</u>	<u>ASSOC DIR</u>	<u>SF-07</u>	<u>4</u>
<u>217</u>	<u>ASST DIR</u>	<u>SF-08</u>	<u>1</u>
<u>218</u>	<u>ASST DIR</u>	<u>SF-08</u>	<u>1</u>
<u>219</u>	<u>ASST DIR</u>	<u>SF-08</u>	<u>1</u>
<u>220</u>	<u>DIRECTOR</u>	<u>SF-07</u>	<u>4</u>
<u>221</u>	<u>ASST DIR</u>	<u>SF-07</u>	<u>2</u>
<u>231</u>	<u>PROCESSING MGR</u>	<u>SF-09</u>	<u>1</u> <u>(Window is</u> <u>circular, provide</u> <u>blinds for 50" x 50"</u> <u>area, recessed in</u> <u>front of window)</u>
<u>232</u>	<u>PROCESSING</u>	<u>SF-07</u>	<u>6</u>

*SEE STOREFRONT DRAWINGS & DOOR SCHEDULE FOR OPENING SIZE

END OF SECTION 122113

ELECTRONIC TRANSFER AGREEMENT

PROJECT: **ADMISSIONS & VISITORS CENTER**
UNC CHARLOTTE
SCO ID# 15-12632-02A
WTS Project No. 1604

DRAWINGS:

In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by the Design Professional, the Contractor covenants and agrees that all such drawings and data are instruments of service of the Design Professional, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights.

The Contractor further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Contractor agrees to waive all claims against the Design Professional resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Design Professional.

In addition, the Contractor agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any use of the drawing and data in the preparation of the Contractor's Shop Drawings.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Contractor be deemed a sale by the Design Professional, and the Design Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

The Contractor shall be responsible for assuring that any revisions to the documents by Addenda, Change Order, or Architect's Supplemental Instructions have been incorporated into the drawings. In the event of a discrepancy between written and scaled dimensions the written dimension contained in the Contract Documents shall take precedence.

Signature for:
Name/ Company

Date

SECTION 099600 - HIGH-PERFORMANCE COATINGS

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.

PART 1 - GENERAL

1.01 SCOPE

- A. The work of this section includes the surface preparation and painting of all surfaces related to the painting and high performance coating on exposed galvanized steel headers and supports.

1.02 RELATED WORK SPECIFIED ELSEWHERE (if applicable)

- A. Coating and painting of all other surfaces is specified in Section 9.

1.03 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Without limiting the general aspects of other requirements of these specifications, all surface preparation, coating and painting of surfaces shall conform to the applicable requirements of the Steel Structures Painting Council, NACE, ICRI and the manufacturer's printed instructions.
- B. The Architect's decision shall be final as the interpretation and/or conflict between any of the referenced specifications and standards contained herein.

1.04 CONTRACTOR

- A. The Contractor shall have five years practical experience and successful history in the application of specified products in similar projects. He shall substantiate this requirement by furnishing a list of references and job completions.
- B. Applicator must successfully demonstrate to the product manufacturer the ability to apply the material correctly and within the confines of the specifications. The Contractor must provide a letter from the manufacture stating their acceptance of the Contactor for this project to apply these products.
- C. The Contractor shall possess the applicable license to perform the work as herein described and as specified by local, state and federal laws. The Contractor's licenses shall appear in the lower left-hand corner of the envelope containing the bids.
- D. The Contractor must ensure an English speaking job foreman at the jobsite who has the ability to communicate with project team members as needed.

- E. The Contractor shall provide a site mock up as necessary with each paint system as a representative of how the systems shall be installed and their final appearance(to include color, sheen, texture etc), which is to be approved by the Architect before any work is started. For overcoat projects this mock up shall be used to test for adequate adhesion. This approved mock up shall be the quality standard for the rest of the project. This mock up location, size and other job specifics needs shall be detailed by the Architect.

1.05 QUALITY ASSURANCE

- A. General: Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, application, and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be utilized provided they meet recognized and accepted professional standards and are approved by the Architect.
- B. Surface Preparation: Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces", SSPC-Vis-1 and ASTM Designation D2200; "Standard Methods of Evaluating Degree of Rusting on Painted Steel Surfaces" SSPC-Vis-2 and ASTM Designation D610; "Visual Standard for Surfaces of New Steel Airblast Cleaned with Sand Abrasive" or "Guideline for Selecting and Specifying Concrete Surface Preparation for Sealers, Coating and and Polymer Overlays" and ICRI CSP Surface Profile Chips.
- C. Application: No coating or paint shall be applied: When the surrounding air temperature or the temperature of the surface to be coated is below the minimum required temperature for the specified product; to wet or damp surfaces or in fog or mist; when the temperature is less than 5 degrees F. above the dewpoint; when the air temperature is expected to drop below 40 degrees F. within six hours after application of coating. Dewpoint shall be measured by use of an instrument such as a Sling Psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables. If above conditions are prevalent, coating or painting shall be delayed or postponed until conditions are favorable. The day's coating or painting shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.
- D. Thickness and Holiday Checking: Thickness of coatings and paint shall be checked with a non-destructive, magnetic type thickness gauge. The integrity of coated interior surfaces shall be tested with an approved inspection device. Non-destructive holiday detectors shall not exceed the voltage recommended by the manufacturer of the coating system. For thicknesses between 10 and 20 mils (250 microns and 500 microns), a non-sudsing type wetting agent, such as Kodak Photo-Flo, may be added to the water prior to wetting the detector sponge. All pinholes shall be marked, repaired in accordance with the manufacturer's printed recommendations, and retested. No pinholes or other irregularities will be permitted in the final coating.
- E. Inspection Devices: The Contractor shall furnish, until final acceptance of coating and painting, inspection devices in good working condition for detection of holidays and measurement of dry-film thickness of coating and paint. The Contractor shall also furnish U.S. Department of Commerce; National Bureau of Standard certified thickness calibration plates to test accuracy of dry film thickness gauges and certified instrumentation to test accuracy of holiday detectors.
- F. All necessary testing equipment shall be made available for the Architect's use at all times until final acceptance of application. Holiday detection devices shall be operated in the presence of the Architect.

1. 06 SAFETY AND HEALTH REQUIREMENTS

- A. General: In accordance with requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals, the Contractor shall provide and require use of personnel protective lifesaving equipment for persons working on or about the project site.
- B. Head and Face Protection and Respiratory Devices: Equipment shall include protective helmets, which shall be worn by all persons while in the vicinity of the work. In addition, workers engaged in or near the work during sandblasting shall wear eye and face protection devices and air purifying halfmask or mouthpiece respirators with appropriate filters. Barrier creams shall be used on any exposed areas of skin.
- C. Ventilation: Where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof. Ventilation shall reduce the concentration of air contaminant to the degree a hazard does not exist. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured.
- D. Sound Levels: Whenever the occupational noise exposure exceeds maximum allowable sound levels, the Contractor shall provide and require the use of approved ear protective devices.
- E. Illumination: Adequate illumination shall be provided while work is in progress, including explosion-proof lights and electrical equipment. Whenever required by the Architect, the Contractor shall provide additional illumination and necessary supports to cover all areas to be inspected. The Architect shall determine the level of illumination for inspection purposes.
- F. Confined Space: When applicable it is mandatory that all work be performed in compliance with OSHA'S rules and regulations for working in confined space. Atmospheres within confined spaces as defined by the Occupational Safety and Health Administration are classified as being either a Class A, Class B or Class C environment.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Materials specified are those that have been evaluated for the specific service. Products of the Tnemec Co. are listed to establish a standard of quality. Equivalent materials of other manufacturers may be substituted on written approval of the Architect.

Basis of Design: Tnemec Company, Incorporated 101 Rice Bent Way Unit #5 Columbia, SC 29229 (803) 736-1553. Contact is Mr. Nick Vause (803) 422-3650 or nvause@tnemec.com. Or equal by

1. PPG
2. Valspar

Requests for substitution shall include manufacturer's literature for each product giving the name, product number, generic type, descriptive information, solids by volume, recommended dry film thickness, cost savings and certified test reports showing results to equal the performance criteria of the products specified herein. No request for substitution shall be considered that will decrease film thickness, the number of coats or

offer a change in the generic type of coatings specified. In addition, a list of five similar projects shall be submitted in which each product has been used and rendered satisfactory service.

Requests for product substitution shall be made at least thirty (30) days prior to bid date.

Any material savings shall be passed to the owner in the form of a contract dollar reduction.

Manufacturer's color charts shall be submitted to the Architect at least 30 days prior to paint application. General contractor and painting contractor shall coordinate work so as to allow sufficient time (five to ten days) for paint to be delivered to the jobsite.

- B. All materials shall be brought to the jobsite in original, sealed containers. They shall not be used until the Architect has inspected contents and obtained data from information on containers or labels. Materials exceeding storage life recommended by the manufacturer shall be rejected.
- C. All coatings and paints shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable coatings or paint must be stored to conform to City, County, State and Federal safety codes for flammable coating or paint materials. At all times, coating and paints shall be protected from freezing.
- D. A NACE certified technical representative from the paint manufacturer shall visit the job site to support the Contractor's personnel, the Owner and/or the Architect as needed and/or requested. Visits shall be made as needed to help with hold point inspections for the Owner or Architect. Additional visit shall be made as needed and/or requested by Owner, Architect or Contractor. 48 hours' notice is required by the Contractor for each hold point inspection.
- E. All parties, to include the owner or owners representative, architect, general contractor, installer, any subs and the product manufacture, shall meet prior to any work is started to review the spec and discuss job specific expectations, need and requirements
- F. Coating Systems

Exterior Exposed Galvanized

Surface Preparation: Remove any storage stains per Section 6.2 of ASTM D6386. Sweep (Abrasive) Blasting per ASTM D 6386 to achieve a uniform anchor profile (1.0 - 2.0 mils). The surface must be clean and dry before painting.

1st Coat: 100% Solid Inorganic Hybrid Water-Based Epoxy applied at 2.0 – 8.0 dry mils.
(performance equal to Tnemec Series 27WB-15BL Typoxy)

2nd Coat: Aliphatic Acrylic Polyurethane applied at 2.0 – 3.0 dry mils.
(performance equal to Tnemec Series 73 Endura Shield)

3rd Coat: Advanced Thermoset Solution Fluoropolymer applied at 2.0 – 3.0 dry mils.
(performance equal to Tnemec Series 1070 Fluoronar)

PART 3 – EXECUTION

3.01 GENERAL

- A. All surface preparation, coating and painting shall conform to applicable standards of the Steel Structures Painting Council, NACE, ICRI and the manufacturer's printed instructions. Material applied prior to approval of the surface by the Architect shall be removed and reapplied to the satisfaction of the Architect at the expense of the Contractor.
- B. All work shall be performed by skilled craftsmen qualified to perform the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be maintained and transfers of key personnel shall be coordinated with the Architect.
- C. The Contractor shall provide an English speaking supervisor at the work site during cleaning and application operations. The supervisor shall have the authority of sign change orders, coordinate work, and make decisions pertaining to the fulfillment of the contract.
- D. Dust, dirt, oil, grease or any foreign matter that will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved cleaning solvent and wiped dry with clean rags.
- E. The Contractor's coating and painting equipment shall be designed for application of materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air. Contractor's equipment shall be subject to approval of the Architect.
- F. Application of the first coat shall follow immediately after surface preparation and cleaning and before rust bloom or flash rusting occurs. Any cleaned areas not receiving first coat within this period shall be recleaned prior to application of first coat.

3.02 SURFACE PREPARATION

- A. The latest revision of the following surface preparation specifications of the Steel Structures Painting Council and NACE shall form a part of this specification:
 - 1. Solvent Cleaning (SSPC-SP1): Removal of oil, grease, soil and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning or similar materials and methods which involve a solvent or cleaning action.
 - 2. Hand Tool Cleaning (SSPC-SP2): Removal of loose rust, loose mill scale and other detrimental foreign matter to degree specified by hand chipping, scraping, sanding and wire brushing.
 - 3. Power Tool Cleaning (SSPC-SP3): Removal of loose rust, loose mill scale and other detrimental foreign matter to degree specified by power wire brushing, power impact tools or power sanders.
 - 4. Brush-Off Blast Cleaning (SSPC-SP7/NACE 4): Brush-off blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose coating. Tightly adherent mill scale, rust, and

coating may remain on the surface. Mill scale, rust, and coating are considered tightly adherent if they cannot be removed by lifting with a dull putty knife after abrasive blast cleaning has been performed.

5. Commercial Blast Cleaning (SSPC-SP6/NACE 3): Blast cleaning until at least 66 percent of each element of surface area is free of all visible residues.
 6. Near White Blast Cleaning (SSPC-SP10/NACE 2): Blast cleaning to nearly white metal cleanliness, until at least 95 percent of each element of surface area is free of all visible residues.
 7. Surface Preparation of Concrete (SSPC-SP13/NACE 6): This standard gives requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems.
 8. Power Tool Cleaning to Bare Metal (SSPC-SP11): This standard covers the requirements for power tool cleaning to produce a bare metal surface and to retain or produce a minimum 25 micrometer (1.0 mil) surface profile. This standard is suitable where a roughened, clean, bare metal surface is required, but where abrasive blasting is not feasible or permissible.
- B. Blast cleaning for all surfaces shall be by dry method unless otherwise directed.
- C. Particle size of abrasives used in blast cleaning shall be that which will produce a 1.5 – 2.0 mil (37.5 microns - 50.0- microns) surface profile or in accordance with recommendations of the manufacturer of the specified coating or paint system to be applied.
- D. Abrasive used in blast cleaning operations shall be new, washed, graded and free of contaminants that would interfere with adhesion of coating or paint and shall not be reused unless specifically approved by the Architect.
- E. During blast cleaning operations, caution shall be exercised to insure that surrounding existing coatings or paint are not exposed to abrasion from blast cleaning.
- F. The Contractor shall keep the area of his work and the surrounding environment in a clean condition. He shall not permit blasting materials to accumulate as to constitute a nuisance or hazard to the accomplishment of the work, the operation of the existing facilities, or nuisance to the surrounding environment.
- G. Blast cleaned surfaces shall be cleaned prior to application of specified coatings or paint. No coatings or paint shall be applied over damp or moist surfaces.
- H. Specific Surface Preparation: Surface preparation for the specific system shall be as noted in Section 2.01 Paragraphs D.

3.03 APPLICATION, GENERAL

- A. Coating and paint application shall conform to the requirements of the Steel Structures Painting Council Paint Application Specification SSPC-PA1, latest revision, for "Shop, Field and Maintenance Painting," and the manufacturer of the coating and paint materials.
- B. Thinning shall be permitted only as recommended by the manufacturer approved by the Architect, and utilizing the thinners stated in Section 2.01 Paragraphs D.

- C. Each application of coating or paint shall be applied evenly, free of brush marks, sags, runs, with no evidence of poor workmanship. Care shall be exercised to avoid lapping on glass or hardware. Coatings and paints shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.
- D. Protective coverings or drop cloths shall be used to protect floors, fixtures, and equipment. Care shall be exercised to prevent coatings or paint from being spattered onto surfaces that are not to be coated or painted. Surfaces from which materials cannot be removed satisfactorily shall be recoated or repainted as required to produce a finish satisfactory to the Architect.
- E. When two coats of coating or paint are specified, where possible, the first coat shall contain sufficient approved color additive to act as an indicator of coverage or the two coats must be of contrasting color.
- F. Film thickness per coat specified in Section 2.01 Paragraphs D are minimum required. If roller application is deemed necessary, the Contractor shall apply additional coats as to achieve the specified thickness.
- G. All material shall be applied as specified.
- H. All welds, edges and other irregular surfaces shall receive a brush coat of the specified product prior to application of the first complete coat.

3.04 COATING SYSTEMS APPLICATION

- A. After completion of surface preparation as specified for the specific system, materials shall be applied as noted in Section 2.01 Paragraphs D.

3.05 COLOR SCHEME

- A. Colors: Submittals will be made to the Architect for approval prior to application.
 - 1. Galvanized Steel Headers : Match Brick Color
 - 2. Galvanized Circular Window Headers/Supports : Match Precast Color

3.06 SOLVENT VAPOR REMOVAL

- A. Where appropriate all solvent vapors shall be completely removed by suction-type exhaust fans and blowers before placing in operating service.

3.07 CLEAN UP

- A. Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site or destroyed in a manner approved by the Architect. Coating or paint spots and oil or stains upon adjacent surfaces shall be removed and the jobsite cleaned. All damage to surfaces resulting from the work of this section shall be cleaned, repaired, or refinished to the satisfaction of the Architect at no cost to the Owner.

3.8 WARRANTY

- A. The Contractor will warrant the work free of defects in material and workmanship for a period of one year from the acceptance of the work. At the end of one year, the Contractor will return for a one-year anniversary inspection of the work. The Contractor

will correct any deficiencies found with no cost to the owner. Inspections shall be conducted in to conform to owners spec.

END OF SECTION 099600

SECTION 31 3116 - TERMITE CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Soil treatment with termiticide.
- B. Related Sections include the following:
 - 1. Division 06 Section "Rough Carpentry" for wood preservative treatment by pressure process.

1.3 PERFORMANCE REQUIREMENTS

- A. Service Life of Soil Treatment: Soil treatment by use of a termiticide that is effective for not less than five years against infestation of subterranean termites.

1.4 SUBMITTALS

- A. Product Data: For termiticide.
 - 1. Include the EPA-Registered Label for termiticide products.
- B. Product Certificates: For termite control products, signed by product manufacturer.
- C. Qualification Data: For Installer of termite control products.
- D. Soil Treatment Application Report: After application of termiticide is completed, submit report for Owner's record information, including the following:
 - 1. Date and time of application.
 - 2. Moisture content of soil before application.
 - 3. Brand name and manufacturer of termiticide.

4. Quantity of undiluted termiticide used.
5. Dilutions, methods, volumes, and rates of application used.
6. Areas of application.
7. Water source for application.

E. Warranty: Special warranty specified in this Section.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A specialist who is licensed according to regulations of authorities having jurisdiction to apply termite control treatment and products in jurisdiction where Project is located.
- B. Regulatory Requirements: Formulate and apply termiticides according to the EPA-Registered Label.
- C. Source Limitations: Obtain termite control products from a single manufacturer for each product.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: To ensure penetration, do not treat soil that is water saturated or frozen. Do not treat soil while precipitation is occurring. Comply with requirements of the EPA-Registered Label and requirements of authorities having jurisdiction.

1.7 COORDINATION

- A. Coordinate soil treatment application with excavating, filling, grading, and concreting operations. Treat soil under footings, grade beams, and ground-supported slabs before construction.
- B. Apply borate treatment after framing, sheathing, and exterior weather protection is completed but before electrical and mechanical systems are installed.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form, signed by Applicator and Contractor certifying that termite control work, consisting of applied soil termiticide treatment, will prevent infestation of subterranean termites. If subterranean termite activity or damage is discovered during warranty period, re-treat soil and repair or replace damage caused by termite infestation.

1. Warranty Period: Five years from date of Substantial Completion.

1.9 MAINTENANCE SERVICE

- A. Continuing Service: Beginning at Substantial Completion, provide 12 months' continuing service including monitoring, inspection, and re-treatment for occurrences of termite activity. Provide a standard continuing service agreement. State services, obligations, conditions, and terms for agreement period; and terms for future renewal options.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Termiticides:
 - a. Aventis Environmental Science USA LP; Termidor.
 - b. Bayer Corporation; Premise 75.
 - c. Dow AgroSciences LLC; Dursban TC.
 - d. FMC Corporation, Agricultural Products Group; Talstar.
 - e. Syngenta; Demon TC.

2.2 SOIL TREATMENT

- A. Termiticide: Provide an EPA-registered termiticide complying with requirements of authorities having jurisdiction, in an aqueous solution formulated to prevent termite infestation. Provide quantity required for application at the label volume and rate for the maximum termiticide concentration allowed for each specific use, according to product's EPA-Registered Label.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for moisture content of soil, interfaces with earthwork, slab and foundation work, landscaping, and other conditions affecting performance of termite control.
 - 1. Proceed with application only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Comply with the most stringent requirements of authorities having jurisdiction and with manufacturer's written instructions for preparation before beginning application of termite control treatment. Remove all extraneous sources of wood cellulose and other edible materials such as wood debris, tree stumps and roots, stakes, formwork, and construction waste wood from soil within and around foundations.

- B. Soil Treatment Preparation: Remove foreign matter and impermeable soil materials that could decrease treatment effectiveness on areas to be treated. Loosen, rake, and level soil to be treated except previously compacted areas under slabs and footings. Termiticides may be applied before placing compacted fill under slabs if recommended in writing by termiticide manufacturer.
 - 1. Fit filling hose connected to water source at the site with a backflow preventer, complying with requirements of authorities having jurisdiction.

3.3 APPLICATION, GENERAL

- A. General: Comply with the most stringent requirements of authorities having jurisdiction and with manufacturer's EPA-Registered Label for products.

3.4 APPLYING SOIL TREATMENT

- A. Application: Mix soil treatment termiticide solution to a uniform consistency. Provide quantity required for application at the label volume and rate for the maximum specified concentration of termiticide, according to manufacturer's EPA-Registered Label, to the following so that a continuous horizontal and vertical termiticidal barrier or treated zone is established around and under building construction. Distribute treatment evenly.
1. Slabs-on-Grade and Basement Slabs: Underground-supported slab construction, including footings, building slabs, and attached slabs as an overall treatment. Treat soil materials before concrete footings and slabs are placed.
 2. Foundations: Adjacent soil including soil along the entire inside perimeter of foundation walls, along both sides of interior partition walls, around plumbing pipes and electric conduit penetrating the slab, and around interior column footers, piers, and chimney bases; also along the entire outside perimeter, from grade to bottom of footing. Avoid soil washout around footings.
 3. Crawlspace: Soil under and adjacent to foundations as previously indicated. Treat adjacent areas including around entrance platform, porches, and equipment bases. Apply overall treatment only where attached concrete platform and porches are on fill or ground.
 4. Masonry: Treat voids.
 5. Penetrations: At expansion joints, control joints, and areas where slabs will be penetrated.
- B. Avoid disturbance of treated soil after application. Keep off treated areas until completely dry.
- C. Protect termiticide solution, dispersed in treated soils and fills, from being diluted until ground-supported slabs are installed. Use waterproof barrier according to EPA-Registered Label instructions.
- D. Post warning signs in areas of application.
- E. Reapply soil treatment solution to areas disturbed by subsequent excavation, grading, landscaping, or other construction activities following application.

END OF SECTION 313116



05 September 2017

To:	Plan Holders
From:	Tommy Barry
Cc:	All Attendees

Meeting Minutes

RE: Admissions & Visitors
UNC Charlotte
SCO ID#: 15-12632-02A
WTS# 1604

Date of Meeting	Pre-Bid Meeting 08.31.2017
Time	2:00 PM
Location	University of North Carolina at Charlotte 9201 University City Boulevard Charlotte, NC 28223 College of Health and Human Services – 145
Attending	See attached sign-in sheet.

A. Dorothy Vick and Elizabeth Frere with University of North Carolina at Charlotte (UNCC) opened the meeting verifying that this is not a mandatory pre-bid meeting. A sign-in sheet was passed among the attendees and was signed by all attendees. Michael Watson with Watson Tate Savory (WTS) introduced the members of the design team present at the meeting, and reviewed the agenda items for the meeting. (See the attached PowerPoint presentation that was presented during the meeting):

1. Project Design: Tommy Barry with WTS walked through an overview of the site logistics, site and building design.
 - a. Overview:
 - i. The Admissions and Visitors Building is a 18,676 GSF building.
 - ii. The estimated project value is within the \$5.5M to \$6.2M range.
 - iii. The building is to house UNC Charlotte's Undergraduate Admissions Dept. and also serve as a Visitor Welcome Center to individuals visiting campus.
 - iv. The construction type is IIB non-separated mixed use occupancy.
 - v. Special Inspections are required for this project.
 - vi. All construction material testing will be completed by the Owner, under a separate contract.

- vii. The University anticipates being under contract with the selected GC by mid November 2017. The GC is to mobilize immediately after this date. The project duration is scheduled for 365 days. The owner's goal is to have final completion mid November 2018.
 - a. Updates to Project Manual with correct dates to be issued in upcoming addenda.
 - viii. The building is sprinkled.
- b. Site Location:
- i. Site location is along University City Drive, between Alumni Way, located at the end of the band practice field, just south of RDH and east of South Village (SOVI).
 - ii. The building will be located on and to the east of the existing tennis courts, which are part of the demolition required for the project.
- c. Site Logistics:
- i. Marching band practice field to remain.
 - ii. Protect trees along Alumni Way.
 - iii. Align new bus turnaround with Sanford Lane.
 - iv. Irrigation in existing practice field to remain. An allowance and unit price has been provided for line closest to the building.
 - v. Lot 8 expansion (McAdams) to occur during last 3-4 months of construction. The lay down area is decreased to actual project site.
 - vi. UNCC is in the process of relocating new gas main this should be complete before construction.
 - vii. Existing construction road access directly onto site on University City will remain for use, but will be removed as part of this project.
 - viii. Maintain roadways, construction fencing around work site.
 - ix. Toilet facilities by portable unit by GC.
- d. Construction Staging:
- i. GC can use project site for laydown area.
 - ii. As mentioned, existing construction road access on University City will remain for use, but will be removed as part of this project.
 - iii. Maintain roadways, construction fencing around work site.
- e. Sensitive Areas:
- i. Rec fields need to be protected. This includes irrigation lines that serve the rec fields. There is an allowance and unit price included in case lines are disturbed, but GC is expected to be cautious and locate prior to digging at the edge of the field.
 - ii. Main entrance on campus shall not be used for construction vehicles.
- f. Construction Site Access:
- i. A temporary entrance is available for used directly to site from University Boulevard until it will be removed as part of this project.

- ii. Cameron Blvd is the alternate entrance once the temporary site entrance is removed.

g. Site Utilities:

- i. Site Civil:
 - a. It was noted that the Gas line main relocation on-site is separate.
 - b. Jeff Smith with Bulla Smith Design Engineering (BSDE) briefly touched on the components of the Storm Water, Sewer and Domestic/Fire Water design as illustrated in the bid documents.
 - c. Jeff also highlighted that at project completion, an as-built site utility survey is required for this project, with utility locations provided in X,Y,Z coordinates. The requirements of this survey are located in the bidding documents.
- ii. Site HVAC:
 - a. Ron Almond with Optima Engineering briefly touched on the components of the RUP connection, Hot/Chilled Water, and Steam connections. The items are documented in detail in the bid documents.
- iii. Site Electrical:
 - a. Ron Almond with Optima Engineering briefly touched on the components of the New Switch, Transformer, Cart Charging stations, and site lighting. The items are documented in detail in the bid documents.

h. Floor Plans:

- i. Level 1: The programmed space in the building includes a welcome lobby for guests. This lobby will also be the pre-function for the 150 person auditorium and 50 person meeting rooms located on level one. These rooms will accommodate information sessions for regular programs and possibly other activities for the university in evening hours. The lobby has what we are calling a cater to kitchen for refreshments and vending for visitors that can function as a place for catering to set up for occasional special events. There is a reception desk in the lobby. Off the lobby, is the visitors suite. This is both offices and touch down space for the visit staff and student tour guides. There are also two interview rooms located off the lobby for student interviews where the group may be larger than an office can accommodate comfortably.
 - ii. Level 2: Level 2 houses the undergraduate admission office and the processing office for admissions. This is primarily staff offices, but also will have a small reception area, break room and conference area.
 - iii. There are two 2 story high interior spaces – in the north end of the main Lobby and the east end of the Auditorium.
- i. Exterior and Interior Rendering views included in the PowerPoint presentation were shown. The following items were noted:
- i. The primary building finish is Brick Masonry.
 - ii. Upper cornices and details at column capitals are FRP.

- iii. There is a small amount of precast on the building at the circular windows and at the caps of the site walls outside of the building.
- iv. FRP Trellis on Porch. See Alternates for the Porch roofs.
- v. The roof is an asphalt shingle roof with cold form metal framing back up and trusses.
- vi. The building structure is a composite slab/steel structure.

2. Bidding Overview:

- a. All information is included on the Notice to Bidders. Michael Watson and Tommy Barry noted that GC's interested in bidding are to Follow instructions in the instructions to bidders and notice to bidders.
- b. Plans are available as follows:
 - i. Electronic copies of the plans, specifications and contract documents will also be provided electronically to all bidders. Contact for electronic plans and specifications: Watson Tate Savory, Inc.
 - a. Please notify Tommy Barry (tbarry@watsonatesavory.com) by email with Subject line exactly as follows: "Admissions Visitors; (your company name); BID DOCUMENT REQUEST".
 - b. Include your company name, contact information, emails, and phone numbers in the body of your email. A bidders list will be developed from this information.
 - c. cc: jhartenstine@watsonatesavory.com
 - ii. Digital (Electronic) plans, specifications and contract documents are available at the following:
 - a. Construct Connect at content@constructconnect.com, (800) 364-2059
 - b. North Carolina Offices of Dodge Data & Analytics (formerly McGraw-Hill Construction) – Customer Service – (800) 393-6343
 - c. Metrolina Minority Contractors Association (MMCA) – mmca@mmcaofcharlotte.org, (877) 526-6205
 - iii. To Obtain Hard Copies:
 - a. Plan Deposit to Watson Tate Savory, Inc. for \$450.00 for a hard set. Full refund will be given to GC's whose sets (drawings and project manual) are returned in good condition.
- c. Bidding Milestone Dates & Procedures:
 - i. September 14 at 2:00 pm EST-Last day/time to receive Substitution Requests.
 - ii. It was noted that any substitution requests must follow the Division 1 Specification section for Substitution and use the submittal form included therein.
 - iii. For last RFI is Wednesday September 14th at 2:00 pm EST in order to allow answers to be given prior to the last addendum.
 - a. GC RFI's to be made in writing to Jana Hartenstine @ jhartenstine@watsonatesavory.com.
 - b. Jana will reply to confirm the email was received. If you don't receive a reply stating the question has been received, it is your

- responsibility to follow up with a phone call or to make sure it did not go to junk mail. 704-749-5181 x10.
- iv. The last addendum will go out before 12 pm EST on Thursday September 21st.
 - v. Sealed bids will be accepted from GC's until Thursday September 28, 2017 EST in Room 119 of the Facilities Design and Construction Building on the UNC Charlotte campus. Clock set by Google.
 - vi. Bidders who will not attend the Bid Opening need to ensure their sealed bids are delivered no later than 12:00 p.m. Thursday, September 28, 2017 to the following: Mailed Proposals TO GO TO:
 - a. Attn: Ms. Joyce Clay – Capital Projects The University of North Carolina at Charlotte Facilities Management – Capital Projects 9201 University City Boulevard Charlotte, NC 28223-0001
 - b. Follow instructions on instructions to bidders.
 - c. Bids to be clearly marked per NCGS 143-132 in sealed envelopes.
 - d. Acknowledge all addenda on proposal page. Complete signature page.
 - e. Completely fill in Form of Proposal including Alternates and Owner Preferred Alternates, Unit Prices and all Minority Business participation requirement and provide Affidavit A or B, which Dorothy Vick will review.
 - f. Provide Bid Bond.
 - g. Soils report is provided in Project Manual for the Project Site and the neighboring Lot 8 Site.
 - i. General Site Rock, Trench Excavation and Unsuitable Soils are included in the Project Manual.
- d. Michael Watson read through the list of Unit Prices and Allowances in the project.
- i. The list of Unit Prices and Allowances are in the project manual.
- e. This meeting will serve as a public hearing for the Owner Preferred Alternates. Owner Preferred Alternates are listed in the Project Manual Alternates Section 012300 and the Bid Advertisement and include:
- i. OPA #01: EXIT DEVICES
 - a. Base Bid: As Specified
 - b. OPA: VON DUPRIN 98 SERIES EXIT DEVICES
 - ii. OPA #2: DOOR CLOSERS
 - a. Base Bid: As Specified
 - b. OPA: LCN 4011/4111 Series Closers
 - iii. OPA #3: AUTO OPENERS
 - a. Base Bid: As Specified
 - b. OPA: LCN 9500 Auto Opener
 - iv. OPA #4: LOCKSETS

- a. Base Bid: As Specified
- b. OPA: SCHLAGE LOCKSETS

- v. OPA #5: ACCESS CONTROL
 - a. Base Bid: As Specified in Division 28.
 - b. OPA: OPEN OPTIONS

- vi. OPA #6: BRICK PAVERS
 - a. 1. Base Bid: As Specified
 - b. OPA: PINEHALL BRICK ENGLISH PAVE. After brick laying is complete, quartz sand or hard rock screenings shall be swept over the brick and repeated for a minimum total of three "wet/dry" applications. More applications may be required at no extra cost, if necessary to stabilize the pavers and fill voids between bricks.

- vii. OPA #7: FACE BRICK
 - a. Base Bid: As Specified
 - b. OPA: FORTERRA BRICK "MORROCROFT SPECIAL MODULAR WITH WATERTABLE AS INDICATED.

- viii. OPA #8: FIRE ALARM SYSTEM
 - a. Base Bid: As Specified
 - b. OPA: Simplex Grinnell to provide Fire Alarm System

- ix. OPA #9: AUDITORIUM LIGHTING CONTROL SYSTEM
 - a. Base Bid: As Specified
 - b. OPA: CRESTRON SYSTEM

- x. OPA #10: ELECTRICAL SWITHGEAR
 - a. Base Bid: As Specified
 - b. OPA: PME S&C Switch

- xi. OPA #11: KNOX BOX
 - a. Base Bid: As Specified
 - b. OPA: Knox 1300 Series Cabinet. Include UL Listing of Equipment.

- xii. OPA #12: KEY SYSTEMS SECURITY ACCESS MANAGEMENT SYSTEM
 - a. Base Bid: As Specified
 - b. OPA: Locking Systems International 32 key K1C1827032G with 2690315 Card Reader and onsite UL inspection (On Site UL Inspection to be include in GC Bid).

- f. Michael Watson noted that alternates have been included per state guidelines and read through the alternate list. The detailed list of alternates are defined in Section 012300 of the Project Manual and throughout the Construction Documents:

3. HUB utilization goals on the Admissions and Visitors center are 15% participation. Dorothy Vick with UNC Charlotte reviewed the "Good Faith Effort" guidelines for this project.
 - a. Dorothy Vick noted that alternates within the project may or may not be accepted, therefore Bidders should aim to include the 15% participation in the base bid scope of the project. Bidders are to put HUB % in Base Bid Form.
 - b. Anyone that needs assistance finding minority firms in specific trade categories needs to contact Dorothy no later than September 18th at 12:00 noon EST.
 - c. The "Good Faith Effort" Requirements document will be posted to the UNC Charlotte Facilities website along with the sign-in sheets immediately following the meeting.
 - d. Follow-up phone calls are required to HUB firms after email requests for bids have been sent out by the GC.
 - e. GCs may get 20 points for using Quick Pay (7 Days), but HUB firms have to acknowledge.
 - f. Bonding can be waived for HUB firms.
4. Other Items Discussed
 - a. GC will have to allow for schedule impacts from football games, graduations, and other major events on campus during the course of the project.
 - b. Dorothy Vick and Doug Walters noted that the GC will need to be mindful with scheduling and coordinating noisy construction activities due to the proximity of the project site to student housing. Louder activities should not be scheduled earlier than 8 am. Other noise restrictions may be required during exam study periods at the end of the semesters.
5. Meeting attendees were asked to state their name, company and whether you are a GC, sub or manufacturer rep or other.
6. At the conclusion of the meeting, attendees were invited to walk the site together and observed the area of work for this project.
7. Bidder Questions:

Question #	Question	Response
01	Can the deadline for RFI's and Substitution Requests be extended beyond the September 14 th date?	No, the deadline for substitution requests and RFI's will not be extended at this time.
02	When is the anticipated Notice to Proceed?	The anticipated Notice to Proceed will be in mid to late November 2017.
03	Is the Water and Sewer system owned by UNC Charlotte or CMUD?	The system is owned by UNC Charlotte.
04	Where will the location for construction staging be during the last 3-4 months of construction once the neighboring Lot 8 extension	During the Summer month, when student population on campus is lower, the University allocates space in Lot 6 for construction staging. During the Fall, Winter and Spring months, space within the parking lot at Starlight Cinema on

	project starts?	Highway 29 will be available for construction staging.
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Attachments: Pre-Bid Meeting sign-in sheet (5 pages)
UNCC_A&V PREBID PPT (PDF of PowerPoint Presentation)

END OF MINUTES

Admissions and Visitors - Bidders List & Bidding Documents Log

Bidder List & Document Log

GC	Company	Contact	E-mail	Phone	Street Address	Hard Copy #
Y	Messer Construction Co.	Jake Fromholt	JFromholt@messer.com	(704) 679-6000	4201 Stuart Andrew Blvd - Suite B Charlotte, NC 28217	-
Y	Randolph & Son Builders, Inc.	Joel Randolph	Joel@randolphbuilders.com	(704) 588-7116	PO Box 410283 Charlotte, NC 28241	-
Y	Walbridge	Abby Smith	asmith@walbridge.com		8514 McAlpine Park Dr # 130 Charlotte, NC 28211	-
Y	Shiel Sexton Company, Inc.	Josh Craft	jcraft@shiels Sexton.com	(704) 679-4050	5950 Fairview Road, Suite 400 Charlotte, NC 28210	-
Y	Clancy & Theys Construction Company	John "Trip" McCrimmon	tripmccrimmon@clancythey.com	(704) 357-6602	7730 England Street Charlotte, NC 28273	-
Y	W.C. Construction Company, LLC	Chris Hoover	chrish@wccconstructionco.com	(336) 721-3420	3680 Westgate Center Cir Winston-Salem, NC 27103	-
Y	I. L. Long Construction Co, Inc.	Ken Bell	kbell@llong.com	(336) 661-1887	P.O. Box 4186 4117 Indiana Ave. Winston-Salem, NC 27115	-
Y	Leitner Construction Co.	Jack Leitner	jack@leitnerconstructionco.com	(803) 324-5665	1800 Saluda Rd. Rock Hill, SC 29730	-
Y	Edison Foard	Mike Hill	mhill@edisonfoard.com	(704) 329-8000 ext. 130	P.O. Box 19888 Charlotte, NC 28219-0888	-
Y	Metcon	Russell Partin	rpartin@metconus.com	(980) 209-9680	2905 Queen City Drive, Unit-B Charlotte, NC 28208	-
Y	JM Cope	Greg Hedrick	ghedrick@jmcpe.com	(803) 329-3250	1069 Bayshore Drive P.O. Box 4047 Rock Hill, SC 29732	-
Y	MV Momentum	Steve Meachum	smeachum@mvmomentum.com	(704) 672-6033	610 B Minuet Lane Suite 106 Charlotte, NC	-

9/6/2017

SUBSTITUTION REQUEST

Project: Admissions & Visitors Center; UNC Charlotte
 Arch MEP/FP Struct/Civil/Land
To: Watson Tate Savory, Inc.
c/o Jana Hartenstine AIA /Tommy Barry
jhartenstine@watsonatesavory.com
tbarry@watsonatesavory.com

Substitution Request Number: (To Be Assigned)
From: _____
Date: 08-30-17
A/E Project Number: 1604
Contract For: Admissions & Visitors Center

Re:

Specification Title: Louvers and Vents Description: _____
Section: 089000 Page: 4 Article/Paragraph: 2.3.A.1 & 2.4.A.1

Proposed Substitution: AWV model LE-31 and Marquis Grille
Manufacturer: AWV Address: Holland, OH Phone: 419-865-5000
Trade Name: Drainable blade louver and Grille Model No.: LE-31 and Marquis Grille
Installer: _____ Address: _____ Phone: _____

History: New product 2-5 years old 5-10 yrs old More than 10 years old

Differences between proposed substitution and specified product: See attached product comparison sheet.

Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: Substitution for convenience

Similar Installation:

Project: Aiken High School Architect: LS3P
Address: 449 Rutland Dr Owner: Aiken County Schools
Aiken, SC 29801 Date Installed: 06-01-2017

Proposed substitution affects other parts of Work: No Yes; explain _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

**SUBSTITUTION
REQUEST**
(Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: Dan Hogan

Signed by: 

Firm: Robert Bates Company

Address: 520 S Holden Road


Greensboro, NC 27407

Telephone: 336-299-1108

Attachments: Product comparison sheets and detail sheets

A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 33 00.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 33 00.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: 

Date: **09.06.2017**

Additional Contractor

Contractor

Subcontractor

Supplier

Manufacturer

A/E

The louver is accepted, but the grille is not. The width (visual) of the blades do not match the aesthetic intent.

SUBSTITUTION REQUEST

Project: Admissions & Visitors Center; UNC Charlotte
 Arch MEP/FP Struct/Civil/Land

To: Watson Tate Savory, Inc.
c/o Jana Hartenstine AIA /Tommy Barry
jhartenstine@watsonatesavory.com
tbarry@watsonatesavory.com

Substitution Request Number: (To Be Assigned)
From: _____
Date: _____
A/E Project Number: 1604
Contract For: Admissions & Visitors Center

Re: _____

Specification Title: Prefin Cellular PVC Synthetic Millwork Fabrication Description: _____
Section: 066200 Page: _____ Article/Paragraph: _____

Proposed Substitution: C3 Pergola by Cheyenne Company
Manufacturer: Cheyenne Co. Address: 68 E Dudleytown Rd Phone: 860-286-8840
Trade Name: _____ Bloomfield, CT 06002 Model No.: _____
Installer: _____ Address: _____ Phone: _____
History: New product 2-5 years old 5-10 yrs old More than 10 years old
Differences between proposed substitution and specified product: Cheyenne C3 Pergolas conform to project design and material specifications

Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: New supplier

Similar Installation:

Project: Woodberry Forest School Architect: Bartzen + Ball Architecture
Address: 898 Woodberry Forest Rd Owner: Woodberry Forest School
Woodberry Forest, VA Date Installed: Summer 2015


Proposed substitution affects other parts of Work: No Yes; explain _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

**SUBSTITUTION
REQUEST
(Continued)**

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: Trevor Forbes
Signed by: 
Firm: Cheyenne Company
Address: 68 E Dudleytown Rd
Bloomfield, CT 06002
Telephone: 860-286-8840 www.cheyennecompany.com
Attachments: Cheyenne C3 Pergola Specs
Approved Shop Drawings for Woodberry Forest School Project

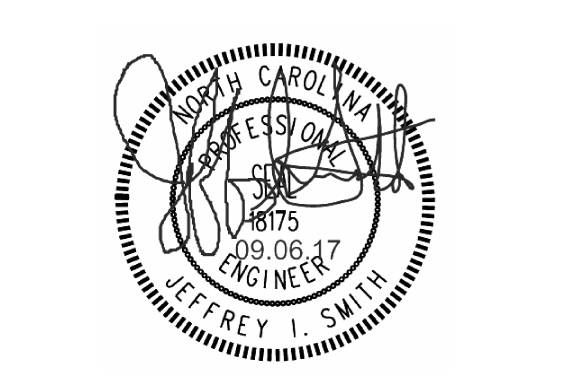
A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 33 00.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 33 00.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

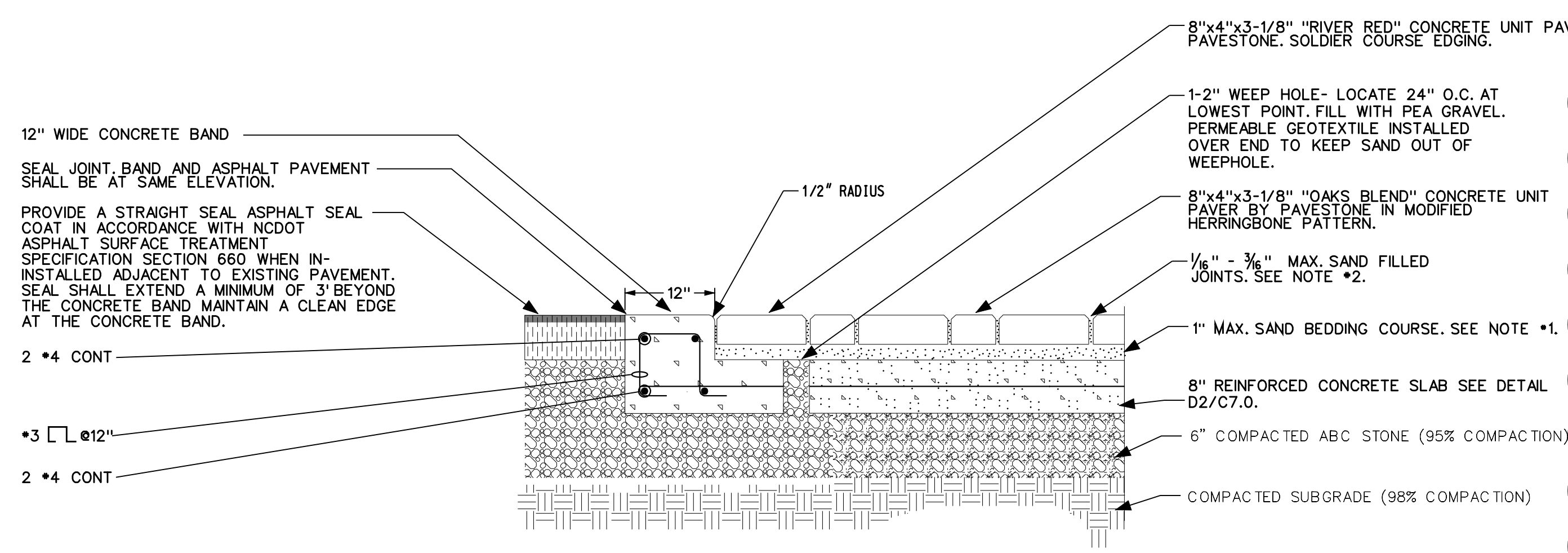
Signed by:  Date: **09.06.2017**

Additional Comments: Contractor Subcontractor Supplier Manufacturer A/E _____

PVC installed to be approved by Manufacturer. Note that drawings require delegated design by a North Carolina Structural Engineer of Record with current seal affixed to design documents.

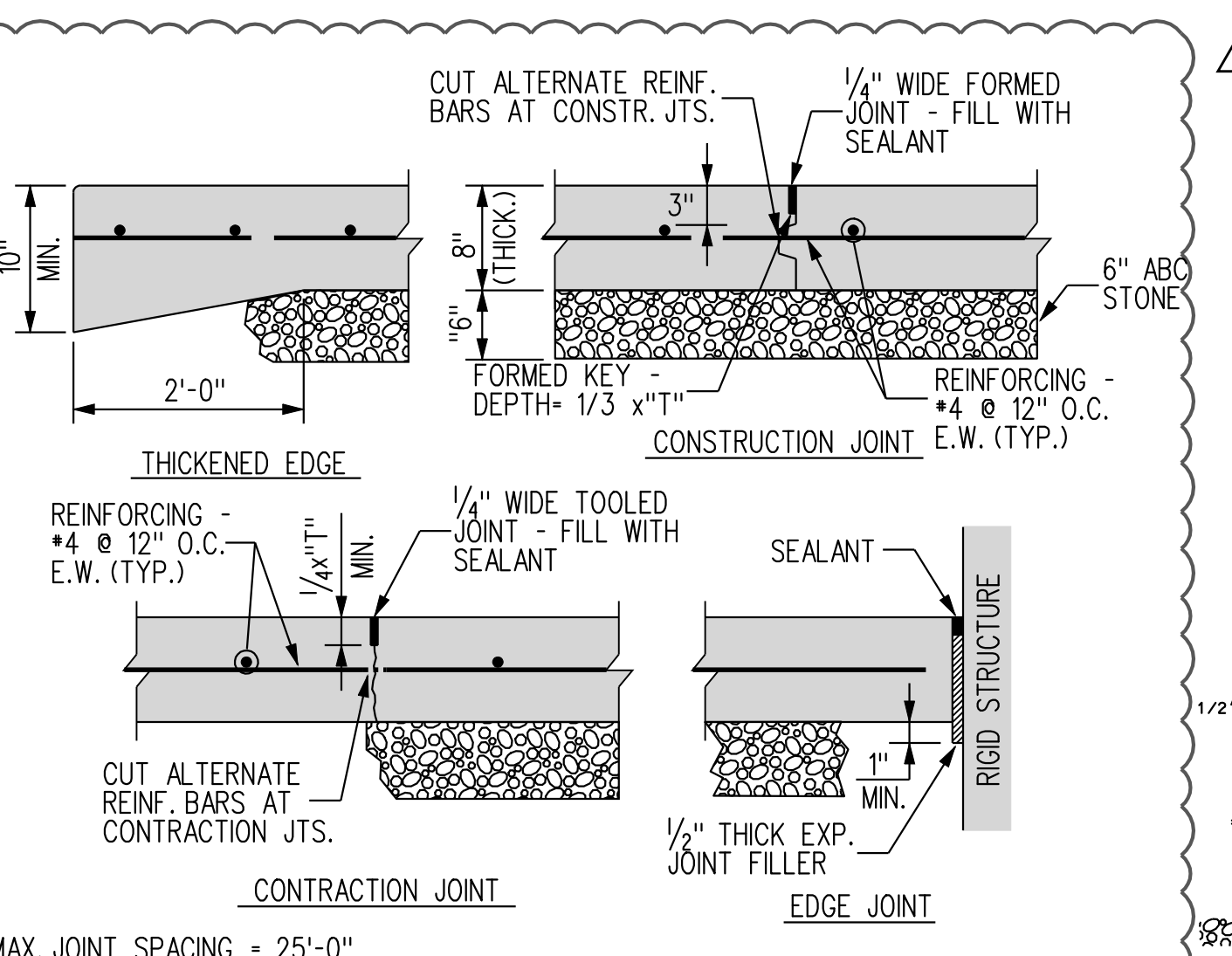


ISSUE DATE:	08.24.2017	
PHASE:	BID SET	
#	DATE	REVISION
1	09.06.17	ADDENDUM 01

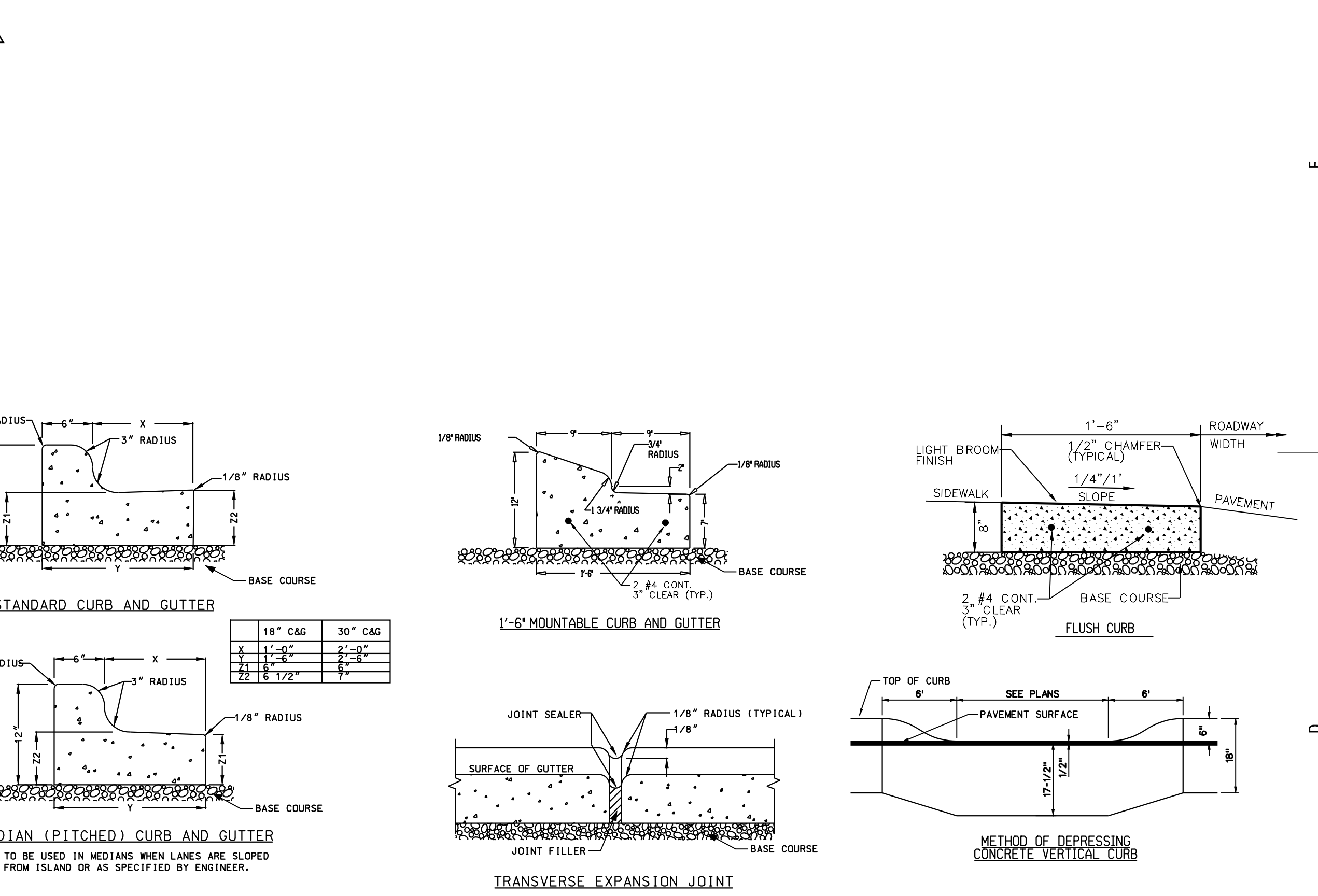


- NOTES:
1. THE SAND BEDDING COURSE SHALL BE COURSE, HARD SAND MEETING ASTM C33 MODIFIED TO ALLOW NO MORE THAN 1% PASSING THE #200 SIEVE.
 2. THE JOINT SAND SHALL BE POLYMERIC SAND, HP POLYMERIC BY TECHNISEAL (1-800-465-7325) OR APPROVED EQUIVALENT. POLYMERIC SAND SHALL BE INSTALLED BY MANUFACTURER'S RECOMMENDATIONS. THE POLYMERIC SAND COLOR SHALL CLOSELY MATCH COLOR OF GRANITE SCREENINGS USED ELSEWHERE ON PROJECT.
 3. THE MAXIMUM LONGITUDINAL SLOPE SHALL BE 5% AND THE MAXIMUM CROSS SLOPE SHALL BE 2%. ANY INSTALLED SECTIONS EXCEEDING THESE MAXIMUM SLOPES MUST BE REMOVED AND RE-INSTALLED CORRECTLY AT NO ADDITIONAL COST TO THE OWNER.

D1 Brick Paver Crosswalk Section No Scale

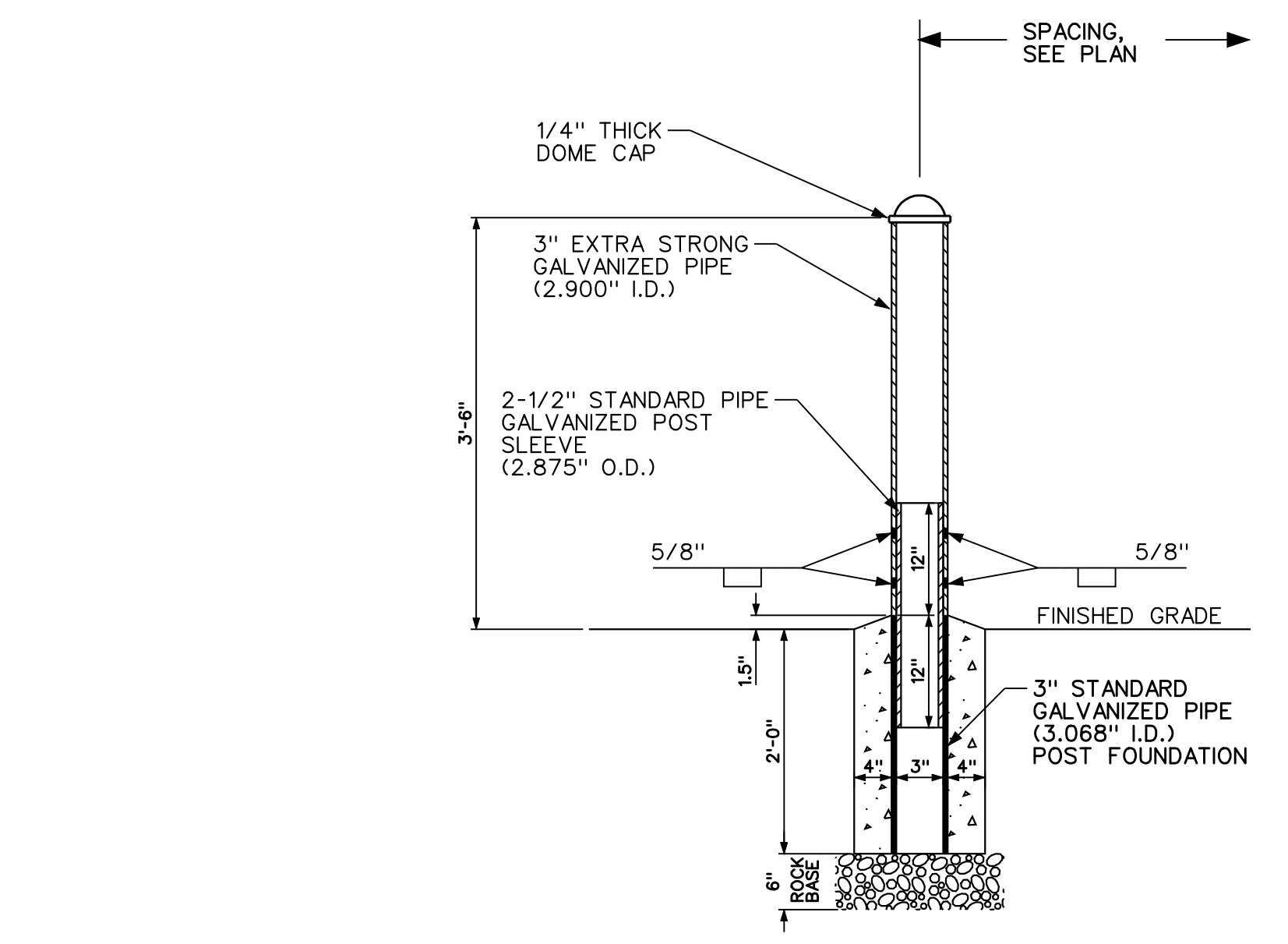


D2 Reinforced Concrete Pavement No Scale



- NOTES:
1. CONTRACTION JOINTS SHALL BE SPACED AT 10-FOOT INTERVALS. FOR VALLEY GUTTER, A 15-FOOT SPACING MAY BE USED WHEN A MACHINE IS USED. JOINT SPACING MAY BE ALTERED BY THE ENGINEER TO PREVENT UNCONTROLLED CRACKING. CONTRACTION JOINTS MAY BE INSTALLED BY THE USE OF TEMPLATES OR FORMED BY OTHER APPROVED METHODS, WHERE SUCH JOINTS ARE NOT FORMED BY TEMPLATES, A MINIMUM DEPTH OF 1 1/2\"/>
 - 2. ALL EXPANSION JOINTS SHALL BE SPACED AT 90-FOOT INTERVALS AND ADJACENT TO ALL RIGID OBJECTS. JOINTS SHALL MATCH LOCATIONS WITH JOINTS IN ADJUTING SIDEWALK.
 - 3. CONCRETE COMPRESSIBLE STRENGTH SHALL BE 3600 P.S.I. IN 28 DAYS.
 - 4. CURB SHALL BE DEPRESSED AT INTERSECTIONS TO PROVIDE FOR FUTURE ACCESSIBLE RAMPS.
 - 5. TOP 6\"/>
 - 6. TOP 6\"/>
 - 7. A BASE COURSE OF 3/4\"/>

A1 Curb And Gutter No Scale



- NOTES:
1. CONCRETE SHALL BE 5000 PSI COMPRESSIVE STRENGTH.
 2. ALL WELDS SHALL BE GROUND AND FINISHED SMOOTH.
 3. EXPOSED METAL SHALL BE PAINTED WITH (2) COATS OF ENAMEL MALAGA GREEN.

C1 3\"/>

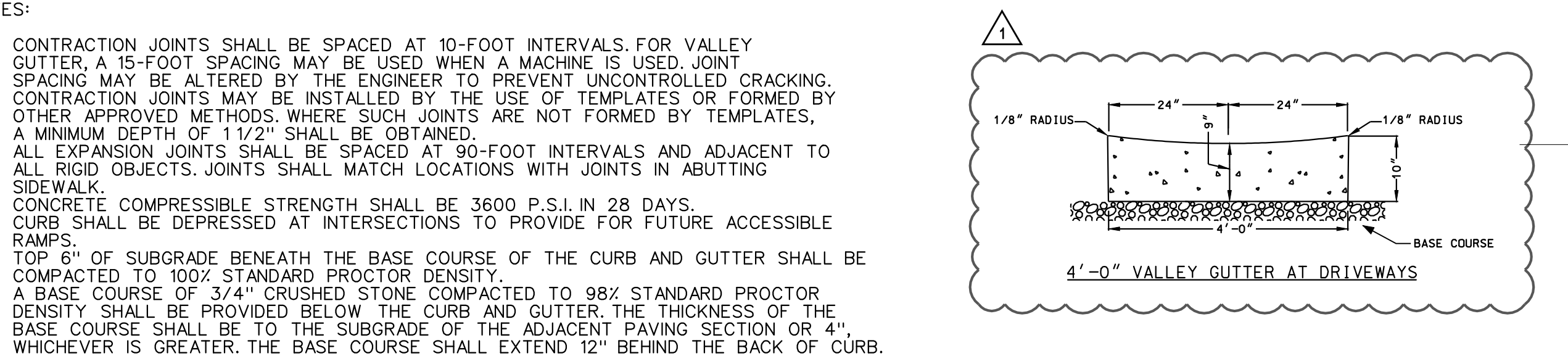


- NOTES:
1. CONCRETE SHALL BE 5000 PSI COMPRESSIVE STRENGTH.
 2. ALL WELDS SHALL BE GROUND AND FINISHED SMOOTH.
 3. EXPOSED METAL SHALL BE PAINTED WITH (2) COATS OF ENAMEL MALAGA GREEN.

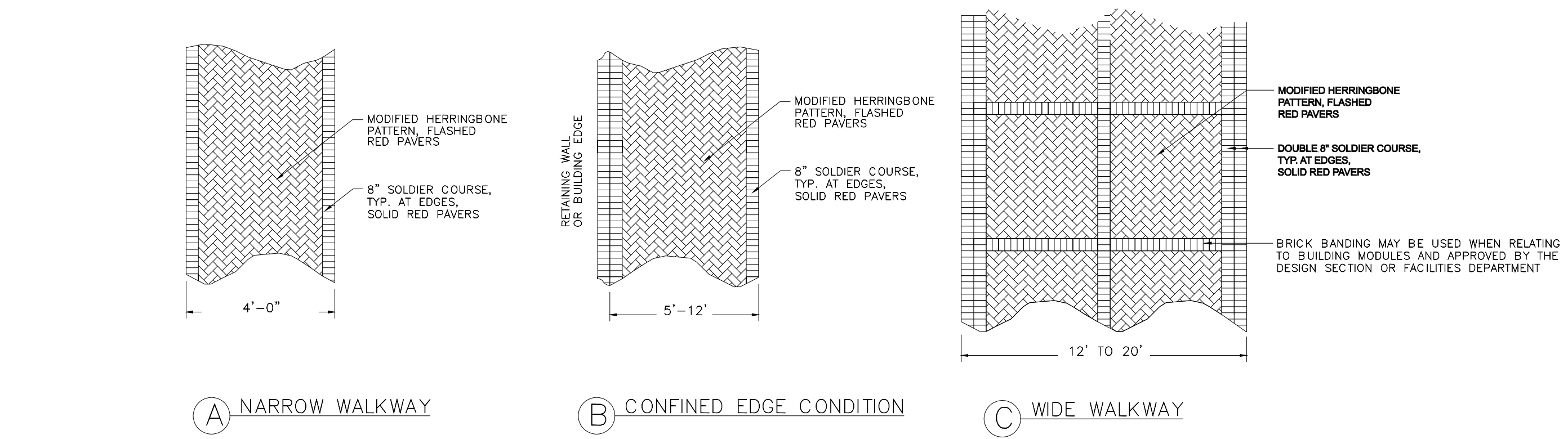
D1 Reinforced Concrete Pavement No Scale



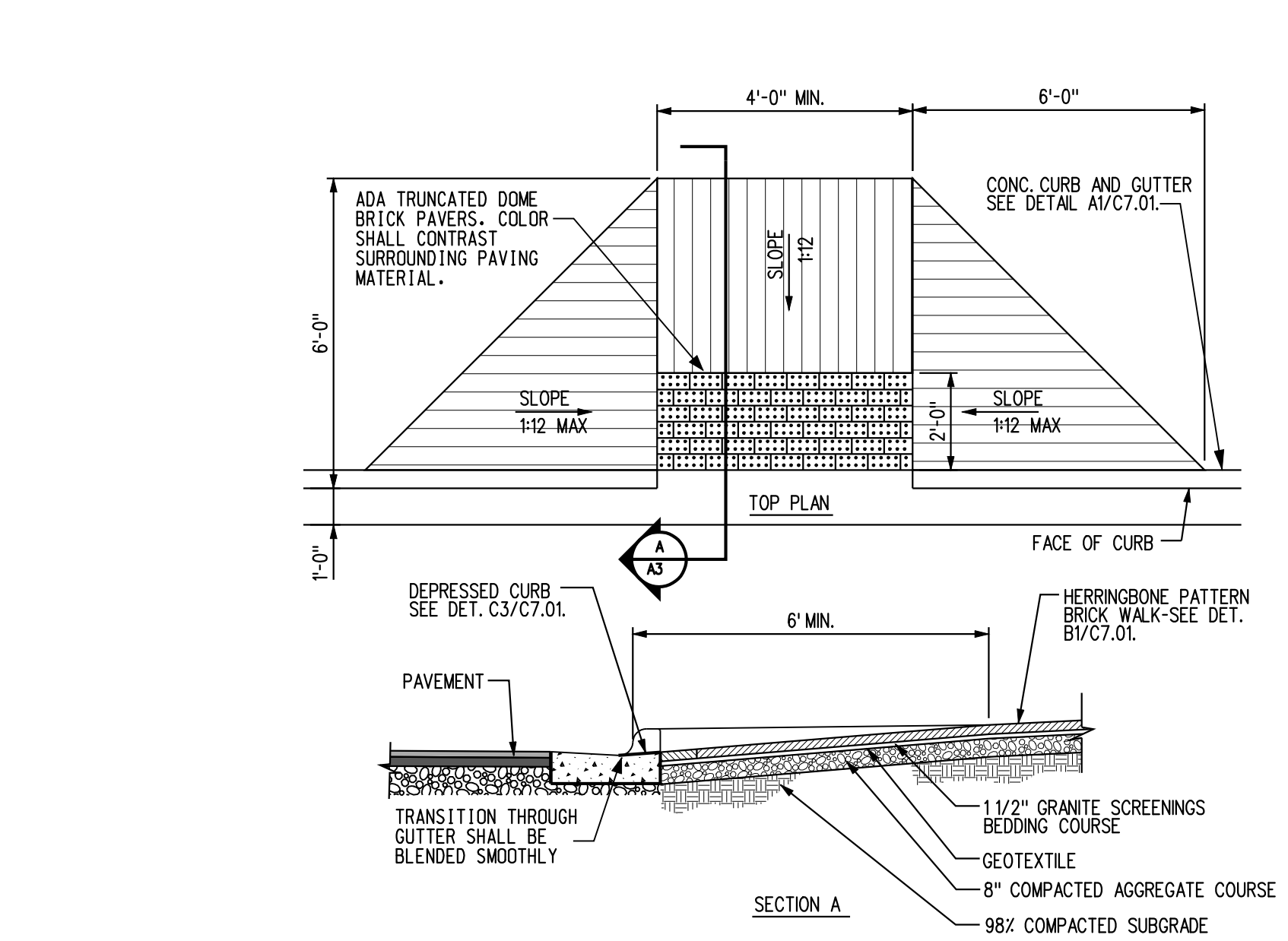
A2 Median (Pitched) Curb And Gutter No Scale



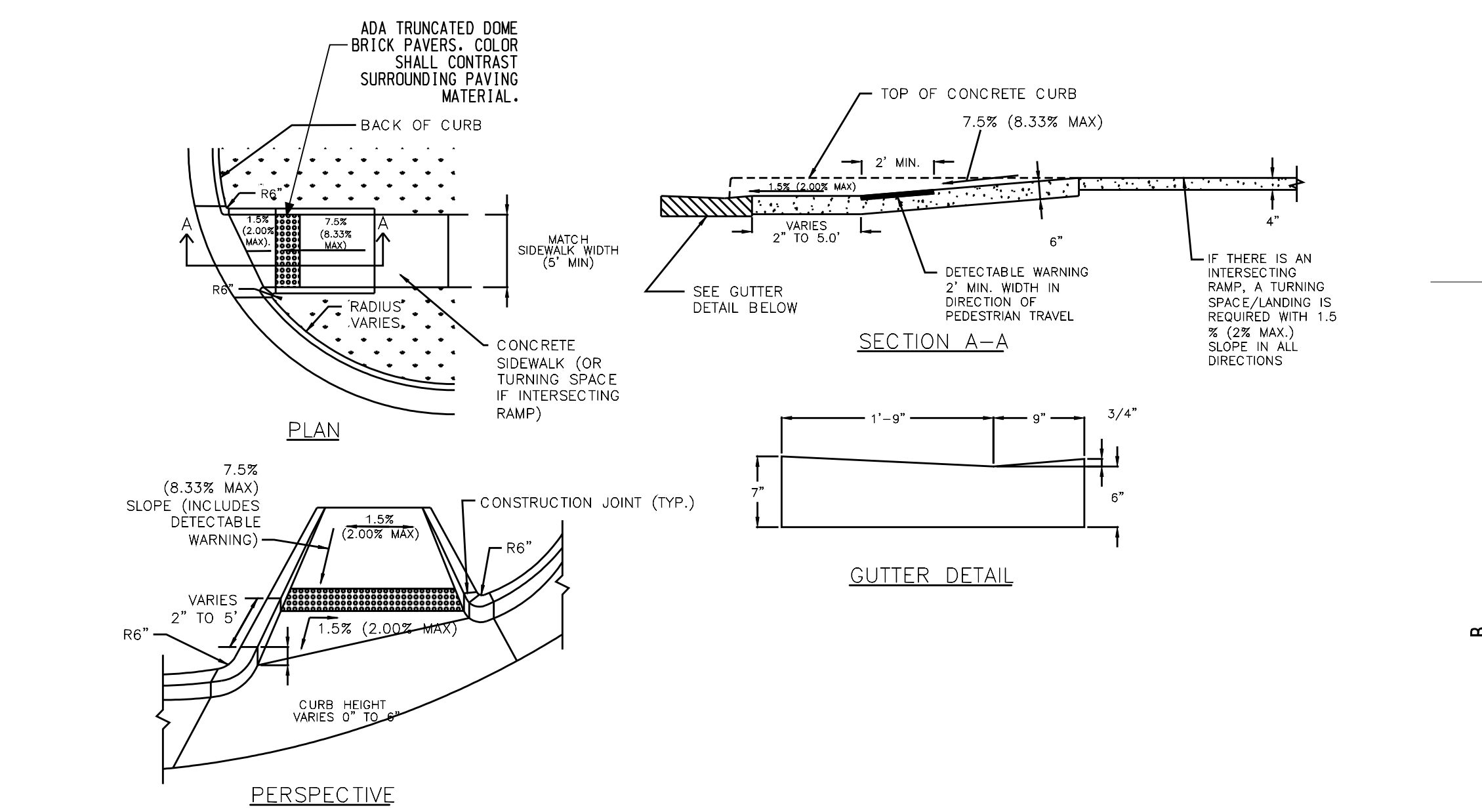
A3 Bituminous Conc. Paving No Scale



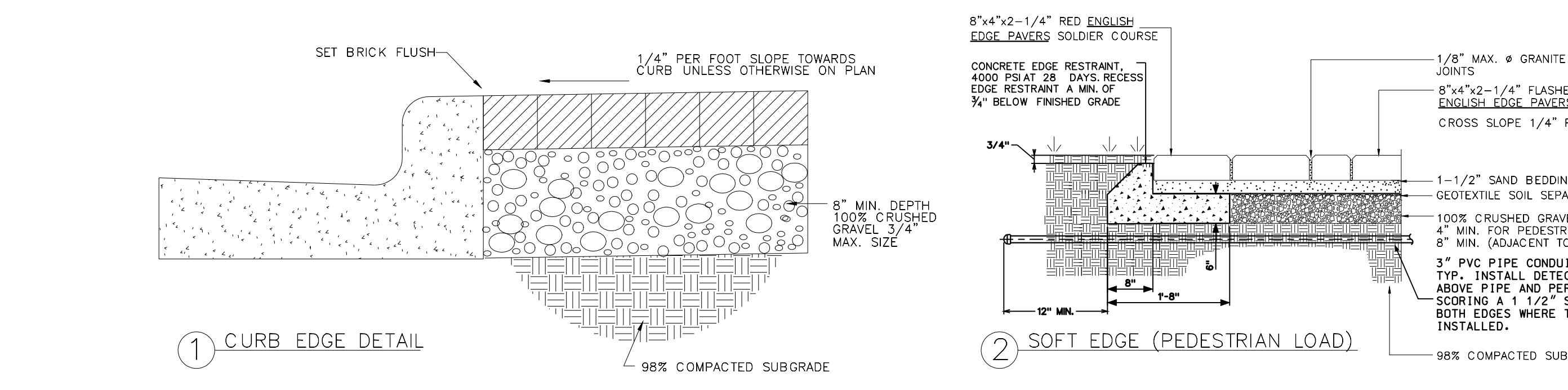
A1 Brick Walk Detail No Scale



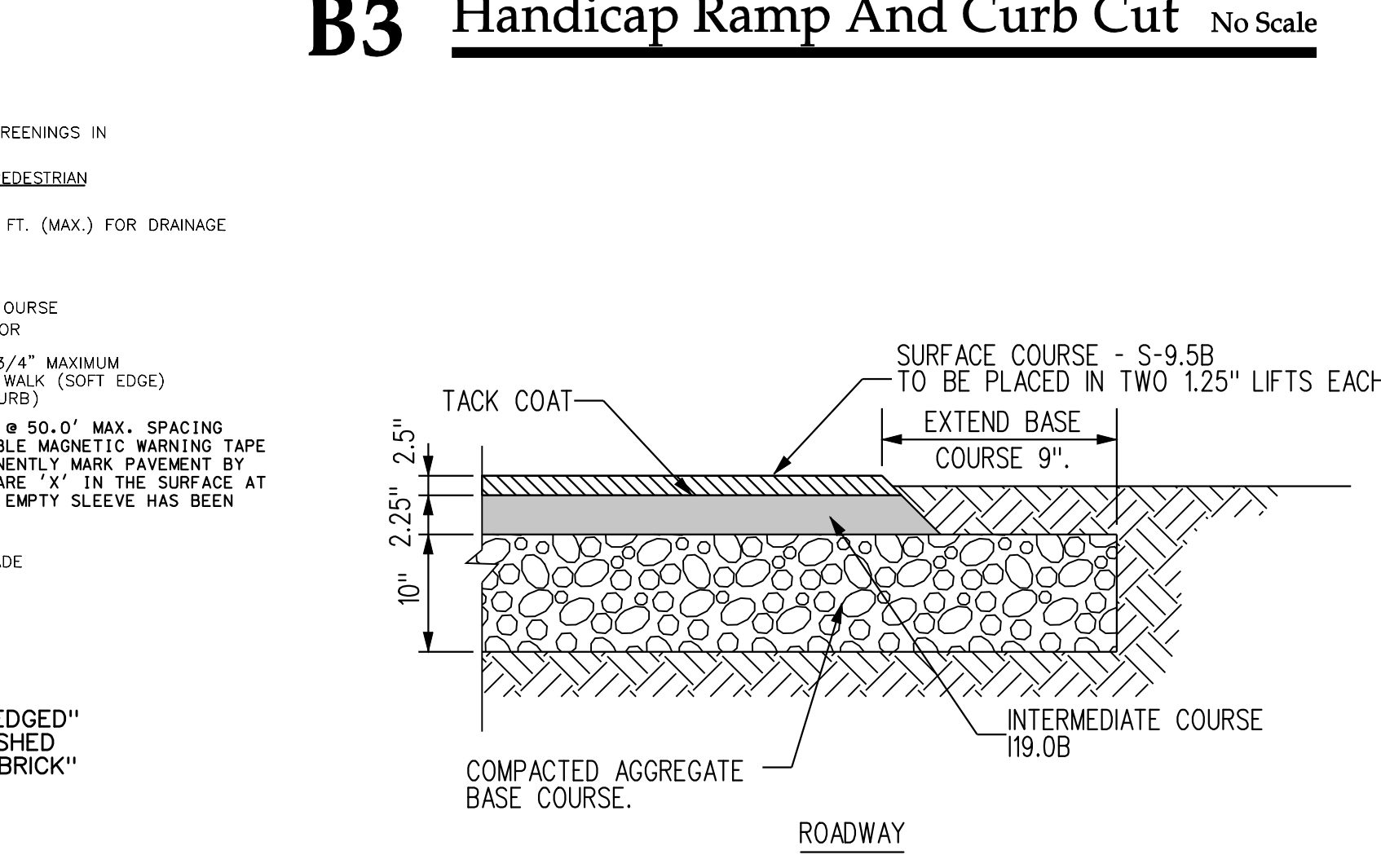
B3 Handicap Ramp And Curb Cut No Scale



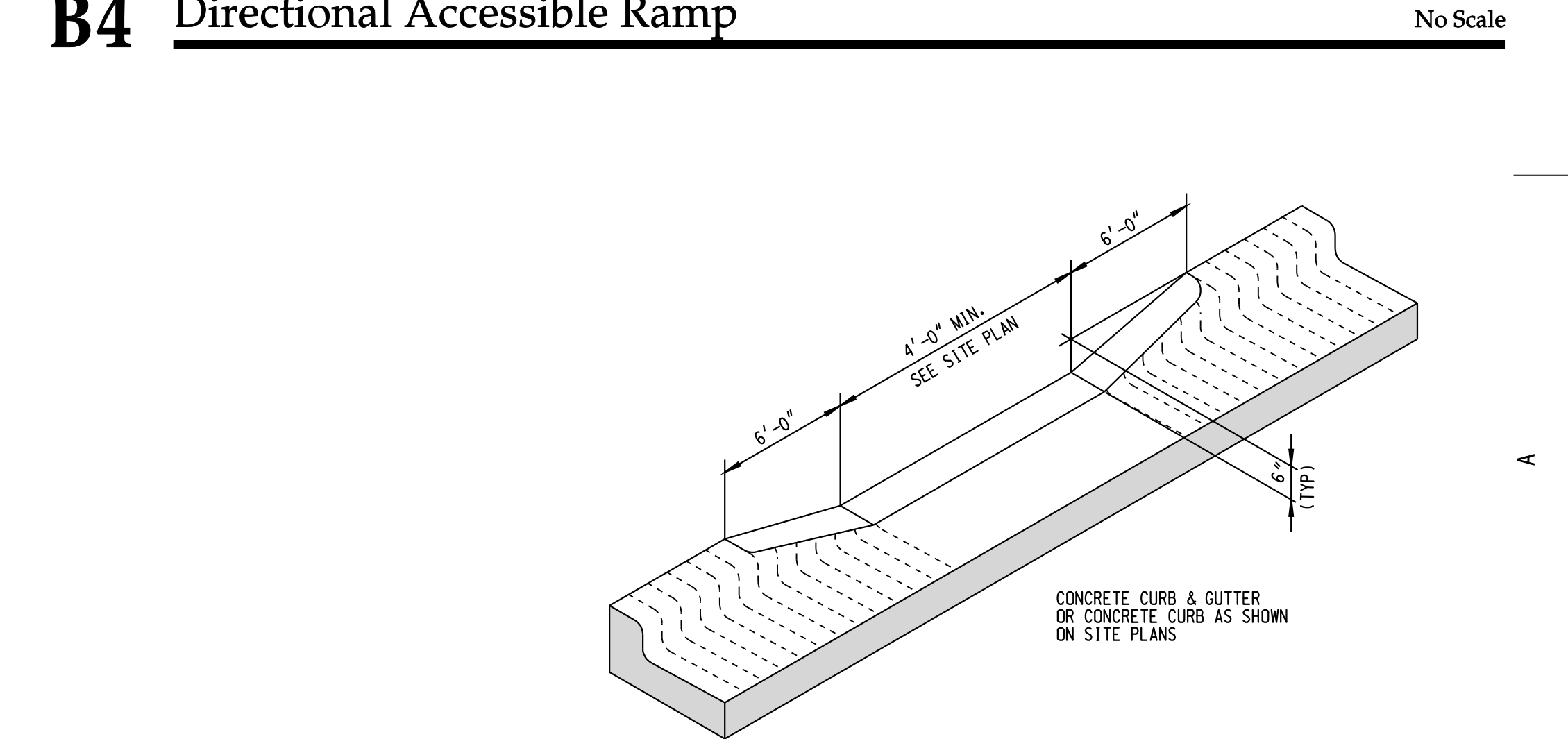
B4 Directional Accessible Ramp No Scale



A2 Median (Pitched) Curb And Gutter No Scale



A3 Bituminous Conc. Paving No Scale



A5 Depressed Curb No Scale

A1 Brick Walk Detail No Scale

A2 Median (Pitched) Curb And Gutter No Scale

A3 Bituminous Conc. Paving No Scale

A5 Depressed Curb No Scale

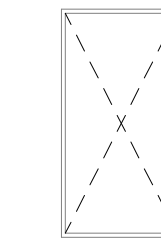


ISSUE DATE:	AUGUST 24, 2107	
PHASE:	BID SET	
#	DATE	REVISION
1	08.06.2017	ADDENDUM 01
7		

STOREFRONT & LOUVER ELEVATIONS

GLAZING TYPE LEGEND:

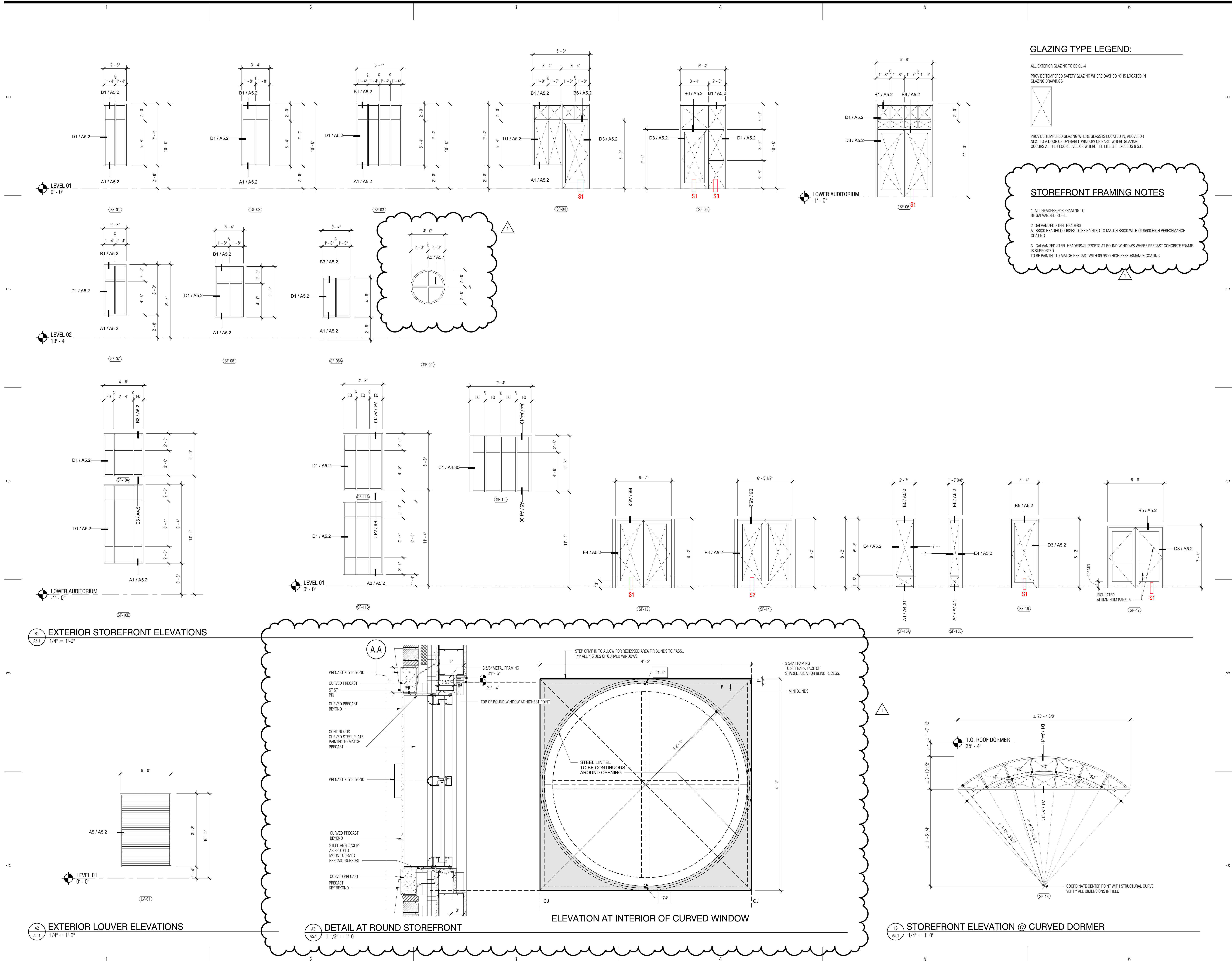
ALL EXTERIOR GLAZING TO BE GL-4
PROVIDE TEMPERED SAFETY GLAZING WHERE DASHED 'X' IS LOCATED IN GLAZING DRAWINGS.



PROVIDE TEMPERED GLAZING WHERE GLASS IS LOCATED IN, ABOVE, OR NEXT TO A DOOR OR OPERABLE WINDOW OR PART, WHERE GLAZING OCCURS AT THE FLOOR LEVEL OR WHERE THE LITE S.F. EXCEEDS 9 S.F.

STOREFRONT FRAMING NOTES

1. ALL HEADERS FOR FRAMING TO BE GALVANIZED STEEL.
2. GALVANIZED STEEL HEADERS AT BRICK HEADER COURSES TO BE PAINTED TO MATCH BRICK WITH 09 9600 HIGH PERFORMANCE COATING.
3. GALVANIZED STEEL HEADERS/SUPPORTS AT ROUND WINDOWS WHERE PRECAST CONCRETE FRAME IS SUPPORTED TO BE PAINTED TO MATCH PRECAST WITH 09 9600 HIGH PERFORMANCE COATING.



B1 EXTERIOR STOREFRONT ELEVATIONS
A5.1 1/4" = 1'-0"

A2 EXTERIOR LOUVER ELEVATIONS
A5.1 1/4" = 1'-0"

A3 DETAIL AT ROUND STOREFRONT
A5.1 1 1/2" = 1'-0"

ELEVATION AT INTERIOR OF CURVED WINDOW

B8 STOREFRONT ELEVATION @ CURVED DORMER
A5.1 1/4" = 1'-0"