



**JOHNSTON COUNTY PUBLIC SCHOOLS  
North Johnston High School  
Track Replacement**

**CHA Consulting Inc. Project No. 93927.000**

**PROJECT MANUAL**

**PREPARED FOR:**

**Johnston County Public Schools  
Facilities and Construction  
2320 US HWY 70 Business East,  
Smithfield, NC 27577**

**May 12, 2025**

**PREPARED BY:  
CHA Consulting Inc.**

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**Johnston County Public Schools**

**North Johnston High School Tracks Replacement**

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**ADVERTISEMENT FOR BID**  
**Johnston County Public Schools**  
**North Johnson High School Track Replacement Project**

Sealed bids from licensed contractors will be received by Johnston County Public Schools, Smithfield, North Carolina on **Wednesday May 21, 2025** for furnishing of labor, material, and equipment for the JCPS **North Johnston High School Track Replacement**. Bids will be received up to **10:00 AM** from Single Prime bidders at which time and place all bids will be publicly opened and read aloud. Deliver bids to the **Johnston County Public Schools Facility 601-A West Market Street, Smithfield NC 27577**.

- No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of sixty (60) days.
- Bid security required is 5% of the bid in cash, certified check, or Bid Bond.
- Performance and Payment Bonds for 100% of the contract amount will be required.
- Johnston County Public Schools reserves the right to reject any and all bids and to waive informalities or irregularities.

**Minority Business Participation:** Bidders shall note that compliance with County of Johnston MBE policies and the North Carolina Statute 143-128.2 (c) are required for this project.

**Iran Divestment Act:** Bidders shall note that the submission of a bid constitutes the bidder's certification to the State Treasurer that, as of the date of bid, it is not listed on the Final Divestment List created and maintained by the North Carolina Department of State Treasurer (the "Treasurer's Office") pursuant to the Iran Divestment Act of 2015, Chapter 147-Article 6E of the General Statutes of North Carolina (the "Iran Divestment Act").

**Project scope:** General contractor provide full construction services for existing track replacement, sitework to meet project drawings and specifications.

**Pre-Bid Conference:** Scheduled for **Wednesday May 14<sup>th</sup>, 2025 at 11 AM**. Pre-bid meeting will be held virtually via teams. Contact Tim Riordan at information below to receive the required teams meeting information. The project Designer or Designer's representative will be available to answer questions.

For information regarding this bid, drawings, and specifications, please contact: Designer Contact

Designer Information:

CHA Consulting Inc.  
Tim Riordan P.E  
[triordan@chasolutions.com](mailto:triordan@chasolutions.com)  
240-994-3746

Owner Contact Information:

Johnston County Public Schools,  
Susan Jones, Project Manager  
[susanjones@johnston.k12.nc.us](mailto:susanjones@johnston.k12.nc.us)  
919-934-2021, ext. 7059

Thank you for your consideration. Signed:

Susan Jones  
Project Manager  
Johnston County Public Schools, Smithfield, North Carolina

## **Advertisement:**

### **HEADER:**

ADVERTISEMENT FOR BIDS - JOHNSTON COUNTY PUBLIC SCHOOLS – North Johnston High School Track Replacement Project.

## **Description:**

Sealed proposals from contractors will be received on Wednesday, May 21<sup>th</sup>, 2025, in the office of the Johnston County Public Schools Facility Services 601-A West Market Street, Smithfield NC 27577, for the completion of the JCPS North Johnston High School track replacement. All bids will be opened and read aloud starting at 10:00 a.m.. Pre-bid meeting will be held May 14, 2025 at 11:00 am via Teams. For more information on requirements visit <https://www.johnston.k12.nc.us/page/facilities-design-and-construction>.

Minority and women- owned businesses are encouraged to participate. The Johnston County Public Schools reserves the right to reject any and all bids.



## SECTION A

### **INFORMATION FOR BIDDERS**

TAKE NOTE: Changes have been made to these documents since the last edition. Paragraph A-18 entitled Equal Products And Substitutions has been modified.

#### A-1. **SUBMISSION OF BIDS AND BID OPENING:**

- A. Bids will be received by Johnston County Public School System and will be opened and read at the times and places set forth in the Advertisement for Bids. Bidders, or their representative, and other interested persons may be present at the opening of proposals. Note that the Owner of this Project is Johnston County, by and through its authorized agent, the Johnston County Board of Education. The Project will be administered by the Facilities Services Department of the Johnston County Public Schools.
- B. The envelopes containing the bids must be sealed and addressed to Johnston County Public Schools, **Facilities Services 601-A West Market Street, Smithfield NC 27577**, and marked on the outside of the envelope "Proposal for (General, Plumbing, Etc.) Contract, (Name of Project and Project Number), with the name of the Bidder and his North Carolina State Contractor's Registration Number.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. When the Owner solicits single-prime bids, the Owner shall establish separate deadlines for the submission of single-prime and multiple-prime bids.
- D. In accordance with the Advertisement for Bids, bids will be received for any or all of the following multiple prime construction contracts: General Construction, received for a Single Prime Construction Contract.

#### A-2. **BIDDING DOCUMENTS:**

- A. Bidding Documents include the Advertisement for Bids, Information for Bidders, Form of Proposal, the Bid Security and the proposed Contract Documents, including any Addenda issued prior to receipt of bids. All requirements and obligations of the Bidding Documents are hereby incorporated by reference into the Contract Documents and are binding on the Successful Bidder upon award of the contract.
- B. Bidders may obtain complete sets of the bidding Documents from the issuing office designated in the Advertisement for Bids in the number and for the price, if any, stated therein.
- C. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Design Consultant shall assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. The Owner in making copies of the Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

A-3. DEFINITIONS:

A. THE BID:

A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents and North Carolina law.

B. BASE BID:

The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids, if any.

C. ALTERNATES:

An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

A-4. QUALIFICATION OF BIDDER:

- A. If requested by the Owner prior to the signing of the contract, the successful Bidder shall submit a statement of work to be performed by his own forces.
- B. Prior to Contract award or within seven days of the Owner's request to do so, the successful Bidder shall be prepared to demonstrate that his present organization, direct labor force and prior work experience is of adequate size and development to maintain responsible control of the project and to schedule, coordinate and perform the work in an expeditious manner and in accordance with the Contract Documents.
- C. Bidders, whether residents or nonresidents in North Carolina will be required to show evidence of a certificate of registration before their bids will be considered.
- D. The Owner will consider, in determining the qualifications of a Bidder, his record in the performance of any contracts for construction work into which he may have entered with the Owner or with similar public or private bodies or corporations. The Owner expressly reserves the right to reject the bid of any Bidder if such record discloses that such Bidder, in the opinion of the Owner, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations, Subcontractors, material men, suppliers or employees.
- E. The Owner may make such investigation as they deem necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as they may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder, fails to satisfy the Owner that such Bidder is a responsive and responsible Bidder in accordance with N.C. Gen. Stat. 143-128 and 143-129, and the criteria set forth herein. Conditional bids will not be accepted.

A-5. BIDDER'S REPRESENTATIONS:

Each Bidder by submitting his Bid represents that:

- A. He has read and understands that Bidding Documents and his Bid is made in accordance therewith; and Bidder agrees to be bound by the terms and requirements set forth in the Bidding and Contract Documents;

- B. He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed in accordance with Article A-9 herein, and has correlated his observations with the requirements of the proposed Contract Documents;
- C. His Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception; and
- D. He has the capability, in all respects, and the moral and business integrity, reliability, technical ability, financial resources, plant, management, superintendence, equipment and materials which will assure effective and efficient good faith performance in full compliance with the Contract Documents and with any and all schedules and Milestone and Completion dates required by the Owner. The Bidder acknowledges and represents that he has made allowances for normal inclement weather indigenous to the Project Site, in his estimating, planning and scheduling of the Work. The Bidder hereby certifies that the work shall be completed, in place, in full accordance with the Contract Documents, within the time limits specified.
- E. He agrees that upon receipt of the Notice of Award, he will execute the formal Contract, and will deliver all bonds and proof of insurance coverage as required by the Specifications.
- F. He agrees to execute the formal Contract within ten (10) days from the date of Notice of Award, and in case he fails or neglects to appear within the specified time to execute the Contract, he will be considered as having abandoned the Contract, and the Bid Security accompanying this Proposal will be forfeited to the Owner by reason of such failure on the part of the Bidder.
- G. He has made a good faith effort to solicit Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128.2, as subcontractors. The Bidders shall provide the Owner a notarized affidavit with its bid stating that it made the good faith effort required pursuant to G.S. 143-128.2. The Bidder's failure to file the affidavit with its bid shall be grounds for rejection of the Bid.
- H. He has received the General Conditions dated November 1, 2011.

A-6. BID SECURITY:

- A. Each bid must be accompanied by (1) cash; or (2) a Cashier's Check or a Certified Check of the Bidder in an amount not less than 5% of the bid, made payable to the Owner; or (3) a bidder's bond on the Bid Bond Form provided herein or on a similar form which in every respect materially complies with said Bid Bond, in the amount of 5% of his bid. For purposes of this provision, the amount of the bid shall be the Base Bid plus all positive amount alternates. The bidder's bond shall be issued by a surety company licensed to conduct business in North Carolina and acceptable to the Owner.
- B. Said bid security is given as a guarantee that the Bidder will enter into a contract if awarded the work and, in the case of refusal or failure to so enter into said contract, the security shall be declared forfeited to the Owner. Such security shall be returned to all but the three lowest Bidders within three days after the opening of bids and the remaining security will be returned within 48 hours after the Owner and the successful Bidder have executed the Contract. If no Contract has been awarded or the bidder has not been notified of the acceptance of his bid within forty-five (45) days of the bid opening, the Bidder may withdraw his bid and request the return of his bid security. If, at the Owner's or Construction Program Manager's request, the Bidder agrees to extend and maintain his bid beyond the specified 45 days, his bid security will not be returned until the expiration of the period of extension.

A-7. FORFEITURE OF BID BOND:

The Successful Bidder, upon his failure or refusal to execute the Contract within ten (10) days after he has received Notice of Award, shall forfeit to the Owner the security deposited with his bid in accordance with North Carolina General Statute 143-129.

A-8. MINORITY BUSINESS ENTERPRISES:

Contractor Responsibilities for Construction and Repair Projects Equal to or Greater Than Three Hundred Thousand Dollars (\$300,000).

- A. Each bidder, including first-tier subcontractors for construction manager at risk projects, shall identify on its bid the minority businesses that it will use on the project and an affidavit listing the good faith efforts it has made pursuant to N.C. Gen. Stat. § 143-128.2(f) and the total dollar value of the bid that will be performed by the minority businesses. A contractor, including a first-tier subcontractor on a construction manager at risk project, that performs all of the work under a contract with its own workforce may submit an affidavit to that effect in lieu of the affidavit otherwise required under this subsection.

The apparent lowest responsible, responsive bidder, within three business days, shall also provide either (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal or (2) documentation of its good faith effort that was identified in the bid to meet the goal, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. *Failure to file the required affidavit or documentation that demonstrates that the contractor made the required good faith effort is grounds for rejection of the bid.*

- B. Bidder(s) on the Board's building projects shall undertake the following good faith efforts to recruit minority businesses to the extent required by N.C. Gen. Stat. § 143-128.2 and shall provide documentation to the Board that they have performed at least five (5) of these efforts:
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 ten days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
  2. Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least ten days before the bid or proposals are due.
  3. Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
  4. Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
  5. Attending any prebid meetings scheduled by the Board.
  6. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.

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.
  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. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
  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.
  10. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.
- C. Within 30 days after the award of the contract, the contractor shall provide to the school system's designated representative a list of all identified MBE subcontractors that the contractor will use on the project.
  - D. Failure to comply with procedural requirements as defined in the contract documents may render the bid as nonresponsive and may result in rejection of the bid and award to the next lowest responsible and responsive bidder.
  - E. During the construction of a project, if it becomes necessary to replace an MBE subcontractor, the prime contractor shall advise the owner. No MBE subcontractor may be replaced with a different subcontractor except (1) if the subcontractor's bid is later determined by the contractor or construction manager at risk to be nonresponsive or nonresponsive, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work or (2) with the approval of the Board for good cause. Good faith efforts as set forth in N.C. Gen. State. § 143-131(b) shall apply to the selection of a substitute subcontractor. Prior to substituting a subcontractor, the contractor shall identify the substitute subcontractor and inform the Board or its designee of its good faith efforts pursuant to N.C. Gen. State. § 143-131(b).
  - F. If during the construction of a project additional subcontracting opportunities become available, the prime contractor shall make a good faith effort to solicit subbids from MBEs.

A-9. SITE CONDITIONS AND CONDITIONS OF THE WORK:

- A. Each bidder must acquaint himself thoroughly as to the character and nature of the work to be done. Each bidder furthermore must make a careful examination of the site of the work and inform himself fully as to the difficulties to be encountered in the performance of the work, the facilities for delivering, storing and placing materials and equipment, and other conditions relating to construction and labor.
- B. No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill in every detail all the requirements of the Contract Documents and to complete the work or the consideration set forth therein, or as a basis for any claim whatsoever.

- C. Insofar as possible, the Successful Bidder, in carrying out his work, must employ such methods or means as will not cause interruption of or interference with the work of the Owner or any separate contractor.

A-10. BIDDER'S QUESTIONS, ADDENDA AND INTERPRETATIONS:

- A. Bidders and Sub-bidders shall promptly notify the Design Consultant of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions. No interpretation of the meaning of the drawings, specifications or other contract documents will be made to any Bidder orally.
- B. Every request for such interpretation should be in writing addressed to the Design Consultant with a copy forwarded to the Owner.
- C. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bidding Documents which, if issued, will be transmitted to all prospective Bidders (at the respective addresses furnished for such purposes) not later than three calendar days prior to the date fixed for the opening of bids. Neither the Design Consultant nor the Owner will be responsible for any other explanations or interpretations of the proposed documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
- D. Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge receipt and inclusion in his proposal of all Addenda.

A-11. SECURITY FOR FAITHFUL PERFORMANCE:

The Successful bidder shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum, as security for the payment of all persons performing labor and furnishing materials under this Contract. The successful bidder shall provide a Performance Bond and a Labor and Material Payment Bond using the forms attached as Exhibits A and B. The Performance Bond and the Labor and Material Payment Bond shall be delivered to the Owner not later than the date of execution of the Contract.

A-12. TIME FOR COMPLETION AND LIQUIDATED DAMAGES FOR NON-COMPLETION:

The time for completion of this Contract and liquidated damages for non-completion within the stipulated time shall be as fixed in the Owner-Contractor Agreement, the General Conditions and the Supplementary Conditions.

A-13. LOCATION OF WORK:

The site of the proposed work is on Owner owned property, public streets, easements and/or other right-of-ways, as shown on the drawings.

A-14. LIABILITY INSURANCE AND WORKMEN'S COMPENSATION:

The Successful Bidder will be required to carry public liability and workmen's compensation and other insurance in the amounts and under the terms stipulated under the General Conditions.

A-15. BIDDERS REFERRED TO LAWS:

- A. The attention of Bidders is called to the provisions of all Municipal, County and State laws, regulations, ordinances and resolutions, as well as laws, regulations, ordinance resolutions and permits relating to obstructing streets, maintaining signals, storing and handling of explosives, or affecting the Bidder, or his employees or his work hereunder in his relation to the Owner or any other person. The Bidder shall obey all such laws, regulations, ordinances, permits or resolutions controlling or limiting Contractors while engaged in the prosecution of work under this Contract.
- B. The provisions of this contract shall be interpreted in accordance with the laws of North Carolina and in accordance with the laws, ordinances, regulations, permits and resolutions of Johnston County.

A-16. TAXES

All applicable Federal, State and Local Taxes shall be included in the Bidder's proposal. The successful bidder shall provide the Owner with documentation of North Carolina sales taxes paid for all purchases on the project in a form acceptable to the Owner.

A-17. RIGHT TO REJECT BIDS:

The Owner expressly reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept that bid which in its judgment, best serves the interest of the Owner.

A-18. EQUAL PRODUCTS AND SUBSTITUTIONS:

- A. Whenever possible, the Design Consultant shall specify in the plans the required performance and design characteristics for materials as required by N.C. Gen. Stat. § 133-3. When it is impossible or impractical to specify the required performance and design characteristics for materials, the Design Consultant may use a certain brand, make, manufacturer, article, device, product, material, fixture, form or type construction by name, make or catalog number to convey the general style, type, character and standard of quality of the article desired. Unless specifically stated to the contrary, all materials, supplies and articles furnished under this Contract shall, whenever specified and otherwise practicable, be the standard products of recognized, reputable manufacturers. Unless otherwise specifically provided in the Contract Documents, the naming of a certain brand, make, manufacturer or article, device, product, material, fixture or type of construction shall convey the general style, type, character and standard of quality of the article desired and shall not be construed as limiting competition. If approval by the Design Consultant prior to bid opening is desired, the bidder shall request approval in writing at least ten (10) days prior to the bid date. The Design Consultant's approval will be in the form of an Addendum to the Specifications issued to all prospective Bidders indicating that the additional makes or brands are equivalent to those specified. Nothing in this paragraph is intended to restrict or inhibit free and open competition on school system projects.
- B. The bidder may request approval for substitutions of materials or type of construction in writing up to ten (10) days prior to the bid date. The standard for acceptance of substitutions shall be as expressed in Paragraph 4.15 of the contract General Conditions.

A-19. PREPARATION AND SUBMITTAL OF FORM OF BID:

- A. Bids shall be submitted utilizing the Form of Proposal as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total

bid amount shall be entered in words and figures in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. A failure to comply with this requirement may be cause for disqualification of the bid.

- B. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing and that in figures, the written value shall govern.
- C. Bids shall not contain any restatement or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.
- D. The amount of a bid submitted by a subcontractor to the general contractor under the single prime contracting system shall not exceed the bid, if any, for the same work by that subcontractor to the Owner under the multiple prime system.
- E. Each single-prime bid shall identify the contractors selected to perform the HVAC, plumbing and electrical work and the subcontractors' respective bid prices for the work

A-20. MODIFICATION OR WITHDRAWAL OF BID:

- A. A Bidder may withdraw his bid from consideration if such bid was based upon a mistake as provided in North Carolina General Statute 143-129.1.
- B. Prior to the time and date designated for receipt of bids, any bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder or by telegrams; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of bids, and it shall be so worded as not to reveal the amount of the original bid.
- C. Withdrawn bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with this Information for Bidders.
- D. Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

A-21. DETAILED BID BREAKDOWN:

If the Owner directs, the Bidder shall provide a detailed breakdown of his bid acceptable to the Owner. In addition to verifying accounting requirements, the breakdown may be used by the Owner to determine whether the Bidder has grossly misjudged the requirements of any area. Failure to provide the requested detailed breakdown may result in rejection of the bid proposal.

A-22. AWARD OF CONTRACT:

The contract will be awarded to the lowest responsive and responsible bidder under the single prime system or to the lowest responsive and responsible bidders under the

multiple prime system, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

- A. The lowest multiple prime bidders and the lowest single prime bidder shall be determined by the aggregate amount of the unit prices set forth in the form of bid, if work is bid on a unit price basis, or the aggregate amount of the Base Bid, plus any Alternates selected by the Owner. Both multiple prime and single prime bids will be received and awarded according to state law.
- B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.
- C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
  - 1. The ability, capacity and skill of the Bidder to perform the contract or provide the service required;
  - 2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - 3. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
  - 4. The quality of performance of previous contracts or services. For example the following information will be considered:
    - a. The administrative and consultant cost overruns incurred by Owners on previous contracts with Bidder,
    - b. The Bidder's compliance record with contract general conditions on other projects,
    - c. The submittal by the bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
    - d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidders compliance with scheduling and coordination requirements on other projects,
    - e. The Bidder's demonstrated cooperation with the Owner or the Design Consultant and other contractors on previous contracts,
    - f. Whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents;
  - 5. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services;
  - 6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service;
  - 7. The quality, availability and adaptability of the goods or services to the particular use required;

8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract;
  9. Whether the Bidder is in arrears to the Owner on debt or contract or is a defaulter on surety to the Owner;
  10. Whether the bidder has demonstrated a good faith effort to use MBEs as subcontractors;
  11. Such other information as may be secured by the Owner having a bearing on the decision to award the contract, to include, but not limited to:
    - a. The ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work,
    - b. Whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects.
- D. The purpose of the above is to enable the Owner in its opinion, to select the lowest responsible bidder. The ability of the low Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.
- E. The Owner reserves the right to require from the Bidder: (1) submissions of references, within seven days of bid opening, to include a listing of previous and current projects and (2) financial statements indicating current financial status, prepared in accordance with generally accepted accounting principles, by a CPA licensed to do business in North Carolina, and (3) any other information deemed necessary in order to establish the responsiveness and responsibility of the bidder.
- F. The Owner reserves the right to defer award of this contract for a period of forty-five (45) days after the due date of bids. During this period time, the Bidder shall guarantee the prices quoted in his bid.

Attachments:

- A. Performance Bond form
- B. Material and Labor Payment Bond form

END OF INFORMATION FOR BIDDERS

**PERFORMANCE BOND****IT IS HEREBY AGREED** that

(Insert full name and address of Contractor)

as Principal, hereinafter called Contractor, and,

(Insert full name and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

Johnston County, by and through its authorized agent, the Johnston County Board of Education  
 Facilities and Construction  
 2320 US HWY 70 Business East,  
 Smithfield, NC 27577

as Oblige, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment  
 whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and  
 assigns, jointly and severally, firmly by these obligations.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20\_\_, entered into a  
 contract with Owner for the construction of **North Johnston Track Replacement**

in accordance with Drawings and Specifications prepared by CHA Consulting , 8601 Six Forks Road  
 Forum One Bldg. Raleigh, NC 27615

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly  
 and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in  
 full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the  
 Owner.

Whenever Contractor shall be, and declared by Owner to be in default, under the Contract, the Owner  
 having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall  
 promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of any applicable statute of repose under the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**PRINCIPAL**

[Affix corporate seal]

\_\_\_\_\_  
(Name)\_\_\_\_\_

(Title)\_\_\_\_\_

\_\_\_\_\_  
(Witness)

**SURETY**

[Affix corporate seal]

\_\_\_\_\_  
(Name)\_\_\_\_\_

(Title)\_\_\_\_\_

\_\_\_\_\_  
(Witness)

**LABOR AND MATERIAL PAYMENT BOND**

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

**IT IS HEREBY AGREED** that (Insert full name and address of Contractor)

as Principal, hereinafter called "Principal," and, (Insert full name and address of Surety)

as Surety, hereinafter called "Surety," are held and firmly bound unto

Johnston County, by and through its authorized agent, the Johnston County Board of Education  
Facilities and Construction  
2320 US HWY 70 Business East,  
Smithfield, NC 27577

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these obligations.

WHEREAS, Principal has by written agreement dated \_\_, 20\_\_\_\_, entered into a contract with Owner for the construction of the North Johnston High School Track Replacement in accordance with Drawings and Specifications prepared by CHA Consulting, 8601 Six Forks Road Forum One Bldg. Raleigh, NC 27615

which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days, after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is

regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

**PRINCIPAL**

[Affix corporate seal]

\_\_\_\_\_  
(Name)\_\_\_\_\_  
(Title)\_\_\_\_\_

\_\_\_\_\_  
(Witness)

**SURETY**

[Affix corporate seal]

\_\_\_\_\_  
(Name)\_\_\_\_\_  
(Title)\_\_\_\_\_

\_\_\_\_\_  
(Witness)

Contract: **General Construction**

Project: **North Johnston High School Track Replacement**  
Johnston County Public Schools Board of Education  
Johnston County, NC

Bidder: \_\_\_\_\_

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

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and the contract documents relative thereto, has read all special and supplemental provisions furnished prior to the opening of bids, has satisfied himself relative to the work to be performed, and thereby proposes and agrees if this proposal is accepted, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the fabrication and delivery of the work, and other related work in full and complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and other contract documents, on the **North Johnston High School Track Replacement** .

Bidders are advised that a notice to proceed may be issued upon approval by the Johnston County Public Schools Board of Education, and in advance of the contract document.

The Bidder proposes and agrees, if this proposal is accepted, to execute a Contract within ten (10) days after notification of award, for the above work and for the below stated Compensation, in the form of Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum., for the sum of:

**BASE BID:** \_\_\_\_\_

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

## ALTERNATES:

The Bidder proposes to perform the work indicated as alternates for the amounts entered below, which amounts shall be added to or deducted from the Base Bid as indicated in the space below.

(Bidders must enter an amount for each alternate. If acceptance of the alternate will not change the contract amount, enter “No Change”. Insert the words “Add” or “Deduct” in the space provided before the amount.)

List of Alternates:	<u>Add/Deduct</u>	<u>Amount</u>
Alternate #1		
Add for 50 lbs. per 100 sq ft to unsuitable subgrade	_____	\$ _____

## BID UNIT PRICES:

1- Removal of Unsuitable Material	Cubic Yards	\$ _____
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## BID ALLOWANCES:

Base bid shall include an allowance of \$20,000 to be used for unforeseen conditions as directed by JCPS. Unused allowance shall be returned to the owner at the end of the project.

## ADDENDA:

The following addenda were received and used in computing this bid:

The Bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order by the Owner or Designer on or before Oct. 26, 2025 and shall substantially complete the work on or before **180 calendar days** from the “Notice to Proceed” or the contract, whichever is dated first.

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bond within ten (10) consecutive calendar days after written notice being given of the award of the contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the Owner’s account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned. Attach certified check, cash or bid bond to this proposal.

RESPECTFULLY SUBMITTED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(Name of firm or corporation making bid)

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

Title: \_\_\_\_\_  
(Owner / Partner / President / Vice President)

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

Federal ID No. \_\_\_\_\_

WITNESS: (Proprietorship / Partnership)

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

ATTEST: (Corporation)

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

(CORPORATE SEAL)

Title: \_\_\_\_\_  
(Corporate Secretary or Asst. Secretary Only)

# BID BOND FORM Section 00 43 13

KNOW ALL MEN BY THESE PRESENTS, That we,

\_\_\_\_\_  
(Bidder's Name)

\_\_\_\_\_, of \_\_\_\_\_  
(Street Address) (City, State, Zip)

Hereinafter called the Principal, and

\_\_\_\_\_  
(Surety's Name)

A corporation organized and existing under the Laws of the State of \_\_\_\_\_, and  
authorized to transact business in the State of \_\_\_\_\_, as Surety, hereinafter  
called Surety, are held and firmly bound unto the \_\_\_\_\_  
(Owner).

Hereinafter called Obligee, in the Penal sum of five percent (5%) of the amount bid, good and lawful money  
of the United States of America, for the payment of which the Principal and Surety bind themselves, their  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of this Obligation is such, that, WHEREAS the Principal has submitted a proposal to the  
Obligee on a contract for the construction

of \_\_\_\_\_  
(Contract Name and Number)

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a  
contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be  
specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance  
of such construction for the prompt payment of labor and material furnished in the prosecution thereof, or  
in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal  
shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in  
said bid and such larger amount for which the Obligee may in good faith contract with another party to  
perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in  
full force and effect.

# BID BOND FORM Section 00 43 13

In witness whereof, we have hereunto set our signatures and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, all pursuant to due authorization.

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
By  
Surety

\_\_\_\_\_  
By  
Attorney-in-Fact in accordance with the attached Power of Attorney

STATE OF \_\_\_\_\_)

ss:

COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, a Notary Public in and for the State and County  
aforesaid, do hereby certify that \_\_\_\_\_, and  
\_\_\_\_\_, whose names are signed to the foregoing bond, this day  
personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

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

My Commission expires:

## Identification of HUB Certified/ Minority Business Participation

I, \_\_\_\_\_,  
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$)\_\_\_\_\_.

# State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of \_\_\_\_\_

(Name of Bidder)

Affidavit of \_\_\_\_\_

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

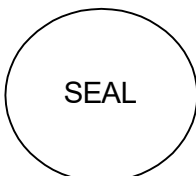
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract  
with Own Workforce.**

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_

\_\_\_\_\_ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

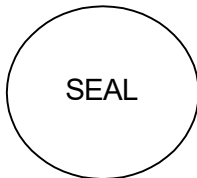
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of \_\_\_\_\_

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.  
This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of \_\_\_\_\_ I do hereby certify that on the  
(Name of Bidder)

(Project Name)  
Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

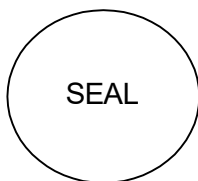
\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_



Signature: \_\_\_\_\_

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

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of \_\_\_\_\_

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of \_\_\_\_\_ I do hereby certify that on the  
(Name of Bidder)

(Project Name)  
Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.**

**Examples** of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes or responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.
- For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- Copy of pre-bid roster
- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- Letter detailing reasons for rejection of minority business due to lack of qualification.
- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

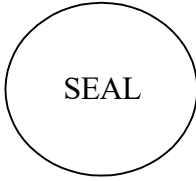
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

## OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 2025 by and between the Johnston County Board of Education (herein referred to as the "Owner"), 2320 US HWY 70 Business East, Smithfield, NC 27577 and \_\_\_\_\_ (herein referred to as the "Contractor"), whose mailing address is \_\_\_\_\_. Correspondence, submittals, and notices relating to or required under this Agreement shall be sent in writing to the above addresses unless either party is notified in writing by the other of a change in address.

In consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor for the \_\_\_\_\_ Project.

The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein.

Exhibit A- Scope of Work

Exhibit B - Sexual Offender Registry and Criminal Background Check Certification Form

1. Scope of Services. The project includes **North Johnston High School Track Replacement** more particularly described on Exhibit A. The Contractor shall perform the Work described on Exhibit A. The Work shall be performed in accordance with the terms of this Agreement and any plans and specifications referenced herein, all of which are incorporated into this Agreement. The Contractor shall provide all materials, tools, equipment, and labor, and supply all other services and things necessary to fully and properly perform and complete the Work as required by this Agreement. The Contractor shall perform the Work in compliance with all governmental laws and regulations. The Contractor shall also, unless otherwise specified, supply and pay for all transportation, utilities, fuel, sanitary facilities, and incidentals necessary for the completion of the Work, and be responsible for the safe, proper and lawful construction of the Work, and shall perform the Work in the best and most workmanlike manner, as shown on or stated in any plans or specifications referenced herein, or reasonably implied therefrom. All materials shall be new and of quality specified. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades, except as exceeded or qualified by any plans or specifications referenced herein. The Contractor shall keep the site and surrounding area reasonably free from rubbish at all times. Before final inspection and acceptance of the Work, the Contractor shall thoroughly clean the site, and completely prepare the Work and site for use by the Owner. The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed and achieve Substantial and Final Completion by the dates established below.
2. Representation of the Contractor. In order to execute this Agreement and recognizing that the Owner is relying thereon, the Contractor, by executing this Agreement, makes the following express commitments to the Owner:
  - (A) The Contractor is fully qualified and licensed to act as the Contractor for the full scope of work for this Project and shall maintain any and all licenses, permits, insurance, and any authorizations necessary to act as the contractor.
  - (B) The Contractor has become familiar with the Project site and all conditions under which the Project is to be constructed and has identified to the Owner any and all issues.
  - (C) The Contractor has received and carefully reviewed all contract documents as listed above in Paragraph 1 and has found them complete, accurate, adequate, and sufficient for construction.
  - (D) The Contractor warrants title of all material, supplies, and equipment installed or incorporated into this Project and agrees upon completion of all work delivered to Owner free of any claims, liens, and charges.
3. Compensation. Provided that the Contractor shall strictly and completely perform all of its obligations under this Agreement, the Owner shall pay the Contractor \$\_\_\_\_\_. No compensation shall be paid for any additional work that is not approved in advance by the Owner. One progress payment per month, if any, may be made by the Owner to the Contractor only after certification that a portion of the Work is complete. Under no circumstances will the Owner make more than one payment per month. The Owner shall pay the Contractor within thirty (30) business days following approval of a payment request. Each payment request shall be signed by the Contractor and shall constitute the Contractor's surety that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict conformance with the requirements of this Agreement, and that the Contractor knows of no reason why payment should not be made as requested. The submission of a payment request also constitutes an affirmative representation and warranty that all work is free and clear of any lien, claim, or other encumbrance upon payment from the Owner. Final payment will be withheld until Contractor has provided Owner with copies of all Operation and Maintenance (O & M) Manuals and warranties applicable to the Work.

If requested by the Owner, the Contractor shall provide to the Owner a Schedule of Values for approval apportioning the Contract Price among the different elements of the Project for purposes of periodic and final payment within ten (10) calendar days of the date of commencement. The Schedule of Values shall be presented in enough detail to adequately apportion the contract to allow for breakdown of payments and shall include overhead and profit within each item. The Contractor's schedule of values shall not inflate any portion of the work. The Contractor acknowledges that the same documentation required for a Change in the Work shall be provided as backup for the use of allowances.

The amount of each payment request shall be computed as follows:

- (A) Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less maximum retainage allowed by law. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as amended;

- (B) add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less maximum retainage allowed by law;
- (C) subtract the aggregate of previous payments made by the Owner; and
- (D) subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment.

When payment is received from the Owner, the Contractor shall promptly pay all subcontractors, materialmen, laborers, and suppliers the amounts that are due for the work covered by such payment. In the event the Owner becomes informed that the Contractor has not paid these parties, the Owner has the right to issue future payments to the Contractor less the amounts owed to any subcontractor, supplier, or laborer. Continued claims for by subcontractors for lack of payment may be deemed a breach of this Agreement by the Contractor.

The Owner shall have the right to refuse to make payment and, if necessary, demand the return of a portion or all of the amount previously paid to the Contractor due to:

- (A) the quality of a portion, or all, of the contractor's work is not in accordance with the requirements of this contract;
- (B) the quantity of the Contractor's work not being as represented by the contractor's payment request;
- (C) the contractor's rate of progress being such that in the Owner's opinion, will not provide for final completion as required by this Contract;
- (D) the Contractor's failure to adequately keep records of as-built conditions; and
- (E) the Contractor's failure to use payments to pay project related obligation including but not limited to subcontractors, laborers, and material and equipment suppliers.

4. Substantial and Final Completion. When Substantial Completion has been achieved, the Contractor shall notify the Owner in writing that he/she is ready for a pre-final punchlist. At this time, the Contractor shall have already conducted its own internal punchlist of the completed work. The Owner and/or Design Consultant shall conduct an inspection of the completed and provide a written list of unfinished items or items in need of correcting. The Contractor shall bear the cost of any and all corrections of incomplete work, correcting and bringing into conformance all defective or nonconforming work. The Contractor shall notify the Owner when all nonconforming work has been completed and is ready for final inspection and subsequent final payment. If the Contractor feels it is outside of their control to finish the Work within the time prescribed, they must submit proper reasoning to the Owner in writing and at that time it is the Owner's discretion to accept or reject the request.

Prior to being entitled to receive final payment, the Contractor shall furnish the Owner:

- (A) an affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment and material suppliers, or other third parties involved in the Project, have been paid or otherwise satisfied;
- (B) waiver of right of claim against the Surety bond; and
- (C) all product warranties, operating manuals, instruction manuals, record drawings, test results, and other documents expressly required to complete the Project.

5. Date of Commencement and Substantial Completion. The Contractor shall commence the performance of this Agreement on the date of this contract and diligently continue its performance until final completion. The contract time shall be measured from the date of commencement and the Contractor shall achieve Substantial Completion of the entire Work not later than \_\_\_\_\_. The Contractor shall achieve Final Completion within 15 days of date established above for Substantial Completion.

6. Changes in the Work. If the Owner elects to have a change in the Work performed on a lump sum or a time and material basis, the same shall be performed by the Contractor. The Contractor shall submit to the Owner complete documentation supporting the cost of the change in the Work in a format acceptable to the Owner. The Owner may require authentication of all time and material tickets and invoices prior to payment for the change in the Work. The failure of the Contractor to provide any required documentation shall constitute a waiver by the Contractor of any claim for the cost of that portion of the change in the Work. Up to 15% of direct material and labor costs can be applied as overhead and profit for the Contractor or any Subcontractor actually performing the work (said overhead and profit to include all small tools), and may further include the reasonably anticipated rental costs in connection with the Change in the Work, plus up to 8% thereof as overhead and profit. The Contractor and/or subcontractor may include up to 8% markup on any Change in the Work performed by a lower-tiered subcontractor. Payroll costs are limited to 39% of the net pay of the worker. Overhead and profit shall not be applied by the entity performing the work to labor burden, any sales and use tax paid for any purpose, or to any transportation or shipping costs incurred by the Contractor or any Subcontractor. Any change in the contract sum resulting from a Change Order shall be mutually agreed upon by the Contractor and the Owner together with any conditions relating thereto. If no mutual agreement can be reached between the Owner and the Contractor, the change in contract price, if any, shall be derived by the Owner determining reasonable actual costs incurred or saved.

7. Insurance. The Contractor shall obtain and maintain in effect during the term of this Agreement, general liability and automobile liability insurance in which the Owner and the Contractor shall each be named as insured parties in an amount not less than \$1,000,000, with a \$2,000,000 aggregate, for personal injury, including death, to any one person, and from claims for property damages in an amount of not less than \$1,000,000 for each occurrence arising from any act or omission of Contractor, its agents, employees or subcontractors. The Contractor shall obtain and maintain in effect during the term of this Agreement a policy or policies of workers' compensation insurance which shall cover all of Contractor's employees and all individuals who enter onto Owner's property on behalf of Contractor pursuant to this Agreement. The Contractor shall promptly furnish to the Owner certificates of insurance evidencing such insurance coverage.

Insurance required by this section shall contain an endorsement to provide the Owner at least 10-day's written notice of any intent to cancel or terminate by either the Contractor or insurance company. Contractor's Worker's Compensation policy shall contain an endorsement waiving subrogation against Owner. All such insurance policies shall be provided by insurance companies properly licensed in North Carolina and having a financial rating of at least "A" by A.M. Best or equivalent.

8. Hold Harmless. To the fullest extent allowed by law, the Contractor shall indemnify and hold the Owner harmless from and against any and all losses, liabilities, claims, lawsuits, judgments, and demands whatsoever, including costs of investigation (including reasonable legal fees and all costs) caused by any act or omission or intentional wrongdoing of the Contractor or its agents, employees or subcontractors. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2 and shall survive the termination, completion or expiration of this Agreement.
9. Codes, Permits, Applicable Laws and Owner's Policies. The Contractor shall at Contractor's expense obtain the required permits, give all notice and comply with all laws, ordinances, codes, rules, regulations and Owner's policies bearing on the conduct of the Work under this Agreement. If the Contractor observes that the drawings and specifications are at variance therewith, Contractor shall promptly notify the Owner in writing. If the Contractor performs any Work knowing (or under circumstances in which Contractor ought to have known) it to be contrary to such laws, ordinances, codes, rules and regulations. Contractor shall bear all cost arising therefrom. This Agreement and the relationship of the parties shall be construed under the laws of the state of North Carolina. Contractor shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Contractor certifies that as of the date of this Agreement, Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Contractor acknowledges that the Owner has adopted policies governing conduct on Owner's property and agrees to abide by any and all relevant Owner policies while on Owner's property. The Contractor acknowledges that Owner's policies are available on the Owner's website.
10. Safety Requirements. The Contractor shall be responsible for the Work area and the construction of the Work and provide all the necessary protections as required by laws, rules, regulations or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage Contractor or Contractor's employees, agents, suppliers or subcontractors cause to the Owner's property or that of others on the job and shall promptly repair any such damage. The Contractor shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. Contractor shall maintain all necessary protective devices and signs throughout the progress of the Work.
11. Warranties. The Contractor guarantees and warrants to the Owner all Work as follows: that all materials and equipment furnished under this Agreement will be new and the best of its respective kind unless otherwise specified; that all Work will be of good quality in accordance with the industry standards; that the Work will be free of omissions and poor quality, defective material or workmanship; that the Work, including but not limited to, mechanical and electrical devices and equipment, shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care; that the products or materials incorporated in the Work will not contain asbestos; and that all subcontractors, agents or employees of Contractor will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided. If, within one year (two years for painting) after the date of completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, any of the Work is found to be defective, not in accordance with this Agreement, or not in accordance with the guarantees and warranties specified in this Agreement, the Contractor shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. For items which remain incomplete or uncorrected on the date of Substantial Completion, the one-year warranty shall begin on the date of Final Completion of the Work.
12. Termination for Convenience. The Owner may terminate this Agreement at any time in its complete discretion upon ten (10) days written notice. In the event of a termination for convenience, all finished or unfinished work and materials pursuant to this Agreement shall be turned over to the Owner and become its property. If the Agreement is terminated by the Owner in accordance with this section, the Owner shall only be responsible for paying Contractor for Work performed and accepted and materials delivered to the site as of the date of termination. In the event of a termination for convenience by Owner, Contractor's warranty shall still apply to all portions of the Work and all equipment installed by Contractor prior to termination.
13. Lunsford Act/Criminal Background Checks. Contractor acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Contractor shall provide certification, on the form attached as Exhibit B, that it has conducted sexual offender registry checks and criminal background checks on each of its owners, employees, agents and subcontractors who will engage in any service on or delivery of goods to Owner's property (sex offender checks can be conducted at no cost at <http://www.nsopw.gov/>). Contractor shall not assign or allow any individual to deliver goods or provide services on Owner's property if said individual appears on any of the listed sex offender registries or who has ever had any of the following criminal convictions, or similar criminal convictions, without receiving prior written permission from Owner, which Owner may withhold in its reasonable discretion: murder, rape, sexual offense, sexual assault, statutory rape, indecent liberties with a minor, child abuse, kidnapping, abduction, manufacture, sale or delivery of controlled substances, assault with a deadly weapon, assault inflicting serious bodily injury, manslaughter, trafficking or exploitation of minors or felony level burglary, robbery, embezzlement, theft or larceny.

14. Anti-Nepotism. Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Owner's Board of Education or of any principal or central office staff administrator employed by such Board. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Contractor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Contractor shall immediately disclose the family relationship in writing to the Superintendent of the Schools. Unless formally waived by the Owner, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to Contractor.
15. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by both parties. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Agreement or the application of the same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.
16. Risk of Loss. Contractor shall bear the risk of loss in the event that any of the Work is stolen, lost damaged or destroyed prior to Final Completion of the Work and acceptance by Owner, unless caused by the intentional or reckless acts of Owner or Owner's authorized agents. If any of the Work is stolen, lost, damaged, or destroyed prior to Final Completion of the Work and acceptance by the Owner, due to any reason except the intentional or reckless acts of Owner or Owner's authorized agents, Contractor shall bear the full cost of repairing or replacing all such Work, including all equipment and materials.
17. Interpretation of Agreement. Contractor and Owner acknowledge that the Agreement shall not be construed against Owner due to the fact that it may have been drafted by Owner. For purposes of construing this Agreement, both Contractor and Owner shall be considered to have jointly drafted the Agreement.
18. Taxes. The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective. The Contractor shall indemnify and hold the Owner harmless from any claims arising out of the Contractor's failure to pay all required taxes, including claims by the county for its inability to recover taxes that were not properly paid to the State of North Carolina by the Contractor.
19. Compliance with Solid Waste Disposal Act. In the event the Contract involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, Contractor agrees to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Contractor certifies that the percentage of recovered materials to be used in the performance of the Agreement will be at least the amount required by applicable specifications or other contractual requirements.
20. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. As detailed in 2 CFR § 200.216, Contractor certifies that any equipment, services, or systems provided through this Agreement shall not use covered telecommunications equipment or services as a substantial or essential component of a system or as part of any system.
21. Domestic Preference. As detailed in 2 CFR § 200.322, as appropriate and to the extent consistent with law, Contractor certifies that, to the greatest extent practicable, the goods, products, or materials furnished through this award will be produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
22. Records Retention Requirements. The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
23. Certification of Non-Collusion Statement. Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.
24. Prohibition on Gifts. Contractor certifies that it will comply with the prohibition against giving gifts, gratuities, favors or anything of monetary value to an officer, employee or agent of the School System. Contractor understands and agrees that violation of these standards will result in termination of the Agreement and may result in ineligibility for future contract awards.
25. Notice. All notices shall be in writing and shall be deemed submitted if mailed or emailed to the representatives as listed below at the respective addresses:

Owner's Representative/Address:  
**2320 US HWY 70 Business East,  
Smithfield, NC 27577**

Contractor's Representative/Address:

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

Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be signed and the Contractor has caused this Agreement to be signed by a person with the authority to enter this Agreement, as hereinafter attested, all as of the day and year first above written.

**JOHNSTON COUNTY  
BOARD OF EDUCATION**

**[CONTRACTOR]**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
President/Vice President

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

Finance Officer \_\_\_\_\_

Date \_\_\_\_\_

## **Exhibit A**

### **Scope of Work**

General contractor to provide full depth removal and replacement of existing track and field events . See plans, details and specifications for complete scope of work.

## Exhibit B

### Sexual Offender Registry and Criminal Background Check Certification Form

Check the appropriate box to indicate the type of check:

- ☐ Initial
- ☐ Supplemental
- ☐ Annual

I, \_\_\_\_\_(insert name), \_\_\_\_\_(insert title) of \_\_\_\_\_(insert company name) hereby certify that I have performed all of the required sexual offender registry and criminal background checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors ) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries or has any criminal conviction listed in the Agreement, and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries or has any criminal conviction listed in the Agreement, without the prior written permission of Owner . I agree to maintain all records and documents associated with these registry and criminal background checks, and that I will provide such records and documents to the Owner upon request. I specifically acknowledge that the Owner retains the right to audit these records to ensure compliance with this section at any time in the Owner's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

#### Contractual Personnel Names

#### Job Title

- |    |       |       |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |

(attach additional page(s) if needed)

I attest that the forgoing information is true and accurate to the best of my knowledge.

\_\_\_\_\_(print name)  
\_\_\_\_\_(title)

\_\_\_\_\_(signature)  
\_\_\_\_\_(date)

# Substitution Request Form Section 00 63 25

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

## North Johnston High School Track Replacement

Architect: \_\_\_\_\_

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

### CONTRACTOR'S REQUEST, WITH SUPPORTING DATA:

1. Section of the Specifications to which this request applies:

\_\_\_\_\_ Product data for proposed substitution is attached (description of product, reference standards, performance and test data).

\_\_\_\_\_ Sample is attached

\_\_\_\_\_ Sample will be sent if requested by Architect

2. Itemized comparison of proposed substitution with product specified.

	Original Product	Substitution
Name, Brand:	_____	_____
Catalog Number:	_____	_____
Manufacturer:	_____	_____
Significant Variations:	_____	
	_____	
	_____	

3. Unit costs of original product and proposed substitution

Original Product: \$ \_\_\_\_\_ per \_\_\_\_\_

Substitution: \$ \_\_\_\_\_ per \_\_\_\_\_

a) State whether cost is for: \_\_\_\_\_ Material Only or \_\_\_\_\_ Material Installed

# Substitution Request Form Section 00 63 25

4. Proposed change in Contract Sum:

Credit to Owner: \$ \_\_\_\_\_

Additional Cost to Owner: \$ \_\_\_\_\_

5. Proposed Change in Contract Time:

Reduce/Increase Contract Time by \_\_\_\_\_ days.

6. Effect of the proposed substitution on other parts of the Work, or on other contracts: \_\_\_\_\_

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7. Reason for requesting substitution: \_\_\_\_\_

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# Substitution Request Form Section 00 63 25

## CONTRACTOR'S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENTS:

We have investigated the proposed substitution and:

1. Believe that it is equal or superior in all respects to the originally specified product, except as stated in #2 above.
2. Shall provide the same warranty as required in General Conditions.
3. Shall provide the same special warranty or guaranty as specified.
4. Have included all cost data and cost implications of the proposed substitutions.
5. Shall pay review, redesign and special inspection costs caused by the use of this product.
6. Shall pay additional costs to other contractors caused by the substitution.
7. Shall coordinate the incorporation of the proposed substitution in the Work.
8. Shall modify other parts of the Work as may be needed to make all parts of the Work complete and functioning.
9. Waive future claims for added cost to Contractor caused by the proposed substitution.

Contractor (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

## ARCHITECT'S REVIEW AND ACTION:

\_\_\_\_\_ Rejected

\_\_\_\_\_ Provide more information in the following categories. Resubmit.

\_\_\_\_\_ Sign contractor's Statement of Conformance. Resubmit.

\_\_\_\_\_ The Proposed substitution is approved, with the following conditions:

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The following changes will be made by Change Order number: \_\_\_\_\_

Addition/Deduction from the Contract Sum: \$ \_\_\_\_\_

Addition/Deduction from the Contract Time: \_\_\_\_\_ Days

\_\_\_\_\_  
Date

**SECTION GC**  
**GENERAL CONDITIONS**  
**OF THE**  
**CONTRACT FOR CONSTRUCTION**

**TABLE OF ARTICLES**

1. CONTRACT DOCUMENTS
2. OWNER
3. CONTRACTOR
4. SUBCONTRACTORS
5. WORK BY OWNER OR BY SEPARATE CONTRACTORS
6. MISCELLANEOUS PROVISIONS
7. TIME
8. PAYMENTS AND COMPLETION
9. INSURANCE
10. CHANGES IN THE WORK
11. UNCOVERING AND CORRECTION
12. TERMINATION OF THE CONTRACT

## **ARTICLE 1**

### **CONTRACT DOCUMENTS**

#### **1.1 GENERAL**

- 1.1.1 The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order issued pursuant to the provisions of Article 10, (3) a written interpretation issued by the Design Consultant, or (4) a written order for a minor change in the Work issued pursuant to this contract.
- 1.1.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.
- 1.1.4 The Contractor will be furnished with 3 sets of drawings and specifications at no cost. Additional copies may be purchased.

#### **END OF ARTICLE 1**

## **ARTICLE 2**

### **OWNER**

#### **2.1 INFORMATION, SERVICES AND RIGHTS OF THE OWNER**

- 2.1.1 The Owner shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.
- 2.1.2 The Owner shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- 2.1.3 The Owner will have authority to require special inspection or testing of the Work whether or not such Work is then fabricated, installed, or completed. However, neither the Owner's authority to act under Subparagraph 6.5.3, nor any decision made by the Owner in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 2.1.4 The Owner shall have the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his Subcontractors, and the Design Consultant, to discuss such matters as procedures, progress, problems, and scheduling.
- 2.1.5 The Owner and Design Consultant shall not be responsible or liable to Contractor for the acts, errors or omission of the Contractor, any separate Subcontractor, any separate contractor or any contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.
- 2.1.6 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid unreasonable delay in the orderly progress of the Work.
- 2.1.7 The parties acknowledge that the Owner may perform all or part of its obligations pursuant to this Agreement through the Superintendent or his designee.

- 2.1.8 The foregoing rights are in addition to other rights of the Owner enumerated herein and those provided by law.
- 2.2 OWNER'S RIGHT TO STOP OR TO SUSPEND THE WORK
- 2.2.1 If the Contractor fails to correct defective Work or fails to carry out the Work or supply labor and materials in accordance with the Contract Documents, the Owner by a written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.
- 2.2.2 The Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the Owner.
- 2.2.3 If the performance of all or any part of the Work (including the work of the Contractor and its subcontractors) is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Owner or the Design Consultant in the administration of this Contract, or by failure of any one of them to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for an increase in the actual time required for performance of the Work by the Contractor, due solely to such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no claim shall be made under this Subparagraph for any suspension, delay, or interruption pursuant to Subparagraph 2.3.1, or for which claim is provided or excluded under any other provision of this Contract. No claim under this Subparagraph shall be allowed on behalf of the Contractor or its subcontractors, unless within 10 days after the act or failure to act involved, and for continuing or ongoing acts or failures to act within 10 days of the first day of the act or failure to act the Contractor submits to the Owner a written statement setting forth, as fully as then practicable, the extent of such claim, and unless the claim is asserted in writing within 20 days after the termination of such suspension, delay, or interruption. For continuing or ongoing acts or failures to act, the Contractor shall update its written statement every 15 days until the suspension, delay or interruption is terminated. The Contractor shall waive any and all claims not filed in strict conformance with this paragraph. The Contractor shall indemnify, defend and hold the Owner harmless from any claim by a Subcontractor that is waived because it is not filed in strict conformance with this paragraph or any other provision of this Agreement regarding claims.
- 2.2.4 In the event of a suspension of work or delay or interruption of work, the Contractor will and will cause his subcontractors to protect carefully his, and their, materials and work against damage or injury from the weather and maintain completed and uncompleted portions of the work as required by the Contract Documents. If, in the opinion of the Owner, any work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect same, such work and materials shall be removed and replaced at the expense of the Contractor.
- 2.2.5 No claim by the Contractor shall be allowed if asserted after final payment under this Contract or if it is not asserted in strict conformance with Article 10.
- 2.3 OWNER'S RIGHT TO CARRY OUT THE WORK
- 2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within ten days after the date written notice is mailed by the Owner to commence and continue remedy of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy he may have, make good such deficiencies and may further elect to complete all Work thereafter through such means as the Owner may select, including the use of a new contractor. In such case the Owner shall issue a Change Order deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Design Consultant's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Design Consultant. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. Notwithstanding the Owner's right to carry out a portion of the work, warranty, maintenance and protection of the work remains the

Contractor's responsibility. Further, the provisions of this paragraph do not affect the Owner's right to require the correction of defective or non-conforming work in accordance with this contract.

## **END OF ARTICLE 2**

### **ARTICLE 3**

#### **CONTRACTOR**

##### **3.1 DEFINITION**

- 3.1.1 This entire Contract is not one of agency by the Contractor for Owner but one in which Contractor is engaged independently in the business of providing the services and performing the Work herein described as an independent contractor.

##### **3.2 REVIEW OF CONTRACT DOCUMENTS**

- 3.2.1 Before placing his proposal to the Owner, and continuously after execution of the Contract, the Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner any error, inconsistency or omission he may discover, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner or the Design Consultant for any damage resulting solely from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents and, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.
- 3.2.2 All designs, drawings, specifications, design calculations, notes and other works provided for this contract are the sole property of the Owner and may not be used on any other design or construction project. The use of the design, including tracings and specifications, by any person or entity, for the purpose other than the Project, shall be at the full risk of such person or entity

##### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

- 3.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and all statutory or legal requirements. This requirement applies continuously throughout contract performance and is not limited to regular working hours.
- 3.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and Sub- subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
- 3.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the acts, failures to act or duties of the Owner or the Design Consultant in their administration of the Contract, or by inspections, tests or approvals (or the lack thereof) required or performed under Paragraph 6.5 by persons other than the Contractor.
- 3.3.4 The Contractor shall verify all grades, lines, levels and dimensions as indicated and shown on the Drawings and Specifications prior to beginning the work and shall immediately report in writing any errors or

inconsistencies to the Design Consultant before commencing the work.

- 3.3.5 Contractor shall protect existing surfaces, finishes and adjacent facilities from damage during construction. Any damage shall be repaired by Contractor at his own expense prior to completion of the Project. Prior to construction start, Contractor and Owner shall perform an inspection to record existing conditions, damaged and undamaged.

#### 3.4 LABOR AND MATERIALS

- 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, supplies, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary or proper for or incidental to the execution and completion of the Work required by and in accordance with the Contract Documents and any applicable code or statute, whether specifically required by the Contract Documents or whether their provision may reasonably be inferred as necessary to produce the intended results, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Final payment will not be made until the Work is so completed.
- 3.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. The Owner may, by notice in writing, require the Contractor to remove from the work any employee the Owner deems incompetent, careless or otherwise objectionable. All agents and workers of the Contractor and its Subcontractors shall wear identification badges provided by the Contractor at all times they are on the Owner's property. The identification badges shall at a minimum display the company name, telephone number and employee's picture and name and must be worn in plain view at all times. Additionally, once school staff occupies the building, all contractors and their respective subcontractors shall be required to sign in and out of the visitor's log each day they are performing services. They must also wear a visitor's pass which will indicate to staff that they have met this requirement which applies to anyone performing services anywhere on the school property.
- 3.4.3 The Contractor shall be responsible for ensuring that the Work is completed in a skillful and workmanlike manner.
- 3.4.4 All equipment, apparatus and/or devices of any kind to be incorporated into the Work that are shown or indicated on the drawings or called for in the specifications or required for the completion of the work shall be entirely satisfactory to the Owner and the Design Consultant as regards operations, capacity and/or performance. No approval, either written or verbal, of any drawings, descriptive data or samples of such equipment, apparatus and/or device shall relieve the Contractor of his responsibility to turn over the same in good working order for its intended purpose at the completion of the Work in complete accordance with the Contract Documents. Any equipment, apparatus and/or device not fulfilling these requirements shall be removed and replaced by proper and acceptable equipment, etc. or put in good working order satisfactory to the Owner and Design Consultant without additional cost to the Owner.
- 3.4.5 All materials and Work shall meet North Carolina Building Codes. Should there be any discrepancies between design and code, the more stringent requirement shall apply. All materials shall comply with standards (or approved products) as set by the Specifications. Unless otherwise specified, NO ASBESTOS CONTAINING MATERIALS SHALL BE INSTALLED. BY DEFINITION, INSTALLATION OF ASBESTOS MATERIALS WILL BE CONSIDERED CONTRACTOR'S NEGLIGENCE AND THE CONTRACTOR SHALL PERFORM ALL NECESSARY WORK TO REMOVE THE ASBESTOS AND RESTORE THE SITE TO THE 'PRE-CONTRACT' CONDITION. Contractor shall assume all facilities built prior to 1979 have lead-based paint. Any paint removal shall be in accordance with OSHA standard pertaining to lead (29 CFR 1915.1025).
- #### 3.5 WARRANTY
- 3.5.1 The Contractor warrants to the Owner and the Design Consultant that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all workmanship will be of first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be

the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or the Design Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 11.

3.5.2 The warranties set forth in this Paragraph 3.5 and elsewhere in the Contract Documents shall survive Final Completion of the Work.

3.5.3 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract documents, the Contractor shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice with reasonable promptness after discovery of the condition. For items, which remain incomplete or uncorrected on the date of Substantial Completion, the one-year warranty shall begin on the date of Final Completion of the Work. If the Contract Documents include painting work, the one year warranty period in this section shall be extended to two years.

3.5.4 If at any time deficiencies in the Work are discovered which are found to have resulted from fraud or misrepresentation, or an intent or attempt to or conspiracy to defraud the Owner by the Contractor, any Subcontractor or Supplier, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty.

3.5.5 The Contractor shall bear the cost of making good all work of the Owner, separate contractors or others, destroyed or damaged by such correction or removal required under this Article 3, Article 11 or elsewhere in the Contract Documents.

### 3.6 TAXES

3.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective. The Contractor shall indemnify and hold the Owner harmless from any claims arising out of the Contractor's failure to pay all required taxes, including claims by the county for its inability to recover taxes that were not properly paid to the State of North Carolina by the Contractor.

3.6.2 The Contractor shall provide a completed Contractor's Sales Tax Report (attached hereto as Appendix A) with each application for payment for all items provided by the Contractor or any Sub-Contractors and incorporated into this project. The Contractor shall account for at least 2% of the total contract amount in sales tax or provide justification satisfactory to the Owner that the actual sales tax paid is less than 2%. In the event the Contractor does not provide adequate justification to support the shortfall, the Contractor shall pay the Owner the difference between the amount accounted for and the 2% minimum. Such compensation shall not be deemed a penalty, but reimbursement of funds the Owner would otherwise be entitled to recover from the State.

3.6.3 Sales and Use Tax. Contractor shall be responsible for complying with any applicable sales and use tax obligations imposed by Chapter 105, Article 5 of the North Carolina General Statutes. Where Contractor has been contracted with to oversee "new construction" or "reconstruction" as defined in G.S. 105-164.4H, Contractor shall be responsible for issuing and maintaining an Affidavit of Capital Improvement.

### 3.7 PERMITS, FEES AND NOTICES

3.7.1 The Contractor shall secure and pay for the building permit and for all other permits and governmental fees necessary for the proper execution and completion of the Work. Costs for service and final service connections by public utilities will be reimbursed to the Contractor by the Owner. The Owner shall not be responsible for the cost of any temporary utilities.

- 3.7.2 The Contractor will pay for his license and reinspection fees for the work necessary for the proper execution and completion of the work.
- 3.7.3 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.
- 3.8 PROGRESS SCHEDULE
- 3.8.1 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an estimated progress schedule for the Work. This schedule shall be in accordance with any general requirements included in the Specifications for this project.
- 3.9 RESPONSIBILITY FOR COMPLETION
- 3.9.1 The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified in the Owner-Contractor Agreement.
- 3.9.2 If the actions taken by the Contractor are not satisfactory, the Design Consultant or Owner may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and Completion dates, without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.
- 3.10 DOCUMENTS AND SAMPLES AT THE SITE
- 3.10.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.
- 3.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
- 3.11.1 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data, Manuals and Samples required by the Contract Documents.
- 3.11.2 Do not order materials until receipt of written approval. Furnish materials equal in every respect to approved samples.
- 3.11.3 By approving and submitting Shop Drawings, Product Data, Manuals and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor shall adhere to any supplementary processing and scheduling instructions pertaining to Shop Drawings, which may be issued by the Design Consultant.
- 3.11.4 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Design Consultant's review of Shop Drawings, Product Data, Samples or Manuals under unless the Contractor has specifically informed the Design Consultant in writing of such deviation at the time of submission and the Design Consultant has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, Samples, or Manuals by the Design Consultant's review thereof.
- 3.11.5 The Contractor shall make corrections required by the Design Consultant and shall resubmit the required

number of corrected copies of Shop Drawings or new Product Data or Samples. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Design Consultant on previous submittals. Resubmittals necessitated by required corrections due to Contractor's errors or omissions shall not be cause for extension of Contract Time, and any costs associated with the processing of these resubmittals shall be paid by the Contractor.

- 3.11.6 No portion of the Work requiring submission of Shop Drawings, Product Data, Samples or Manuals shall be commenced until the submittal has been approved by the Design Consultant. All such portions of the Work shall be in accordance with approved submittals.

### 3.12 EQUAL PRODUCTS AND SUBSTITUTIONS

- 3.12.1 All materials, supplies and articles furnished under this Contract shall, whenever specified and otherwise practicable, be the standard products of recognized, reputable manufacturers. Unless otherwise specifically provided in the Contract Documents, the naming of a certain brand, make, manufacturer or article, device, product, material, fixture or type of construction shall convey the general style, type, character and standard of quality of the article desired and shall not be construed as limiting competition. The Contractor, in such cases, may with Design Consultant and Owner approval, use any brand, make, manufacturer, article, device, product, material, fixture, form or type of construction which in the judgment of the Design Consultant is equal to that specified. An item may be considered equal to the item so named or described if, in the opinion of the Owner and Design Consultant (1) it is at least equal in quality, durability, appearance, strength, and design; (2) it will perform at least equally the specific function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. Approval by the Owner and Design Consultant will be granted based upon considerations of quality, workmanship, economy of operation, suitability for the purpose intended, and acceptability for use on the Project.

- 3.12.2 Contractor must provide evidence that proposed substitution does not require revisions to the Contract Documents, that is consistent with Contract Documents, and will produce the indicated results, and is comparable with other portions of the Work. Contractor must provide a detailed comparison of significant qualities or proposed substitution with those of the Work specified, including but not limited to the following significant qualities: performance, weight, size, durability, visual effect, sustainable design features, warranties, and any specific features and requirements indicated in Contract Documents. An annotated copy of applicable Specification section and point-by-point comparison between specified product and the proposed substitution describing each point of compliance, non-compliance, and variance between the specified and proposed product shall be provided.

### 3.13 USE OF SITE

- 3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, easements, right-of-way agreements and the Contract Documents. The Contractor shall not unreasonably encumber the site, in the opinion of the Owner, with any materials, equipment or trailers nor shall he block the entrances or otherwise prevent reasonable access to the site, other working and parking areas, completed portions of the Work and/or properties, storage areas, areas of other facilities that are adjacent to the worksite. If the Contractor fails or refuses to move said material, equipment or trailers within 24 hours of notification by the Owner, to so do, the Owner shall have the right, without further notice, to remove, at the Contractor's expense, any material, equipment and/or trailers which the Owner deems are in violation of this paragraph.

### 3.14 CUTTING AND PATCHING OF WORK

- 3.14.1 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation.
- 3.14.2 Existing structures and facilities including but not limited to building, utilities, topography, streets, curbs, walks, etc., that are damaged or removed due to required excavations or other construction work, shall be patched, repaired or replaced by the Contractor to satisfaction of the Design Consultant and the Owner of such structures

and facilities and authorities having jurisdiction.

### 3.15 CLEANING UP

- 3.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. If the Contractor fails to clean up during or at the completion of the Work, the Owner may do so and the cost thereof shall be charged to the Contractor.

### 3.16 INDEMNIFICATION

- 3.16.1 To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, and hold harmless the Owner and the Design Consultant and their agents, representatives, and employees from and against all claims, actions, judgments, costs, liabilities, penalties, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or caused by any negligent act, error, omission or breach of this Agreement by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The above obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this Paragraph 3.16. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N.C. Gen. Stat. § 6-21.2. The parties also specifically acknowledge that the Owner is a public body and it is the intent of the parties that the Owner not incur any expenses when the Contractor is solely responsible for the claims. Contractor's indemnity obligations to Owner in the Contract Documents shall survive the expiration or termination of the Contract Documents.
- 3.16.2 In any and all claims against the Owner or the Design Consultant or any of their agents, representatives, or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.16 shall not be limited in any way by Contractor's insurance coverage required herein.
- 3.16.3 No provision of this Paragraph 3.16 shall give rise to any duties on the part of the Design Consultant or the Owner, or any of their agents, representatives, or employees.

### 3.17 CONDITIONS AFFECTING THE WORK

- 3.17.1 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions, which can affect the Work or the cost thereof. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of his officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

### 3.18 MISCELLANEOUS.

- 3.18.1 The Contractor shall provide documentation acceptable to the Owner showing the amount of MBE participation (including a complete list of all subcontractors and their final subcontract amounts) and sales tax paid by the Contractor and its subcontractors for materials purchased for Projects completed under this contract. The Contractor agrees to comply with the all of the Owner's policies at all times that the Contractor, its subcontractors and employees are on the Owner's property. The Contractor acknowledges that the Owner's policies can be accessed and viewed at the Owner's website. The Contractor shall comply with the Owner's site or school building access procedures when working on any existing school campus.

### 3.19 APPLICABLE LAWS.

- 3.19.1 This Contract and the relationship of the parties shall be governed by the laws of the state of North Carolina.
- 3.19.2 Contractor shall comply with all applicable laws and regulations in providing services under this Contract. Contractor shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. The Contractor represents that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system. The Contractor further warrants that it will use the E-Verify system to verify employment eligibility of all its employees throughout the term of this Contract, and that it will remain in compliance with all I-9 requirements throughout the term of this Contract. The Contractor

shall also ensure that any subcontractors use the E-Verify system at all times while providing subcontracted services in connection with this Contract. Contractor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the school system. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

- 3.19.3 The Contractor also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. The Contractor shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors (“contractual personnel”) who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation prior to substantial completion; or (4) new school construction sites prior to substantial completion. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For the Contractor’s convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. The Contractor shall provide certification on the Sexual Offender Registry Check Certification Form (attached as Appendix C) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. With each pay application, the Contractor shall provide an updated list of all Project subcontractors, identifying the date the subcontractor is anticipated to first be on the site, and the status of receipt of the Completed Sexual Offender Registry Check Certification Form from each subcontractor. The Contractor shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, the Contractor agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. The Contractor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. The Contractor shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. The Contractor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the Owner upon request. The Contractor specifically acknowledges that the Owner retains the right to audit these records to ensure compliance with this section at any time in the Owner’s sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Agreement. In addition, the Owner may conduct additional criminal records checks at the Owner’s expense. If the Owner exercises this right to conduct additional criminal records checks, the Contractor agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the Owner for all contractual personnel who may deliver goods or perform services under this Agreement. The Contractor further agrees that it has an ongoing obligation to provide the Owner with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The Owner reserves the right to prohibit any contractual personnel of the Contractor from delivering goods or providing services under this Agreement if the Owner determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.
- 3.19.4 Anti-Nepotism. Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Board of Education or of any principal or central office staff administrator employed by the Board. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Contractor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Contractor shall immediately disclose the family relationship in writing to the Superintendent of the Schools. Unless formally waived by the Board, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to Contractor.

3.19.5 Restricted Companies Lists. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

### 3.20 COMPLIANCE WITH BOARD POLICIES AND PROCEDURES

The Contractor acknowledges that Board policies are available for review at the Owner's website and agrees to comply with the policies. The Contractor also agrees to comply with the following provisions:

3.20.1 The Contractor, its Subcontractors and employees shall not possess or carry, whether openly or concealed, any gun, rifle, pistol, or explosive on any property owned by the Owner. This includes firearms locked in containers, vehicles or firearm racks within vehicles. The Contractor, its Subcontractors and employees shall not cause, encourage or aid a minor, who is less than 18 years old to possess or carry, whether openly or concealed, any weapons on any property owned by the Owner.

3.20.2 The Contractor, its Subcontractors and employees, are prohibited from profane, lewd, obscene or offensive conduct or language, including engaging in sexual harassment.

3.20.3 The Contractor and its Subcontractors shall not manufacture, transmit, conspire to transmit, possess, use or be under the influence of any alcoholic or other intoxicating beverage, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or anabolic steroids, or possess, use, transmit or conspire to transmit drug paraphernalia on any property owned by the Owner.

3.20.4 The Contractor and its Subcontractors may not at any time use or display tobacco or nicotine-containing products, including but not limited to electronic cigarettes (e-cigarettes), on school premises, both indoor and outdoor. The prohibition of the display of tobacco or nicotine products shall not extend to a display that has a legitimate instructional or pedagogical purpose. For purposes of this Contract, "tobacco product" is defined to include cigarettes, cigars, blunts, bidis, pipes, chewing tobacco, snuff, and any other items containing or reasonably resembling tobacco, tobacco products, or any facsimile thereof. "Tobacco use" includes smoking, chewing, dipping, or any other use of tobacco products.

3.20.5 The Contractor, its Subcontractors and employees shall not solicit from or sell to students or staff within the Owner's facilities or campuses, and shall not give gifts of any value to school system employees.

3.20.6 Operators of all commercial vehicles on any property owned by the Owner shall be subject to post-accident, random, reasonable suspicion and follow-up testing for drugs and alcohol.

3.20.7 The Contractor, its Subcontractors and employees are prohibited from using access to the site pursuant to this Agreement as a means to date, court, or enter into a romantic or sexual relationship with any student enrolled in the School System. The Contractor agrees to indemnify the Owner for claims against the Owner resulting from relationships which have occurred or may occur between a student and an employee of the Contractor or Subcontractor.

### 3.21 MINORITY AND HISTORICALLY UNDERUTILIZED BUSINESS

If the Contract Sum is \$300,000 or greater, the Contractor shall make a good faith effort to utilize minority and Historically Underutilized Businesses (HUBs) as defined and required in N.C. Gen. Stat. 143-128.2 to - 128.4. The Contractor shall identify in the list of its Subcontractors, those Subcontractors that are (HUBs) and indicate the portion of the Work that each Subcontractor will perform. If during the duration of the Project, the Contractor effects a substitution for any Subcontractor, or if additional subcontract opportunities become available, the Contractor shall make a good faith effort to utilize HUBs. The Contractor shall submit with each Application for Payment a list of those HUBs whose work is included in the application and the amount due each. Failure or refusal of the Contractor to submit the required information on HUBs shall be grounds to withhold payment.

### END OF ARTICLE 3

## **ARTICLE 4**

### **SUBCONTRACTORS**

#### **4.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

- 4.1.1 The Contractor, in compliance with the requirements of the Contract Documents, shall furnish in writing to the Owner the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity.
- 4.1.2 The Contractor shall identify in the list of names of the Subcontractors proposed, those Subcontractors that are Minority Business Enterprises and the date each is planned to begin work on the project. If during the duration of the project, the Contractor effects a substitution for any Subcontractor, or if additional subcontract opportunities become available, the Contractor shall make a good faith effort to utilize Minority Business Enterprises. At the completion of the project, the Contractor shall provide documentation acceptable to the Owner showing the amount of MBE participation (including a complete list of all subcontractors and their final subcontract amounts).

### END OF ARTICLE 4

## **ARTICLE 5**

### **WORK BY OWNER OR BY SEPARATE CONTRACTORS**

#### **5.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS**

- 5.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract.

#### **5.2 MUTUAL RESPONSIBILITY**

- 5.2.1 Should the Contractor cause damage to the work or property of the Owner or of any separate contractor on the Project, or to other work on the Site, or delay or interfere with the Owner's work on ongoing operations or facilities or adjacent facilities or said separate contractor's work, the Contractor shall be liable for the same; and, in the case of another contractor, the Contractor shall attempt to settle said claim with such other contractor prior to such other contractor's institution of litigation or other proceedings against the Contractor.
- 5.2.2 Should a separate contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present directly to said separate contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the Owner) and shall attempt to settle its claim against said separate contractor prior to the institution of litigation or other proceedings against said separate contractor.
- 5.2.3 In no event shall the Contractor seek to recover from the Owner or the Design Consultant, and the Contractor hereby waives any claims against the Owner and Design Consultant relating to any costs, expenses (including, but not limited to, attorney's fees) or damages or other losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused by any separate

contractor.

### 5.3 COORDINATION OF THE WORK

- 5.3.1 By entering into this contract, Contractor acknowledges that there may be other contractors on the site whose work will be coordinated with that of his own. Contractor expressly warrants and guarantees that he will cooperate with other contractors and will do nothing to delay, hinder or interfere with the work of other separate contractors, the Owner or Design Consultant. Contractor also expressly agrees that, in the event his work is hindered, delayed, interfered with or otherwise affected by a separate contractor, his sole remedy will be a direct action against the separate contractor as described in this Article 5. Contractor will have no remedy, and hereby expressly waives any remedy, against the Owner and/or the Design Consultant on account of delay, hindrance, interference or other event caused by a separate contractor.

## END OF ARTICLE 5

## **ARTICLE 6**

### **MISCELLANEOUS PROVISIONS**

#### 6.1 GOVERNING LAW

- 6.1.1 This contract shall be governed by the law of the State of North Carolina. The Contractor and Owner agree that county where the Project is located shall be the proper venue for any litigation arising out of this Agreement.
- 6.1.2 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly or fully inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

#### 6.2 CLAIMS AND DAMAGES

- 6.2.1 Should the Contractor or any of its Subcontractors suffer injury or damage to person or property because of any act or omission of the Owner or Design Consultant, or of any of their employees, agents or others for whose acts either is legally liable, the claim on behalf of the Contractor or its subcontractors shall be made in writing to the Owner within 10 days after the first observance of such injury or damage; otherwise, the Contractor shall have waived any and all rights he may have against the Owner or the Design Consultant, or their employees, representatives and agents. The Contractor shall indemnify, defend and hold the Owner harmless from any claim by a Subcontractor that is waived because it is not filed in strict conformance with this paragraph or any other provision of this Agreement regarding claims.

#### 6.4 RIGHTS AND REMEDIES

- 6.4.1 The duties and obligations of the Contractor imposed by the Contract Documents and the rights and remedies of the Owner available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 6.4.2 Except as may be specifically agreed in writing, the failure of the Owner or the Design Consultant to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract, or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provisions or right(s) or of the right to subsequently demand such strict performance or exercise such right(s), and the rights shall continue unchanged and remain in full force and effect.
- 6.4.3 The Contractor agrees that he can be adequately compensated by money damages for any breach of this

Contract which may be committed by the Owner and hereby agrees that no default, act, or omission of the Owner or the Design Consultant, except for failure to make progress payments as required by the Contract Documents, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the Owner shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which he might otherwise be or become entitled, save only his right to money damages.

6.4.4 Contractor and Owner acknowledge that the Contract Documents shall not be construed against Owner due to the fact that they may have been drafted by Owner. For purposes of construing the Contract Documents, both Contractor and Owner shall be considered to have jointly drafted the Contract Documents.

6.4.5 In the event that Owner incurs attorney's fees or litigation expenses in connection with enforcing or protecting its rights under the Contract Documents or defending any claim or lawsuit brought against it arising out of the Work or the Contract Documents, Contractor shall reimburse Owner for such reasonable attorney's fees and expenses.

## 6.5 TESTS

6.5.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner timely notice of its readiness so the Design Consultant and the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals, except the Contractor shall be responsible for the cost of any reinspection, including the rescheduling of an inspection requested by the Contractor prior to proper the completion of the work to be inspection.

6.5.2 Unless otherwise stipulated in other Contract Documents, the Contractor shall pay for all utilities required for testing of installed equipment of all of his work and work of each Subcontractor. Boiler fuel other than gas shall be provided by Subcontractor furnishing boilers. Labor and supervision required for making such tests shall be provided at no additional cost to the Owner.

6.5.3 If the Design Consultant or the Owner determines that any Work requires special inspection, testing, or approval which Subparagraph 6.5.1 does not include, the Owner will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 6.5.1. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including compensation for the Design Consultant's and Owner's additional construction management expenses made necessary by such failure.

## 6.6 UNENFORCEABILITY OF ANY PROVISION

6.6.1 If any provision of this Contract is held as a matter of law to be unenforceable or unconscionable, the remainder of the Contract shall be enforceable without such provision.

## 6.7 ATTORNEYS' FEES AND OTHER EXPENSES

6.7.1 The Contractor hereby agrees that he will not submit, assert, litigate or otherwise pursue any frivolous or unsubstantiated claims or claims he has specifically waived under the terms of the Contract Documents. In the event that the Contractor's or its Subcontractor's claims, or any separate item of a claim, is without substantial justification, the Contractor shall reimburse the Owner or Design Consultant for all costs and expenses associated with defending such claim or separate item, including but not limited to, attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction management expenses, or services and any other consultant costs.

- 6.7.2 If the Contractor breaches any obligation under the Contract Documents, the Contractor shall reimburse the Owner and Design Consultant for all costs and expenses incurred by the Owner relating to such breach, including but not limited to attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction management expenses, and any other consultant costs.
- 6.7.3 If the Owner or Design Consultant prevails in a claim brought against the Contractor, including but not limited to, claims for fraud or misrepresentation, overpayment, defective work, delay damages, and recovery of termination expenses, the Contractor shall reimburse the Owner and Design Consultant for all costs and expenses incurred by them relating to such claim, including but not limited to attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction management expenses, and any other consultant costs.

#### END OF ARTICLE 6

### **ARTICLE 7**

#### **TIME**

##### **7.1 DEFINITIONS**

- 7.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial and Final Completion of the Work, as defined in Subparagraph 7.1.3 and 7.1.4, including any allowances and alternates. The Contractor shall complete his Work within Contract Time, unless the Contract Time is modified.
- 7.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein. The Contractor shall not commence Work or store materials or equipment on site until written Notice to Proceed is issued or until the Contractor otherwise receives the Owner's written consent.

##### **7.2 DELAYS AND EXTENSIONS OF TIME**

- 7.2.1 The time during which the Contractor or any of its subcontractors delayed in the performance of the Work by the acts or omissions of the Owner, Design Consultant or their employees or agents, acts of God, unusually severe and abnormal climatic conditions, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotions or freight embargoes, or other conditions beyond the Contractor's or its subcontractors' control and which the Contractor or its subcontractors could not reasonably have foreseen and provided against, shall be added to the time for completion of the Work (i.e., the Contract Time) stated in the Owner-Contractor Agreement; provided, however, that no claim by the Contractor for an extension of time for delays will be considered unless made in strict compliance with the requirements of this Article and other provisions of the Contract Documents.
- 7.2.1.1 For excessive inclement weather, the Contract Time will not be extended due to reasonably anticipated inclement weather or for delays in the aftermath of inclement weather, reasonably anticipated or excessive. The time for performance of this Contract, as stated in the Contract Documents, includes an allowance for calendar days which may not be available for construction out-of-doors; for the purposes of this Contract, the Contractor agrees that the number of calendar days per month based on a five-year average shall be considered reasonably anticipated inclement weather and planned for in the construction schedule per the Contract. Unless the Contractor can substantiate to the satisfaction of the Owner that there was greater than the reasonably anticipated inclement weather considering the total cumulative time from the notice-to-proceed until the building is enclosed using data from the national weather service station identified in the supplemental conditions or a weather station acceptable to the Owner and that such alleged greater than reasonably anticipated inclement weather actually delayed the Work or portions thereof which had an effect upon the Contract Time, the Contractor shall not be entitled to an extension of time.

Also the Contractor agrees that the calculation of the number of excessive inclement weather days shall be the number of days in excess of the five-year average for each month, in which precipitation exceeded one tenth (.10) inch, or in which the highest temperature was 32 degrees F or less as recorded at the approved weather station. Rain days from hurricanes and tropical storms not causing damage in in the county where the Project is located shall be deemed inclement weather days.

If the total accumulated number of calendar days lost to excessive inclement weather, from the notice-to-proceed until the building is enclosed, exceeds the total accumulated number to be reasonably anticipated for the same period based upon the five-year average, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. No extension of time will be made for days due to excessive inclement weather occurring after the building is enclosed or for contracts that do not include work out of doors that is not on the critical path. For the purpose of this Contract, the term "enclosed" is defined to mean when the building is sufficiently roofed and sealed, either temporarily or permanently, to permit the structure to be heated and the plastering and dry-wall trades to work. The Design Consultant shall determine when the structure is "enclosed". Upon the request of either party, the Design Consultant shall issue a letter certifying to the Owner, with a copy to the Contractor, stating the date the building became enclosed. No change in Contract Sum will be authorized because of adjustment of Contract time due to excessive inclement weather.

- 7.2.2 Should a time extension be granted for Substantial Completion the date for Final Completion shall be appropriately adjusted unless specifically stated otherwise.
- 7.2.3 Neither the Owner nor the Design Consultant shall be obligated or liable to the Contractor or its Subcontractors for, and the Contractor hereby expressly waives any claims against the Owner and the Design Consultant on account of any indirect or direct damages, costs or expenses of any nature which the Contractor, its Subcontractors, or Sub-subcontractors or any other person may incur as a result of any delays, interferences, changes in sequence or the like, which are reasonable, foreseeable, contemplated, or avoidable by Contractor, and it is understood and agreed that the Contractor's sole and exclusive remedy in any such events shall be an extension of the Contract Time in accordance with the Contract Documents, unless the delays, interferences, changes in sequence or the like arise solely from or out of any act or omission of the Owner or the Design Consultant, or their agents, employees, consultants or independent. The Contractor shall not be entitled to any damages or extensions of time pursuant to this section for concurrent delays for which the Contractor is at least partially responsible.
- 7.2.4 Subject to other provisions of the Contract Documents, the Contractor may be entitled to an extension of the Contract Time (but no increase in the Contract Sum) for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, his Subcontractors or suppliers, unless caused solely by the Owner or Design Consultant
- 7.2.5 The Contractor and its subcontractors shall not be entitled to and hereby expressly waives any extension of time resulting from any condition or cause unless said claim for extensions of time is made in writing to the Owner within ten (10) days of the first instance of delay.

#### END OF ARTICLE 7

### **ARTICLE 8**

#### **PAYMENTS AND COMPLETION**

- 8.1 SCHEDULE OF VALUES
  - 8.1.1 Before the first Application for Payment, the Contractor shall submit to the Owner a schedule of values allocated to the various portions of the Work.
- 8.2 APPLICATIONS FOR PAYMENT

- 8.2.1 Prior to the date for each progress payment established in the Owner-Contractor Agreement, the Contractor, shall submit to the Owner an itemized Application for Payment including a completed Contractor's Sales Tax Report (attached hereto as Appendix A) for all items provided by the Contractor or any Subcontractors included in the application. The Contractor shall also certify that he has paid all due and payable amounts for which previous certificates for payment were issued and payments received from the Owner and that the work for which payment is requested has been completed.
- 8.2.2 The Owner will retain funds from each progress payment to the maximum extent allowed by N.C. General Statute 143-134.1 until the Work is finally completed and accepted, whether or not the Owner has occupied any or all of the Project before such time. If a reduction in retainage has been made or the Owner stops withholding retainage for any reason, the Owner may increase or commence the retainage as authorized by N.C. Gen. Stat. 143-134.1.
- 8.2.3 Owner will be under no obligation to make payment to the Contractor on account of materials or equipment not incorporated in the Work. Materials once paid for by the Owner become the property of the Owner and may not be removed from the work site without the Owner's written permission.
- 8.2.4 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 8 as "liens".
- 8.2.5 All invoices shall show the following:
- .1 Total amount of contract
  - .2 Amount of change orders
  - .3 Total value of completed work
  - .4 Amount retained by Owner
  - .5 Amount due Contractor
- 8.3 CERTIFICATES FOR PAYMENT
- 8.3.1 By signing a Certificate for Payment, the Design Consultant shall not thereby be deemed to represent that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that it has reviewed the construction means, methods, techniques, sequences, or procedures, or that it has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.
- 8.4 PROGRESS PAYMENTS
- 8.4.1 The Contractor shall promptly pay each Subcontractor (including suppliers, laborers, and material-men) performing labor or furnishing material for the Work, upon receipt of payment from the Owner.
- 8.4.2 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.
- 8.4.3 The Contractor shall not submit more than one pay application during any 30-day period.
- 8.5 PAYMENTS WITHHELD
- 8.5.1 The Design Consultant may decline to certify payment and may withhold their Certificate in whole or in part, to the extent the Design Consultant deems necessary to reasonably protect the Owner from loss associated with unsatisfactory job progress, defective construction, disputed work, claims or any other similar issue. The Design Consultant may also decline to certify payment if the Contractor fails to provide Subcontractor information regarding the use of HUBs and/or sexual registry checks. If the Design Consultant is unable to

make representations to the Owner and to certify payment in the amount of the Application, it will notify the Contractor as provided herein. The Design Consultant may also decline to certify payment because of subsequently discovered evidence or subsequent observations that may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in its opinion to protect the Owner from loss.

## 8.6 FAILURE OF PAYMENT

8.6.1 Payments due and unpaid under the Contract Documents shall not bear interest.

## 8.7 SUBSTANTIAL COMPLETION

8.7.1 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Design Consultant and Owner when the Work or a designated portion thereof is sufficiently complete, in accordance with the Contract Documents, so Owner can fully occupy and utilize the Work for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for Owner's full use may remain for Final Completion. The Contractor shall be solely responsible for the cost to repair or replace any work damaged or destroyed prior to the Date of Substantial Completion.

8.7.2 When the Design Consultant and the Owner on the basis of an inspection jointly determine that the Work or designated portion thereof is substantially complete, they will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Contractor shall provide operation & maintenance manuals, and operation training to the Owner as required by the Contract Documents prior to Substantial Completion. The Owner's occupancy of incomplete work shall not alter the Contractor's responsibilities pursuant to this section.

8.7.3 The acceptance of Substantial Completion payment shall constitute a waiver of all claims by the Contractor and its Subcontractors except those previously made in writing and identified by the Contractor as unsettled at the time the Contractor submits the Application for Payment for Substantial Completion, and except for the retainage sums due at final acceptance. The Contractor shall indemnify and hold the Owner harmless against any claims by its Subcontractors that are waived because they were not made in writing and identified by the Contractor as unsettled when the Contractor submitted the Application for Payment for Substantial Completion.

8.7.4 The issuance of the Certificate of Substantial Completion does not indicate final acceptance of the project by the Owner, and the Contractor is not relieved of any responsibility for the project except as specifically stated in the Certificate of Substantial Completion.

8.7.5 There will be two inspections by the Design Consultant at Substantial Completion:

- .1 To generate a list of items to be completed or corrected before Owner takes possession of the Work.
- .2 To check that the list of items has been completed before issuing Final Payment.

Any additional inspections by the Design Consultant requested by Contractor to complete the Punch List shall result in money being withheld from the Final Payment to cover the cost of these additional inspections.

## 8.8 FINAL COMPLETION AND FINAL PAYMENT

8.8.1 The date of Final Completion of the work is the date certified by the Design Consultant and the Owner when the Work is totally complete, to include punch list work, in accordance with the Contract Documents and the Owner may fully occupy and utilize the work for the use for which it is intended. The issuance of a temporary

or final certificate of occupancy shall not, in itself, constitute Final Completion.

- 8.8.1.1 When the Design Consultant and the Owner find the Work acceptable under the Contract Documents and the Contract fully performed, they will approve a final Certificate of Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable, except for an amount mutually agreed upon for any work remaining incomplete or uncorrected for which the Owner is entitled a credit under the Contract Documents. If the Design Consultant and the Owner find the Work to be incomplete or unacceptable, the costs of re-inspections shall be paid by the Contractor.
- 8.8.2 Final Payment shall not become due until the Contractor provides to the Design Consultant and Owner: three (3) copies of any of the following required:
- .1 Final Change Order
  - .2 Final Application for Payment
  - .3 Consent of Surety to Final Payment - AIA G707(if applicable)
  - .4 Contractor's Affidavit of Release of Liens - AIA G706A
  - .5 Contractor's Affidavit of Payment of Debts and Claims - AIA G706;
  - .6 Certificate of Occupancy (if applicable)
  - .7 Contractor's Warranty, notarized
  - .8 Warranty Summary Sheet with Original Warranties (if not included in O & M Manuals)
  - .9 Certification Letter from Contractor that no Asbestos-Containing Materials were used on the project
  - .10 Final List of Subcontractors (name, address, phone, email, fax nos.)
  - .11 Record Drawings (As-Built) - 1 set
  - .12 Operation and Maintenance Manuals - 3 sets
  - .13 Other project close-out submittals, as required by the Contract Documents.
- 8.8.3 Neither the final payment nor the remaining retained percentage shall become due until the Work is free and clear of any and all liens and the Contractor submits to the Owner:
- .1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied;
  - .2 if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner; and
  - .3 As-built drawings, and other project closeout submittals, as required by the Owner.
- 8.8.4 The making of final payment shall constitute a waiver of all claims by the Owner against the Contractor except those arising from:
- .1 unsettled liens, and claims against the Owner or the Design Consultant, or their employees, agents, or representatives,
  - .2 faulty, defective or non-conforming Work discovered or appearing after Substantial or Final Completion,
  - .3 failure of the Work to comply with the requirements of the Contract Documents,
  - .4 terms of any warranties contained in or required by the Contract Documents,
  - .5 damages incurred by the Owner resulting from lawsuits brought against the Owner, the Design Consultant, or their agents, employees or representatives because of failures or actions on the part of the Contractor, his Subcontractors, Sub-subcontractors, or any of their employees, agents or representatives, or

- .6 fraud or bad faith committed by the Contractor or any subcontractor or supplier during performance of work but discovered by Owner after Final Payment.

8.8.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment

## 8.9 LIQUIDATED DAMAGES

8.9.1 Should the Contractor fail to substantially complete the Work on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by Owner), he shall pay the Owner, as Substantial Completion liquidated damages the daily amount stated in the Supplementary Conditions for each consecutive calendar day that terms of the contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as reasonable and proper measure of damages which the Owner will sustain by failure of the Contractor to complete work within time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

8.9.2 For each consecutive calendar day that the Work remains incomplete after the date established for Final Completion, the Contractor shall pay or Owner will retain the daily amount stated in the Supplementary Conditions as Final Completion Liquidated Damages from the compensation otherwise to be paid to the Contractor. This amount is the minimum measure of damages the Owner will sustain due to the delay in the completion of all remedial work, the delay in the correction of the deficient work, the disruption to the school and the learning environment, the cost of contract management time and resources, administration time, and the inability to use the facilities fully. This amount is in addition to the liquidated damages prescribed above for Substantial Completion.

8.9.3 The amount of liquidated damages set forth in the corresponding Supplementary Conditions shall be assessed cumulatively. The items of cost included in the assessment of liquidated damages are as defined above. This provision for liquidated damages does not bar Owner's right to enforce other rights and remedies against Contractor, including but not limited to, specific performance or injunctive relief.

## 8.10 OWNER'S RIGHT TO OCCUPY INCOMPLETE WORK

8.10.1 Should the Project, or any portion thereof, be incomplete for Substantial or Final Completion at the scheduled date or dates, the Owner shall have the right to occupy any portion of the Project. In such an event, the Contractor shall not be entitled to any extra compensation on account of said occupancy by the Owner or by the Owner's normal full use of the Project, nor shall the Contractor interfere in any way with said normal full use of the Project. Further, in such an event, the Contractor shall not be entitled to any extra compensation on account of the Owner's occupancy and use of the Project, nor shall the Contractor be relieved of any responsibilities of the Contract including the required times of completion and property insurance coverage, unless specifically altered by the Owner in writing. Such occupancy by the Owner shall not, in itself, constitute Substantial or Final Completion.

## END OF ARTICLE 8

## **ARTICLE 9**

### **INSURANCE AND BONDS**

#### 9.1 CONTRACTOR'S INSURANCE AND BONDS

The Contractor shall purchase and maintain in companies properly licensed by the Insurance Department of the State of North Carolina and acceptable to the Owner such insurance as will protect him, the Owner,

and the Owner's agents, representatives, and employees from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include:

- 9.1.1 Worker's Compensation including Occupational Disease and Employer's Liability Insurance
- .1 Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws
  - .2 Employer's Liability
    - \$1,000,000 Each Accident
    - \$1,000,000 Policy Limit
    - \$1,000,000 Each Employee
- 9.1.2 Commercial General Liability (Occurrence Form) - The Contractor shall provide during the life of this Contract such Commercial General Liability (Occurrence Form) Insurance as shall protect Contractor and any Subcontractor performing work under this Contract from claims for damages for Bodily Injury including accidental death, as well as from claims for Property Damage which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them. This insurance shall be on the Standard Insurance Services Office, Inc. (ISO) Commercial Liability Occurrence Form. The Contractor shall procure insurance coverage for direct operations, sublet work, elevators, **contractual liability** and completed operations with limits not less than those stated below:
- A Combined Single Limit for Bodily Injury, Property Damage and Personal Injury of:
- \$2,000,000 General Aggregate (except Products - Completed Operations) Limit
  - \$2,000,000 Products - Completed Operations Aggregate Limit
  - \$1,000,000 Personal and Advertising Injury Limit
  - \$1,000,000 Each Occurrence Limit
- 9.1.3 Property Damages, including Broad Form Property Damage and Explosion, Collapse, Underground property damage coverages, and blasting, where necessary.
- 9.1.4 Completed Operations Liability: Continuous coverage in force for one year after completion of Work.
- 9.1.5 Commercial Automobile Insurance, including coverage for owned, non-owned and hired vehicles - with limits not less than a Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000.
- 9.1.6 Umbrella Liability Insurance: Policy to 'pay on behalf of the Insured' with Limits of Liability: \$1,000,000.
- 9.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Owner. Failure to provide such notice shall not limit the liability of the Insurer, its agents or representatives.
- 9.3 All insurance policies required in this Article, except Worker's Compensation and Commercial Automobile, shall name the Owner as additional named insured for the insurance.
- 9.4 Contractor shall not commence work under this Contract until he has obtained all the insurance and bonds required under Article 9 of this Contract and until such insurance and bonds have been approved by the Owner, nor shall Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by Owner shall not relieve or decrease the liability of Contractor hereunder.
- 9.5 The Commercial General Liability and Workers Compensation Policies provided by Contractor shall have endorsements waiving subrogation against Owner.

- 9.6 PROPERTY INSURANCE. Contractor shall provide the following property insurance through at least Substantial Completion of the Project:
- 9.6.1 Unless stated otherwise in the Supplemental Conditions, Contractor shall purchase and at all times maintain such insurance as will protect Contractor, Owner, Subcontractors and Sub-subcontractors from loss or damage to Work or property in the course of construction, including all machinery, materials and supplies on the premises or in transit thereto and intended to become a part of the finished work until Final Completion. This insurance shall be in the form of 'Builder's Risk Covered Cause of Loss Form' to include, but not limited to, theft, collapse, earth movement and flood. Any deductible provision in such insurance shall not exceed \$5,000.00. Notwithstanding any such deductible provision, Contractor shall remain solely liable for the full amount of any item covered by such insurance.
- 9.6.2 If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by Owner and Contractor, and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.
- 9.7 Owner shall be under no obligation to review any Certificates of Insurance provided by Contractor, or to check or verify Contractor's compliance with any and all requirements regarding insurance imposed by the Contract Documents. Contractor is fully liable for the amounts and types of insurance required herein and is not excused should any policy or certificate of insurance provided by Contractor not comply with any and all requirements regarding insurance imposed by the Contract Documents.
- 9.8 All insurance companies providing the above insurance shall be licensed by the Insurance Department of the State of North Carolina and maintain a rating by AM Best or a similar rating company with a minimum of an "A-" rating.
- 9.9 PERFORMANCE AND PAYMENT BONDS
- "If required by law, or in the Supplemental Conditions or the Contract Documents, Contractor must provide performance and payment bonds each in the amount of the Contract Sum. Such bonds shall be on forms acceptable to Owner and issued by surety companies licensed to do business in North Carolina and having a rating of at least AM Best "A" rating. Contractor may, at its option, make deposit in the form of certified check with Owner in lieu of the performance and payment bonds in an amount equal to the Contract Sum for each such bond, for a total of 200% of the Contract Sum."
- 9.10 Risk of Loss: Contractor shall bear the risk of loss in the event that any of the Work is stolen, lost, damaged or destroyed prior to the Final Completion of the Work, the issuance of a final Certificate of Occupancy, and acceptance of the Work by the Owner. If any of the Work is stolen, lost, damaged, or destroyed prior to Final Completion, the issuance of a final Certificate of Occupancy, and acceptance of the Work by the Owner, due to any reason except the intentional or reckless acts of Owner or Owner's authorized agents, Contractor shall bear the full cost of repairing or replacing all such Work, including all equipment and materials. Contractor should purchase his own insurance to cover this risk if required by the Contract Documents or otherwise if the Contractor so chooses.

#### END OF ARTICLE 9

## **ARTICLE 10**

### **CHANGES IN THE WORK**

#### **10.1 CHANGE ORDERS/CONSTRUCTION CHANGE DIRECTIVE**

- 10.1.1 The Owner may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work or add to the Work within the general scope of the Contract.
- 10.1.2 A Change Order is a document executed pursuant to this Article when the Owner and Contractor agree to Changes in the Work, the Contract Sum, the Contract Time and any other change in the Contract by written agreement signed by Owner, Contractor and Design Consultant designated or indicated to be a Change Order. If the Contractor, subsequent to the issuance of a Construction Change Directive, agrees to its terms including any applicable adjustment to the Contract Sum and Contract Time, Contractor shall sign it and it shall become a Change Order.
- 10.1.3 A Construction Change Directive is a written order prepared by the Design Consultant and signed by the Owner and Design Consultant, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both.

#### **10.2 OWNER DIRECTED CHANGES REQUIRING AN INCREASE IN CONTRACT SUM.**

- 10.2.1 If the Change in the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work).

If the Owner elects to have the Change in the Work performed on a lump sum basis, its election shall be based on a lump sum Proposal which shall be submitted by the Contractor to the Owner within seven (7) days of the Contractor's receipt of a request therefore (but the Owner's request for a lump sum Proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis). The Contractor's Proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor or material total will be acceptable) and shall be accompanied by signed Proposals of any Subcontractors who will perform any portion of the Change in the Work and of any persons who will furnish materials or equipment for incorporation therein. The Proposal shall also include the Contractor's estimate of the time required to perform said changes. The Contractor shall provide any documentation that may be requested by the Owner or Design Consultant to support the change proposal, including but not limited to payroll records, insurance rates, material quotes, and rental quotes. The Change Proposal Forms attached as Appendix B shall be used to submit change proposals on the Project.

The portion of the Proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include reasonably anticipated gross wages of job site labor, including foremen, who will be directly involved in the Change in the Work (for such time as they will be so involved), plus payroll costs (including premium costs of overtime time, if overtime is anticipated, Social Security, Federal or State unemployment insurance taxes and fringe benefits required by collective bargaining agreements entered into by the Contractor or any such Subcontractor in connection with such labor) and up to fifteen percent (15%) of such anticipated gross wages, but not payroll costs, as overhead and profit for the Contractor or any such Subcontractor, as applicable (said overhead and profit to include all supervision except foremen). Payroll costs are limited to 39% of the net pay of the worker.

The portion of the Proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the Change in the Work, plus transportation and applicable sales and use taxes and up to fifteen percent (15%) of said direct material costs as overhead and profit for the Contractor or any such Subcontractor (said overhead and profit to include all small tools), and may further include the Contractor's and any of its Subcontractor's reasonably anticipated rental costs in connection with the Change in the Work (either actual or discounted local published

rates), plus up to eight percent (8%) thereof as overhead and profit for the Contractor or any such Subcontractors, as applicable. The Contractor shall provide an itemized breakdown of all transportation and shipping costs, including receipts documenting the expenses. Notwithstanding the above, overhead and profit shall not be applied to any sales tax paid for any purpose or to any transportation or shipping costs incurred by the Contractor or any subcontractor. If any of the items included in the lump sum Proposal are covered by unit prices contained in the Contract Documents, the Owner may, if it requires the Change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum Proposal, in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices.

The lump sum Proposal may include up to eight percent (8%) of the amount which the Contractor will pay to any of its Subcontractors for Changes in the Work as overhead and profit for the Contractor. The Contractor shall not be reimbursed for the costs of the Subcontractors' Payment and Performance Bonds, as such bonding is not required by the Owner.

- 10.2.2 In the event that (1) the parties are unable to agree as to the reasonable cost and time to perform the Change in the Work based upon the Contractor's Proposal and the Owner does not elect to have the Change in the Work performed on a time and material basis, (2) the Contractor fails to submit his Proposal within the designated period, or (3) the Work needs to begin immediately, the Owner may choose to make a determination of the reasonable cost and time to perform the Change in the Work, based upon its own estimates, the Contractor's submission or a combination thereof. A Construction Change Directive shall be issued in this case for the amounts of cost and time determined by the Owner and shall become final and binding upon the Contractor, subject to Contractor's right to dispute such action in accordance with Paragraph 10.9. Owner has the right to direct by Construction Change Directive a Change in the Work, which is the subject of such Change Order. Failure of the parties to reach agreement regarding the cost and time of the performing the Construction Change Directive, shall not relieve the Contractor from performing the Change in the Work promptly and expeditiously.
- 10.2.2.1 The Owner reserves the right to reject the Contractor's Proposal for a Change in the Work and to elect to perform said Work using a Separate Contractor. Under such circumstances, all provisions of Article 6 shall be in force.
- 10.2.3 If the Owner elects to have the Change in the Work performed on a time and material basis or on a time and material basis with a not to exceed amount, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendence of any nature whatsoever, including foremen, or the cost, use or rental of tools or plant), plus fifteen percent (15%) thereof as the total overhead and profit (except that said fifteen percent (15%) shall not be applied against any payroll costs, as set forth in Paragraph 10.2.1.). If the Owner and Contractor agree upon a not to exceed amount, it shall be clearly identified in the Change Order or change proposal form and shall be the maximum amount paid by the Owner for the identified work. The Contractor shall submit to the Owner daily time and material tickets, on a daily basis to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification of labor employed (and names and social security numbers), the materials used, the equipment rented (not tools) and such other evidence of cost as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The failure of the Contractor to secure any required authentication shall, if the Owner elects to treat it as such, constitute a waiver by the Contractor of any Claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgment by the Owner that the items thereon were reasonably required for the Change in the Work.
- 10.2.3.1 The Contractor may only bill for all or a portion of work performed on a time and material basis if the work has been completed, accepted and properly documented to the Owner and Design Consultant's satisfaction.
- 10.2.4 No overhead and profit will be paid by the Owner on account of a Change in the Work except as specifically

provided in Section 10.2. Overhead and profit, as allowed under Section 10.2, shall be deemed to include all costs and expenses which the Contractor or any of its Subcontractors may incur in the performance of a Change in the Work and which are not otherwise specifically recoverable by them pursuant to Section 10.2.

### 10.3 CONTRACTOR NOTICE OF CHANGE

- 10.3.1 If the Contractor or any of its Subcontractors asserts that any event or occurrence has caused a change in or addition to the Work which change causes an increase or decrease in the Contractor's or its Subcontractors' cost or the time required for the performance of any part of the Work under the Contract, including Work not affected directly by the change, the Contractor shall, within ten (10) days of such event, give the Owner written notice as herein required. Said notice shall include the instructions or circumstances that are the basis of the claim and the Contractor's best estimate of the cost and time involved.
- 10.3.2 If the Contractor intends to assert a claim under this Article, he must, within ten (10) days after receipt of a written Change Directive under Subparagraph 10.2.1 above or the furnishing of a written notice under Subparagraph 10.3.1, submit to the Owner a written statement setting forth the specific nature and cost of such claim, unless this period is extended by the Owner. The statement of claim hereunder may be included in the notice under Subparagraph 10.3.1 above. The statement of claim shall include all direct, indirect and impact costs associated with the change, as well as the Contractor's estimate of the schedule impact of the change, if any. The Contractor and its subcontractors shall not be entitled to reimbursement for any claims that are not filed in strict conformance with this Article. The Contractor shall indemnify and hold the Owner harmless against any claims by Subcontractors that are waived because they are not filed in strict conformance with this Article.
- 10.3.3 If the parties are unable to agree to the reasonable cost and time to perform the Change, or are unable to agree as to whether a change occurred, the Owner shall make a unilateral determination as described in Article 10.2.2. The Contractor shall proceed pursuant to the provisions of that Article.

### 10.4 GENERAL PROVISIONS RELATED TO CHANGES

- 10.4.1 The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of Article 10, and which the Contractor, its Subcontractors or Sub-subcontractors or any other person may incur as a result of delays, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the Work performed pursuant to this Article 10, unless the delay is caused solely by the Owner or its agent. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of his direct costs as compensable hereunder and an extension of the Contract Time, but only in accordance with the provisions of the Contract Documents. The phrase "Owner or its agent" as used in this Agreement, does not include the Prime Contractors or their Subcontractors.
- 10.4.2 No claim by the Contractor hereunder shall be allowed if asserted after final payment under this Contract. No claim relating to or flowing from a particular change shall be allowed after execution of the Change Order relating to that change or commencement of the change by the Contractor.

### 10.5 CHANGES REQUIRING A DECREASE IN CONTRACT SUM.

- 10.5.1 If the Change in the Work will result in a decrease in the Contract Sum, the Owner may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the Owner within ten (10) days of the Owner's request and, if acceptable to the Owner, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Owner in its reasonable judgment, plus fifteen percent (15%)

thereof as overhead and profit.

## 10.6 DISPUTES REGARDING CHANGES.

10.6.1 If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum or an expansion or contraction in the Contract Time as a result of a Change in the Work, the Contractor shall not suspend performance of a Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner shall, however, pay to the Contractor up to the Owner's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in an increase in the Contract Sum; and the Owner shall have the right to decrease the Contract Sum up to the Owner's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in a decrease in the Contract Sum.

## 10.7 MINOR CHANGES IN THE WORK

10.7.1 The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

10.7.2 The Contractor shall not perform any changes in the Work unless authorized in writing by the Design Consultant or Owner.

## 10.8 DIFFERING SITE CONDITIONS

10.8.1 Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications or differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner and the Design Consultant shall thereupon promptly investigate the conditions and if they find that they materially differ from those shown on the drawings or indicated in the specifications, they shall at once make such changes in the drawings and/or specifications as they may find necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes. However, neither the Owner nor the Design Consultant shall be liable or responsible for additional work, costs or changes to the work due to material differences between actual conditions and any geotechnical, soils and other reports, surveys and analyses made available for the Contractor's review.

## 10.9 CLAIMS AND DISPUTE RESOLUTION

10.9.1 Definition. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question from the Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the Contractor.

10.9.2 Time Limits on Claims. Claims by Contractor must be initiated within 10 days occurrence of the event giving rise to such Claim or within 10 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later, but in no event subsequent to the Contractor's final payment application. Claims must be initiated by written notice to the Design Consultant (if there is one) and the other party.

10.9.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as otherwise provided in the Contract Documents, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments in accordance with the Contract Documents.

10.9.4 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for

Claims relating to an emergency endangering life or property when the giving of such notice would increase the risk of injury or damage to persons or property.

- 10.9.5 Claims for Additional Time. If the Contractor wishes to make Claim for an extension of the dates set for Substantial or Final Completion, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Contractor bears the burden of proving it is entitled to an extension of time. Unless Contractor meets this burden, Liquidated Damages shall be assessed automatically.
- 10.9.6 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the relevant period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.
- 10.9.7 Resolution of Claims and Disputes. Claims, including those alleging an error or omission by the Design Consultant, shall be referred initially to the Design Consultant for decision, if there is a Design Consultant with Contract Administration duties which include Claims resolution; otherwise, such Claims by Contractor shall initially be referred to the Owner. An initial decision by such Design Consultant (or Owner as applicable) shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Design Consultant (or Owner as applicable) with no decision having been rendered. The Design Consultant (or Owner as applicable) will not decide disputes between the Contractor and persons or entities other than the Owner.
- 10.9.8 The Design Consultant (or Owner as applicable) will review Claims and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Design Consultant is unable to resolve the Claim if the Design Consultant lacks sufficient information to evaluate the merits of the Claim or if the Design Consultant concludes that, in the Design Consultant's sole discretion, it would be inappropriate for the Design Consultant to resolve the Claim.
- 10.9.9 Upon receipt of the response or supporting data, if any, the Design Consultant (or Owner as applicable) will either reject or approve the Claim in whole or in part.
- 10.9.10 The Design Consultant (or Owner as applicable) will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties or any change in the Contract Sum or Contract Time, or both. The approval or rejection of a Claim by the Design Consultant (or Owner as applicable) shall be final and binding on the parties but subject to mediation and litigation.
- 10.9.11 When a written decision of the Design Consultant (or Owner as applicable) states that (1) the decision is final but subject to mediation and litigation and (2) a demand for mediation of a Claim (if required by Owner's Dispute Resolution Procedures) or the commencement of a lawsuit (if mediation is not required as a pre-condition to litigation in Owner's Dispute Resolution Procedures) covered by such decision must be made or done within 30 days after the date on which the party making the demand (or filing the lawsuit) receives the final written decision, then failure to demand mediation in writing (if required) or file the lawsuit within said 30 days' period shall result in the Design Consultant's (or Owner's as applicable) decision becoming final and binding upon the Owner and Contractor. If the Design Consultant (or Owner as applicable) renders a decision after litigation proceedings have been initiated, such decision may be entered as evidence, but shall not supersede litigation proceedings unless the decision is acceptable to all parties concerned.
- 10.9.12 In the event of a dispute, the Owner, Contractor, and other parties involved in the Project shall utilize the Dispute Resolution Procedures adopted by Owner pursuant to N.C.G.S. §143-128(g), if applicable. Owner's Dispute Resolution Procedures are as follows:

These Procedures are applicable to the resolution of disputes with amounts in controversy in excess of \$15,000.00 arising between or among any parties involved in Owner's construction and repair Projects, including the Design Consultant and the Contractors, and the first and lower tier subcontractors, on Claims arising out of the contract or construction process. In no event shall the Owner be subject to arbitration proceedings pursuant to these Procedures. Unless otherwise specified in these Procedures, if there is any

conflict between these Procedures and the other provisions of the Contract Documents, the terms of these Procedures control.

Any Claim as defined in the Contract Documents or any dispute between parties to a construction contract involving the Project, other than the Owner's claims, except those Claims which are waived shall be subject to nonbinding mediation as a condition precedent to the institution of legal proceedings by any party, except that any party may institute legal proceedings in order to meet any applicable statute of limitations or similar deadlines prior to engaging in nonbinding mediation.

The parties shall endeavor to resolve their claims by nonbinding mediation, which, unless the parties mutually agree otherwise, shall be in accordance with rules established by Owner if Owner is a party to the mediation. If Owner is not a party to the mediation, the mediation shall be conducted in accordance with rules established by the parties to the mediation. The parties to the mediation shall share the cost of mediation equally. The mediation shall be held in the place where the project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- 10.9.13 All suits in law or equity between the Owner and the Contractor arising out of the Contract shall be heard in the appropriate court of justice in the county where the Project is located.

#### END OF ARTICLE 10

### **ARTICLE 11**

#### **CORRECTION OF WORK**

##### **11.1 CORRECTION OF WORK**

- 11.1.1 The Contractor shall promptly reconstruct, replace or correct all Work rejected by the Design Consultant as defective or as failing to conform to the Contract Documents or as not in accordance with the guarantees and warranties specified in the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Design Consultant's and the Owner's additional construction management services made necessary thereby.
- 11.1.2 The Contractor, unless removal is waived by the Owner, shall remove from the site all portions of the Work which are defective or non-conforming, or if permitted or required, he shall correct such work in place at his own expense promptly after receipt of notice, and such rejected Work shall not thereafter be tendered for acceptance unless the former rejection or requirement for correction is disclosed.
- 11.1.3 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Owner, the Owner may either (1) by separate contract or otherwise replace or correct such Work and charge the Contractor the cost occasioned the Owner thereby and remove and store the materials or equipment at the expense of the Contractor, or (2) terminate this Contract for default as provided in Paragraph 12.3. If the Contractor does not pay the cost of such replacement or correction and the removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for additional services of the Design Consultant and the Owner made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 11.1.4 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

- 11.1.5 Nothing contained in this Paragraph 11.1 shall be construed to establish a period of limitation with respect to any other obligation, which the Contractor might have under the Contract Documents, including Paragraph 3.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

END OF ARTICLE 11

**ARTICLE 12**

**TERMINATION OF THE CONTRACT**

**12.1 TERMINATION BY THE CONTRACTOR**

- 12.1.1 If the Work is stopped for a period of sixty (60) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon seven (7) additional days' written notice to the Owner and the Design Consultant, terminate the Contract and recover from the Owner payment on a quantum merit basis, for all Work executed. The Contractor shall not be entitled to collect and hereby expressly waives, any profit on work not performed or any damages related to that portion of the Contract, which has been terminated.

**12.2 TERMINATION FOR CONVENIENCE OF THE OWNER**

- 12.2.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Article 12.4. Contractor shall include termination clauses identical to Article 12 in each of his Subcontracts.

**12.3 DEFAULT TERMINATION**

- 12.3.1 Subject to the provisions of Paragraph 2.3.1, ten (10) days after written notice is mailed to the Contractor, the Owner may terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and his right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by contract or otherwise in any one of the following circumstances:

- .1 if the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time or fails to complete the Work or remedy a default within said period;
- .2 if the Contractor is in material default in carrying out any provisions of the Contract for a cause within his control;
- .3 if the Contractor fails to supply a sufficient number of properly skilled workmen or proper equipment or materials;
- .4 if the Contractor fails to make prompt payment to Subcontractors or for materials or labor, unless he otherwise provides the Owner satisfactory evidence that payment is not legally due;

- .5 if the Contractor disregards laws, permits, ordinances, rules, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the Owner;
- .6 if the Contractor substantially violates any provisions of the Contract Documents; or
- .7 if the Contractor refuses or fails to properly schedule, plan, coordinate and execute the Work, as specified herein, so as to perform the Work within the specified Milestone and Completion dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents.

12.3.2 If, after the Contractor has been terminated for default pursuant to Paragraph 12.3, it is determined that none of the circumstances set forth in Subparagraph 12.3.1 exist, then such termination shall be considered a termination for convenience pursuant to Paragraph 12.2 In such case, the Contractor's sole remedy will be the costs permitted by Article 12.4.

12.3.3 If the Owner so terminates the employment of the Contractor, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the compensation is to be paid to the Contractor hereunder shall exceed the expense of so completing the Work (including compensation for additional managerial, administrative, consultant and inspection services and any damages for delay) such excess shall be paid to the Contractor.

12.3.4 If such expenses shall exceed the unpaid balance, the Contractor shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the Work is partially or fully terminated, the Owner may take possession of and utilize in completing the Work such materials, appliances, supplies, plant and equipment as may be on the site of the terminated portion of the Work and necessary for the completion of the Work. If the Owner does not fully terminate the right of the Contractor to proceed, the Contractor shall continue to perform the part of the work that is not terminated.

#### 12.4 ALLOWABLE TERMINATION COSTS

12.4.1 If the Owner terminates the whole or any portion of the Work pursuant to Paragraph 12.2, then the Owner shall only be liable to the Contractor for those costs reimbursable to the Contractor in accordance with Subparagraph 12.4.2, plus a markup of ten percent for profit and overhead on the actual fully accounted costs recovered under 12.4.2; provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

12.4.1.1 After receipt of a Notice of Termination, the Contractor shall submit to the Owner his termination claim, in the form and with certification prescribed by the Owner. Such claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within such three (3) month period or authorized extension thereof. However, if the Owner determines that the facts justify such action, he may receive and evaluate any such termination claim at any time after such three (3) month period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Owner may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination.

12.4.2 If the Owner terminates the whole or any portion of the Work pursuant to Paragraph 12.2, the Owner shall pay the Contractor the amounts determined by the Owner as follows:

- .1 an amount for supplies, services, or property accepted by the Owner pursuant to Clause 12.5.1.6 or sold or acquired pursuant to Clause 12.5.1.7 and not heretofore paid for, and to the extent provided in the Contract such amount shall be equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges; and
- .2 the total of:

- (1) the cost incurred in the performance of the Work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under Clauses 12.4.2.1 or 12.4.2.2.(2);
- (2) the cost of settling and paying claims arising out of the termination of Work under Subcontracts or orders, pursuant to Clause 12.5.1.5, which are properly chargeable to the terminated portion of the Work (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by Subcontractors or vendors prior to the effective date of the notice of termination), which amounts shall be included in the costs payable under (1) above; and
- (3) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Work and for the termination and settlement of Subcontracts thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to the Contract.

.3 Provided, however, that neither the Owner nor the Design Consultant will be liable for payments to Subcontractors pursuant to Article 12.4.2.2 unless each subcontract contains termination provisions identical to those set forth in Article 12. The Owner and the Design Consultant will not be liable to the Contractor for any costs associated with termination if the subcontract of the party involved does not include the proper termination clauses.

12.4.3 In arriving at any amount due the Contractor pursuant to Paragraph 12.4, there shall be deducted the following:

- .1 all unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of the Contract;
- .2 any claim which the Owner may have against the Contractor;
- .3 such amount as the Owner determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and
- .4 the agreed price for, or the proceeds of sale of, any materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of Clause 12.5.1.7, and not otherwise recovered by or credited to the Owner.

12.4.4 The total sum to be paid to the Contractor under Paragraph 12.4 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted by the Contract. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Subparagraph 12.4.2, the fair value, as determined by the Owner, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner, or to a buyer pursuant to Clause 12.5.1.7.

12.4.5 If the Owner terminates the whole or any part of the Work pursuant to Paragraph 12.3, the Owner may procure, upon such terms and in such manner as the Owner may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner for any excess costs for such similar supplies or services. The Contractor shall continue the performance of the Contract to the extent not terminated hereunder.

## 12.5 GENERAL TERMINATION PROVISIONS

12.5.1 After receipt of a notice of termination from the Owner, pursuant to Paragraph 12.2 or 12.3, and except as otherwise directed by the Owner, the Contractor shall:

- .1 stop Work under the Contract on the date and to the extent specified in the notice of termination;

- .2 place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
- .3 terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
- .4 at the option of the Owner, assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the rights in the contracts so terminated, in which case the Owner shall have the right, at his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- .5 settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, with the approval or ratification of the Owner, to the extent he may require, which approval or ratification shall be final for all the purposes of this Article;
- .6 transfer title and deliver to the entity or entities designated by the Owner, in the manner, at the times and to the extent directed by the Owner to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the Work as had been terminated, the following:
  - (1) the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated by the notice of termination; and
  - (2) the completed or partially completed plans, drawings, information, releases, manuals and other property related to the Work and which, if the Contract had been completed, would have been required to be furnished to the Owner;
- .7 use his best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Owner, any property of the types referred to in Clause 12.5.1.6; provided, however, that the Contractor:
  - (1) shall not be required to extend credit to any buyer, and
  - (2) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under the Contract or shall otherwise be credited to the Contract Sum covered by the Contract or paid in such other manner as the Owner may direct;
- .8 complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
- .9 take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to the Contract, which is in the possession of the Contractor, and in which the Owner has or may acquire an interest.

12.5.2 The Contractor shall, from the effective date of termination until the expiration of three (3) years after final settlement under the Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, but without direct charge to the Owner, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the Work terminated hereunder, or, to the extent approved by the Owner, photographs, micro-photographs or other authentic reproductions thereof.

12.5.3 If the termination, pursuant to Paragraph 12.2, be partial, the Contractor may file with the Owner a claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be

agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this Subparagraph must be asserted within six (6) months from the effective date of the notice of termination.

- 12.5.4 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under Paragraph 12.4.
- 12.5.5 The Contractor shall be entitled to only those damages and that relief from termination by the Owner as specifically provided in Article 12.

END OF ARTICLE 12

END OF GENERAL CONDITIONS

In witness whereof, each individual executing this agreement acknowledges that he/she/it is authorized to execute this agreement on behalf of his/her/its principle and further acknowledges the execution of this agreement the day and year first written above.

**CONTRACTOR'S SALES TAX REPORT (Appendix A)**  
**N.C. STATE & LOCAL SALES TAXES PAID**

**OWNER:** \_\_\_\_\_  
**CONTRACTOR:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_  
**FOR PERIOD FROM:** \_\_\_\_\_  
**TO:** \_\_\_\_\_

VENDOR TAX WAS PAID TO	MATERIAL PURCHASED	ADDRESS	INVOICE NUMBER	DATE	INVOICE AMOUNT	TAXABLE AMOUNT	N.C. TAX	COUNT Y TAX	NAME OF COUNTY
				<b>TOTAL</b>					

I hereby certify that, during the period stated above, all North Carolina sales and use taxes have been paid for the materials, supplies, fixtures, and equipment purchased during that period which have become a part of, or annexed to, a building or structure erected, altered or repaired for the Owner. I further certify that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina sales and use taxes paid thereon, and the cost of property withdrawn from warehouse stock and North Carolina sales or use taxes paid thereon are as set forth above during the time period noted above.

Sworn to and subscribed before me,

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Seal

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

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

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

My Commission Expires: \_\_\_\_\_

**CHANGE PROPOSAL FORM**  
**Time and Material / Unit Price Estimate**

**Project:** \_\_\_\_\_  
**Contract:** \_\_\_\_\_  
**Contractor:** \_\_\_\_\_

**Proposal #:** \_\_\_\_\_  
**Project #:** \_\_\_\_\_  
**Contractor #:** \_\_\_\_\_

**Description of change:** \_\_\_\_\_

**Materials & Labor**

Estimated cost of labor & materials including shipping, overtime, payroll taxes and insurance, and overhead and profit.  
 Maintain accurate records for billing purposes.

**SUBTOTALS**

**Unit Price Work**

Estimated quantity of units required less allowance units not used, times the established unit cost.  
 Maintain accurate records for billing purposes. Third party records may be required.

**Equipment Rental**

Estimated cost of equipment rental including shipping, taxes and overhead and profit.  
 Maintain accurate records for billing purposes.

**Subcontractors**

Estimated cost of subcontracts including all subcontractor expenses.  
 Maintain accurate records for billing purposes.

**Subtotal of Proposal**

**\* TOTAL NOT TO EXCEED CHANGE PROPOSAL ESTIMATE**

Time Extension Requests: \_\_\_\_day(s) Schedule Activity # Affected: \_\_\_\_\_

The Contractor agrees to perform the work outlined in this change proposal for an amount that shall not exceed the amount stated above and in accordance with the Contract documents if the work is authorized by the Owner. If the price to perform the work is expected to exceed the above stated amount, a new change proposal form for the additional work is required.

\* Actual amount paid will be based on actual documented expenses.

**Contractor's Signature:** \_\_\_\_\_

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

**Approval Recommended by Design Consultant:** \_\_\_\_\_

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

**Owner's Representative Approval:** \_\_\_\_\_

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

**CHANGE PROPOSAL FORM**

<b>Project:</b> _____ <b>Contract:</b> _____ <b>Contractor:</b> _____	<b>Proposal #:</b> _____ <b>Project #:</b> _____ <b>Contractor #:</b> _____
-----------------------------------------------------------------------------	-----------------------------------------------------------------------------------

**Description of change:** \_\_\_\_\_

<b>Materials</b>	(Attach list with Qty, Item, Unit \$, Unit mh, Total mh, OT mh, Total \$)	<b>SUBTOTALS</b>
	1 Total Direct Cost of Materials	
	2 Overhead & Profit on Item 1. (15% maximum, includes small tools & consumables)	
	3 Sales Tax	
	4 Shipping & Transportation	
<b>Labor</b>	5 Total Manhours: _____ MH @ _____ /hr.	
	6 Overhead & Profit on Item 5. (15% maximum on straight labor cost, not premium portion) (O & P includes supervisor's time)	
	7 Payroll Taxes & Insurance _____ %	
<b>Equipment Rental</b>	(Include quotes)	
	8 Equipment Rental	
	9 Overhead & Profit on Item 8 (6% maximum).	
<b>Subcontractors</b>	(Include quotes with material & equipment backup)	
	10 Subcontractors	
	11 Overhead & Profit on Item 10 (6% maximum).	
<b>Subtotal of Proposal</b>		

**TOTAL OF CHANGE PROPOSAL** \_\_\_\_\_

Time Extension Requests: \_\_\_\_\_ day(s) Schedule Activity # Affected: \_\_\_\_\_

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

**Contractor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approval Recommended by Design Consultant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Owner's Representative Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## SECTION SC

### SUPPLEMENTAL CONDITIONS

#### GENERAL CONDITIONS

Document GC, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, constitutes the General Conditions of this Contract, and is hereinafter called "General Conditions." The General Conditions are further revised and supplemented by the provisions of these Supplemental Conditions. The General Conditions and the Supplemental Conditions are applicable to all of the Work under this contract and shall apply to the Contractor and all Subcontractors and Sub-subcontractors.

#### SUPPLEMENTS:

The following supplements modify, change, delete, or add to the General Conditions. Where any article of the General Conditions is modified or any paragraph deleted, subparagraph or clause thereof is modified, or deleted by these supplements, the unaltered provisions of such article, paragraph, subparagraph or clause shall remain in effect. If there is a discrepancy between the General Conditions and these Supplemental Conditions, the Supplemental Conditions shall control.

#### ARTICLE 1 - CONTRACT DOCUMENTS

ADD THE FOLLOWING TO SUBPARAGRAPH 1.1.1:

- 1.1.1.1 The Drawings and Specifications referred to in the Contract Documents have been prepared by **CHA Consulting Inc** and are identified by the title:

**North Johnston High School Track Replacement**

#### ARTICLE 3 – CONTRACTOR

ADD THE FOLLOWING TO PARAGRAPH 3.21:

- 3.21 The Owner's policies are available for review at [www.johnston.k12.nc.us](http://www.johnston.k12.nc.us).

#### ARTICLE 7 – TIME

ADD THE FOLLOWING AS A NEW SECOND SENTENCE TO PARAGRAPH 7.2.1:

The Contractor acknowledges that the coronavirus (COVID-19) pandemic has impacted businesses across the country.

#### ARTICLE 8 – PAYMENTS AND COMPLETION

~~ADD THE FOLLOWING TO PARAGRAPH 8.9:~~

- ~~8.9.1 Substantial Completion Liquidated Damages shall be the sum of Seven hundred fifty dollars (\$750) per calendar day, and this amount shall be assessed in accordance with Subparagraph 8.9.1 of the General Conditions.~~

- ~~8.9.2 Final Completion Liquidated Damages shall be the sum of two hundred fifty dollars (\$250) per calendar day, and this amount shall be assessed in accordance with Subparagraph 8.9.2 of the General Conditions.~~

ADD THE FOLLOWING PARAGRAPH 8.11:

- 8.11.1 The schedule below contains certain specific dates in addition to date of Notice to Proceed and Time for Completion. These dates shall be adhered to and are the last acceptable dates unless modified by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated. The only exceptions to this schedule are defined in the General Conditions under Paragraph 7.2 DELAYS AND EXTENSIONS OF TIME.

Notice of Intent to Award – June 10, 2025

Return of Owner Contractor Agreement by Contractor – June 30, 2025

Notice to Proceed – June 30, 2025

Substantial Completion – September 22, 2025

Final Completion – October 26, 2025

- 8.11.2 The Owner reserves the right to withhold the issuance of Notice to Proceed by up to forty-five (45) days. For each day that Notice to Proceed is withheld pursuant to this Subparagraph, the dates established for Substantial Completion and Final Completion shall be adjusted. The contractor shall not be entitled to additional compensation if the owner withholds the issuance of Notice to Proceed pursuant to this Subparagraph.

#### ARTICLE 9 – INSURANCE AND BONDS

ADD THE FOLLOWING TO PARAGRAPH 9.9:

- 9.9 Separate performance and payment bonds in the total amount of the Contract are required for Contract amounts in excess of \$300,000.

END OF SUPPLEMENTAL CONDITIONS

# SUMMARY OF WORK Section 01 11 00

## North Johnston High School Track Replacement

### PART 1 - GENERAL

#### .1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### .2 WORK COVERED BY CONTRACT DOCUMENTS

The Project is: **North Johnston High School Track Replacement**

- 1. Project Location:
    - a. North Johnston High School
  - 2. Owner: Johnston County Public Schools
- 
- B. Contract Documents, **dated May 12, 2025** were prepared for the Project by CHA Consulting Inc., 8601 Six Forks Road, Forum Pone Bldg., Raleigh, NC 27615.
  - C. The Work generally includes: General civil to meet the drawings and specifications.

#### .3 CONTRACTOR USE OF PREMISES

- A. Refer to Special Project Procedures Section 01 35 13 and Work Restrictions 01 14 00.

#### .4 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate owner usage. Perform the Work so as not to interfere with the Owner's operations.

#### .5 MISCELLANEOUS PROVISIONS

- A. None.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 11 00

SUMMARY OF WORK

# WORK RESTRICTIONS Section 01 14 00

## North Johnston High School Track Replacement

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings, general provisions of the Contract, including General Conditions, other Division 1 Specification Sections, and all other contract bid documents apply to this Section.

#### 1.2 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
  - 1. Limits: Confine constructions operations to comply with Johnston County Public Schools security badge system.
  - 2. Johnston County Public Schools Occupancy: Allow for Johnston County Public Schools occupancy of site according to the Project Plan.
  - 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Johnston County Public Schools, Johnston County Public Schools employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

#### 1.3 SUMMARY

- A. This Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.
- B. Specific requirements of each contract are also indicated in individual Specification Sections, All Bid Documents and on Drawings.

#### 1.4 OCCUPANCY REQUIREMENTS

- A. Full Johnston County Public Schools Occupancy: Johnston County Public Schools will occupy site and existing building during entire construction period. Cooperate with Johnston County Public Schools during construction operations to minimize conflicts and facilitate Johnston County Public Schools usage. Perform the Work so as not to interfere with Johnston County Public Schools' operations.

# WORK RESTRICTIONS Section 01 14 00

## 1.5 SPECIAL REQUIREMENTS

- A. Prime and subcontractors are required to comply with Article 2 of Chapter 64 of the North Carolina General Statutes, including but not limited to, the use of E-Verify to verify the legal employment status of its employees.

Each prime and subcontractor shall sign and return their Affidavit of E-Verification to Johnston County Public Schools at the time they return their contract.

If at any time during the project additional workers are hired by the prime or subcontractor, the prime or subcontractor shall notify Johnston County Public Schools, sign and return an Affidavit of E-Verification prior to the new hire beginning work on the project.

If at any time during the project additional prime or subcontractors are added to the project, Johnston County Public Schools shall be notified, and the new prime or subcontractor shall sign and return an Affidavit of E-Verification prior to commencing work on the project.

- B. Criminal Background Investigations of individuals working on school property (sites occupied with students and sites not occupied with students).
- C. At a minimum, the contractor shall obtain a complete North Carolina statewide criminal background investigation for all employees and subcontractors who will work on this project, covering a period for the last seven (7) years. In the event that the contractor or subcontractor is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of North Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. All costs associated with these criminal background checks is the responsibility of the contractor.

Each prime contractor will be responsible for all their employees and all of their subcontractors working under them.

On sites that are occupied with students and staff, a daily sign-in sheet will be presented by each prime contractor to the principal and SRO – Student Resource Officer by 9:00 a.m. each morning. If there is no SRO – provide to the Principal. This list will contain the name of each person on site and the company they work for.

On sites that are new or unoccupied by students and staff – each prime contractor will provide the daily sign-in sheet to the Owner's Rep who will be designated by the Owner at the Pre-Construction Meeting.

The daily sign in log will be made available to the successful prime contractors at the Pre-Construction Meeting.

- D. Any individual with the following criminal convictions or pending charges will **NOT** be permitted on any school project or property.

Child molestation or abuse;

1. Child molestation or abuse;
2. Child pornography;

# WORK RESTRICTIONS Section 01 14 00

3. Repeated domestic violence charges or convictions;
  4. Rape or felony sexual assault;
  5. Any sexually oriented crime;
  6. Drugs: Felony use, possession or distribution within the last 10 years;
  7. Carjacking or automotive theft;
  8. Felonies involving firearms or other deadly weapons;
  9. Felony arson or destruction of property;
  10. Felony theft, burglary, home invasion or robbery;
  11. Felony racketeering or extortion;
  12. Felony kidnapping;
  13. Felony assault, battery, homicide, murder, attempted murder or other violent felony; or
  14. Hate crimes.
- E. Any individual with a prior conviction or pending charges contained in the aforementioned list, shall be banned (not allowed) from any school project or property.
- F. Each person on site must wear a plastic laminated identification badge that identifies the name of the company and the person's name. These badges are to be computer produced at a font large enough to be clearly visible. All costs associated with these criminal background checks is the responsibility of the contractor. The ID badge template will be made available to the successful prime contractors at the Pre-Construction Meeting.
- G. Johnston County Public Schools, may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.
- H. There is a NO TOBACCO policy on all property owned by Johnston County Public Schools. Therefore, use of any type of tobacco product is prohibited. Workers will be asked to leave the site for the balance of the day on their first offense. Workers will be asked to permanently leave the site after the first offense.
- I. All contractors understand and agree that the primary use of an occupied school facility is for the instructional programming to benefit the achievement of the students enrolled in said facility. During periods of standardized and other major testing such as EOG's, etc., the contractors agree to pursue quiet operations that do not disturb the testing operations. No claims for delay will be considered for these days of quiet operation during periods of testing.
- J. In the event the contractor fails to meet their schedule and this failure to meet the scheduled completion dates affect the delivery of Owner furnished furniture and / or equipment – the Owner has the right (at the sole expense of the contractor) to procure the services of security guards to protect furniture and / or equipment that has been delivered to the project until such time as contractor has met the requirements for the Owner's permanent occupancy of the building

# **WORK RESTRICTIONS** Section 01 14 00

(Substantial Completion). The Contractor further agrees that they will pay for all handling, shipping and storage costs associated with the storage of furniture and equipment that cannot be delivered and placed in the building due to the Contractor's failure to meet the scheduled completion dates.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 14 00

# ALLOWANCES Section 01 21 00

## North Johnston High School Track Replacement

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. The Drawings and provisions of the General Conditions, Supplementary General Conditions, and other Sections included under Division 01, General Requirements, are included as a part of this Section as though bound herein.
- B. Designate in Pay Requests and Schedule of Values separate item for cost allowances. Also breakdown costs as follows:
  - 1. Products/materials
  - 2. Work

#### 1.2 ALLOWANCES FOR PRODUCTS/MATERIAL:

- A. Purchase product/material under allowance only as directed by A/E.
- B. Amount of allowance includes:
  - 1. Net cost of product.
  - 2. Delivery to the site.
  - 3. Applicable taxes.
- C. In addition to amount of allowance, include in bid, for inclusion in Contract Sum, Contractor's cost for:
  - 1. Handling at site including unloading, uncrating, and storage.
  - 2. Protection from elements, from damage.
  - 3. Labor, installation, and finishing.
  - 4. Other expenses (e.g., testing, adjusting, and balancing) required to completed installation.
  - 5. Overhead and profit.

#### 1.3 ALLOWANCES FOR WORK

- A. Provide Work under allowance only as directed by A/E.
- B. Amount of Allowance includes:
  - 1. Net cost of product.
  - 2. Delivery to the site.
  - 3. Applicable taxes.
  - 4. Handling at site including unloading, uncrating, and storage.
  - 5. Protection from elements, from damage.
  - 6. Labor, installation, and finishing.
  - 7. Other expenses required to complete installation.

# ALLOWANCES Section 01 21 00

8. A fixed percentage for overhead and profit. Overhead shall include supervision; superintendence; wages of time-keepers, watchmen, and clerks; hand tools, general office expense; and other expenses not included in "cost" under 1. Through 8. Above.
  - a) For Work (labor, materials, and equipment) completed by the Contractor with his own labor, 10 percent shall be added for overhead and profit.
  - b) For Work (labor, materials, and equipment) completed by subcontractor of the Contractor, 5 percent shall be added for overhead and profit.

## 1.4 SELECTION OF PRODUCT/MATERIAL

### A. Architect/Engineer's Duties

1. Consult with Contractor in consideration of product/material and suppliers.
2. Make selection, designate product/material to be used.
3. Notify Contractor in writing, designating:
  - a) Product, size, color, and texture
  - b) Supplier
  - c) Cost, delivered at site

### B. Contractor's Duties

1. Assist A/E in determining qualified suppliers.
2. Obtain proposals from suppliers when requested by Architect/Engineer.
3. Make appropriate recommendations for consideration by Architect/Engineer.
4. Notify A/E in writing, of effect anticipated by selection of product or supplier under consideration on:
  - a) Construction Schedule.
  - b) Contract Sum.
5. On notification of selection enter into purchase agreement with designated supplier.
6. Arrange for delivery and unloading.
7. Promptly inspect product for damage or defects.
8. Submit claims for transportation damage.

## 1.5 ADJUSTMENT OF CASH ALLOWANCES

- A. Unused amounts of moneys included under allowances shall be credited to the Owner by deduct change order prior to approval of Final Application for Payment.

## PART 2 – PRODUCTS (NOT APPLICABLE)

# ALLOWANCES Section 01 21 00

## PART 3 – EXECUTION

### 3.1 RENOVATION/UNFORESEENS ALLOWANCE

- A. Renovation/Unforeseen Allowance for those items and Work hidden, undetectable, or unforeseen and not visible from pre-bid, on-site observation, or not shown, called-for, or reasonably implied in the Contract Documents and which is in compliance with N.C. Building Code and Division of Facility Services requirements. Refer to Schedule at end of section.

### 3.2 SCHEDULE OF ALLOWANCES

- A. Allowances for Work: Note: If not described below, refer to Article 1.3 for description of what is included in the allowance.
- B. Allowance No. 1: Schedule of Allowances
  - B.1. Lump Sum Allowance: Include a \$20,000 allowance/contingency for unforeseen conditions during construction. If this is not used, it will be credited back to JCPS at the end of the project.

END OF SECTION 01 21 00

# ALTERNATES Section 01 23 00

## North Johnston High School Track Replacement

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings, general provisions of the Contract, including General Conditions, other Division 1 Specification Sections, and all other contract bid documents apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.
- B. Specific requirements of each contract are also indicated in individual Specification Sections, All Bid Documents and on Drawings.

#### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Prior to award of the Contract, the Architect will notify each party involved, in writing, of the status of each alternate. The Architect will indicate if alternates have been accepted, rejected, or deferred for later consideration. The Contractor agrees to honor pricing on Bid Alternates for a period of 120 calendar days.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

### ALTERNATES

# ALTERNATES

Section 01 23 00

- D. Schedule: A Schedule of Alternates is included at the end of this Section. The Bid Documents contain technical requirements for materials necessary to achieve the work described under each alternate.

Alternate #1

Add for 50 lbs. per 100 sq ft to unsuitable subgrade

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

END OF SECTION 01 23 00

ALTERNATES

# **SUBSTITUTIONS PROCEDURES** Section 01 25 00

## **North Johnston High School Track Replacement**

### **PART 1 - GENERAL**

#### **.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

#### **.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals."
- C. Standards: Refer to Section "Definitions and Standards" for applicability of industry standards to products specified.
- D. Procedural requirements governing the Contractor's selection of products and product options are included under Section "Materials and Equipment."

#### **.3 DEFINITIONS**

- A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:
  - 1. Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
  - 2. Revisions to Contract Documents requested by the Owner or CHA Consulting Inc.
  - 3. Specified options of products and construction methods included in Contract Documents.
  - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

#### **.4 SUBMITTALS**

- A. Substitution Request Submittal: Requests for substitution will be considered if received within 30 days after commencement of the Work. Requests received more than 30 days after commencement of the Work may be considered or rejected at the discretion of the CHA Consulting Inc.

### **SUBSTITUTIONS PROCEDURES**

# SUBSTITUTIONS PROCEDURES Section 01 25 00

1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.
2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
  - a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
  - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
  - c. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, that will become necessary to accommodate the proposed substitution.
  - d. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
  - e. Cost information, including a proposal of the net change, if any in the Contract Sum.
  - f. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.
3. Engineer's Action: Within one week of receipt of the request for substitution, the Engineer will request additional information or documentation necessary for evaluation of the request. Within 2 weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Engineer will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order.

## PART 2 - PRODUCTS

### .1 SUBSTITUTIONS

- A. Conditions: The Contractor's substitution request will be received and considered by the Engineer when one or more of the following conditions are satisfied, as determined by the Engineer; otherwise requests will be returned without action except to record noncompliance with these requirements.
  1. Extensive revisions to Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of Contract Documents.
  3. The request is timely, fully documented and properly submitted.
  4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.

# **SUBSTITUTIONS PROCEDURES** Section 01 25 00

5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
  6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
  8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
  9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
  10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
- B. The Contractor's submittal and Engineer's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 25 00

# MODIFICATION PROCEDURES Section 01 26 00

## North Johnston High School Track Replacement

### PART 1 - GENERAL

#### .1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### .2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section "Submittals" for requirements for the Contractor's Construction Schedule.
  - 2. Division 01 Section "Applications for Payment" for administrative procedures governing Applications for Payment.
  - 3. Division 01 Section "Product Substitutions" for administrative procedures for handling requests for substitutions made after award of the Contract.

#### .3 MINOR CHANGES IN THE WORK

- A. The Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on AIA Form G710, Architect's Supplemental Instructions.

#### .4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Engineer will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal requests issued by the Engineer are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
  - 2. Within 10 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Engineer for the Owner's review.
    - a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

# MODIFICATION PROCEDURES Section 01 26 00

- c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
- B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Engineer.
  1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
  2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Comply with requirements in Section "Product Substitutions" if the proposed change requires substitution of one product or system for a product or system specified.
- C. Proposal Request Form: Use **Change Order Proposal Form** for Change Order Proposal Requests.
  1. Include sufficient documentation of quantities and unit prices to allow evaluation of quantities with respect to the work required and the intent of the change. Require subcontractors to provide comparable documentation for their work.
  2. Do not use lump sum pricing for any trade or subcontract in excess of \$500.00.
  3. Permit charge for overhead and profit determined as follows:
    - a. for the Contractor, for any work performed by his employees or agents 10% of the costs. Deduct 5% for deductive change orders;
    - b. for the Contractor, for work performed by his Subcontractor, 5% of the amount due the subcontractor; and
    - c. for each Subcontractor, for work performed by such Subcontractor, his employees and agents, 10% of the costs.
    - d. "Costs" shall not include home-office charge or expenses, supervisions, superintendents, wages of time keepers, watchmen and clerks, small tools, incidentals, general office expense and all other expenses generally constituting overhead or general conditions. The proposals from the contractor for extra work shall include a breakdown showing cost for materials, labor, insurance and overhead and profit and bonds.
  4. The maximum total combined markup for bonds and insurance will be two (2) percent of the total amount.

## .5 ALLOWANCES

- A. Allowance Adjustment: For allowance-cost adjustment, base each Change Order Proposal on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place. Where applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  1. Include installation costs in the purchase amount only where indicated as part of the allowance.
  2. When requested, prepare explanations and documentation to substantiate the margins claimed.
  3. The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure, or count.

# MODIFICATION PROCEDURES Section 01 26 00

- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or the Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. The Owner will reject claims submitted later than 21 days.
  - 1. Do not include the Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in Contract Documents.
  - 2. No change to the Contractor's indirect expense is permitted for selection of higher or lower-priced materials or systems of the same scope and nature as originally indicated.

## .6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Engineer may issue a Construction Change Directive on AIA Form G714 or similar form. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. The Construction Change Directive contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

## .7 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Proposal Request, the Engineer will issue a Change Order for signatures of the Owner and the Contractor on AIA Form G701.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 26 00

# Request for Information Section 01 26 13

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

## Johnston County Public Schools- North Johnston High School Track Replacement

To: CHA Consulting Inc.  
8601 Six Forks Road Forum One Bldg.  
Raleigh, NC 27615  
Attn: Tim Riordan  
[triordan@chasolutions.com](mailto:triordan@chasolutions.com)

RFI Number: \_\_\_\_\_

In reference to the above listed project, we are hereby requesting a clarification, determination and/or information concerning the following:

Section Number: \_\_\_\_\_ Drawing Number: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requested By: \_\_\_\_\_ Date of Request: \_\_\_\_\_

Title: \_\_\_\_\_ Date Reply Required: \_\_\_\_\_

In reply to your request, be advised: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reply By: \_\_\_\_\_ Date of Reply: \_\_\_\_\_

Title: \_\_\_\_\_ Date Reply Returned: \_\_\_\_\_

# PAYMENT PROCEDURES Section 01 29 00

## North Johnston High School Track Replacement

### PART 1 - GENERAL

#### .1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### .2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
  - 1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 1 Section "Submittals."

#### .3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. Contractor's Construction Schedule.
    - b. Application for Payment forms, including Continuation Sheets.
    - c. Schedule of allowances.
    - d. List of products.
    - e. List of principal suppliers and fabricators.
    - f. Schedule of submittals.
  - 2. Submit the Schedule of Values to the Engineer at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of the Engineer.
    - c. Project number.

# PAYMENT PROCEDURES Section 01 29 00

- d. Contractor's name and address.
  - e. Date of submittal.
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
- a. Related Specification Section or Division.
  - b. Description of Work.
  - c. Name of subcontractor.
  - d. Name of manufacturer or fabricator.
  - e. Name of supplier.
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value.
- 1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
- a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.
6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
- b. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.
8. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

## .4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner.

# PAYMENT PROCEDURES Section 01 29 00

1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: The date for each progress payment application is the seventh day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 7 days prior to the date for each progress payment.
- C. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment. Use the Sales Tax form to report applicable state and county sales taxes. Include a completed Payment Application Cover Sheet with each application.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Engineer will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Sales Tax Summary – The project is subject to a sales tax rebate for the Owner. Each contractor and subcontractor shall submit a summary of payments made and invoices received including sales taxes for the month being billed. Each contractor shall maintain these accounts on the form included in this project manual entitled Certificate Concerning North Carolina State and County Sales Tax (hereinafter referred to as the “Sales Tax Form”. All supporting documentation is required on a monthly basis along with the payment application. Supporting documentation is identified on the form. When the Contractor submits multiple Sales Tax Forms, he shall also provide a notarized summary form that lists each Subcontractor and the taxes reported by that subcontractor. A total for each column shall be computed and reported on this summary sheet. This summary sheet shall be the first sheet of the sales tax reports submitted.
- F. Transmittal: Submit two (2) signed and notarized original copies of each Application for Payment (including separately notarized sales tax reports) to the Engineer by a method ensuring receipt within 24 hours. Both copies shall be complete, including waivers of lien and similar attachments, when required.
  1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Engineer.
- G. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.
  2. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item. Retainage is to be calculated at a rate of 5% and will be withheld in accordance with the requirements set forth in the N.C. General Statutes
  3. When an application shows completion of an item, submit final or full waivers.
  4. The Owner reserves the right to designate which entities involved in the Work must submit waivers.

# PAYMENT PROCEDURES Section 01 29 00

5. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- H. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
  1. List of subcontractors.
  2. List of principal suppliers and fabricators.
  3. Schedule of Values.
  4. Contractor's Construction Schedule (preliminary if not final).
  5. Schedule of principal products.
  6. Submittal Schedule (preliminary if not final).
  7. List of Contractor's staff assignments.
  8. List of Contractor's principal consultants.
  9. Copies of building permits.
  10. Copies of authorizations and licenses from governing authorities for performance of the Work.
  11. Initial progress report.
  12. Report of preconstruction meeting.
  13. Certificates of insurance and insurance policies.
  14. Performance and payment bonds.
  15. Data needed to acquire the Owner's insurance.
  16. Initial settlement survey and damage report, if required.
  17. Completed Payment Application coversheet, and all items itemize thereon.
- I. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
  1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  2. Administrative actions and submittals that shall precede or coincide with this application include:
    - a. Occupancy permits and similar approvals.
    - b. Warranties (guarantees) and maintenance agreements.
    - c. Test/adjust/balance records.
    - d. Maintenance instructions.
    - e. Startup performance reports.
    - f. Final cleaning.
    - g. Application for reduction of retainage and consent of surety.
    - h. Advice on shifting insurance coverages.
    - i. Final progress photographs.
    - j. List of incomplete Work, recognized as exceptions to Engineer's Certificate of Substantial Completion.
- J. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

# **PAYMENT PROCEDURES** Section 01 29 00

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Proof that taxes, fees, and similar obligations were paid.
7. Removal of temporary facilities and services.
8. Removal of surplus materials, rubbish, and similar elements.
9. Submit Appendix E MBE Documentation for Contract Payments as documentation of payment to minority businesses for work on the Project.
10. Submit Lien Waivers from subcontractors and major equipment suppliers.
11. Submit Affidavit of Payment of Debts and Claims with all supporting documentation.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 29 00

# PROJECT MANAGEMENT & COORDINATION

Section 01 31 00

## North Johnston High School Track Replacement

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings, general provisions of the Contract, including General Conditions, other Division 1 Specification Sections, and all other contract bid documents apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on ` Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Conservation.
  - 3. Coordination Drawings.
  - 4. Administrative and supervisory personnel.
  - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Specific requirements of each contract are also indicated in individual Specification Sections, All Bid Documents and on Drawings.

#### 1.3 COORDINATION

- A. Coordination: The General Contractor shall coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. The GC shall coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation. The GC shall be the Project Expediter and Project Coordinator on this project.
  - 1. The GC shall schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. If necessary, all Prime Contractors shall prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

# PROJECT MANAGEMENT & COORDINATION

## Section 01 31 00

1. Prepare similar memoranda for architect, Owner, Owner's rep & Program / Construction Manager and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: The GC shall coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following: It is the responsibility of all Prime Contractors to coordinate with GC in the preparation of all scheduling and coordination issues.
  1. Preparation of Contractor's Construction Schedule.
  2. Preparation of the Schedule of Values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
  1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

### 1.4 SUBMITTALS

- A. Staff Names: Within 5 working days of starting construction operations, all Prime Contractors will submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers.
- B. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.

### 1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
  1. Include special personnel required for coordination of operations with other contractors.

# PROJECT MANAGEMENT & COORDINATION

## Section 01 31 00

### 1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify architect, Owner, Owner's rep & Program / Construction Manager, of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees at least 3 days prior to the scheduled meeting.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including, architect, Owner, Owner's rep & Program / Construction Manager within 2 days of the meeting.

- B. Preconstruction Conference: The architect will schedule a pre-construction conference, at a time convenient to contractors, architect, Owner, Owner's rep & Program / Construction Manager, but no later than 10 days after notice to proceed. The conference will be at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of architect, Owner, Owner's rep & Program / Construction Manager, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
  - a. Tentative construction schedule.
  - b. Phasing.
  - c. Critical work sequencing.
  - d. Designation of responsible personnel.
  - e. Procedures for processing field decisions and Change Orders.
  - f. Procedures for processing Applications for Payment.
  - g. Distribution of the Contract Documents.
  - h. Submittal procedures.
  - i. Preparation of Record Documents.
  - j. Use of the premises.
  - k. Responsibility for temporary facilities and controls.
  - l. Parking availability.
  - m. Office, work, and storage areas.
  - n. Equipment deliveries and priorities.
  - o. First aid.
  - p. Security.
  - q. Progress cleaning.
  - r. Working hours.

# PROJECT MANAGEMENT & COORDINATION

## Section 01 31 00

- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction. These Pre-Installation meetings shall include all work scopes / trades as directed by architect, Owner, Owner's rep & Program / Construction Manager.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise architect, Owner, Owner's rep & Program / Construction Manager of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related Change Orders.
    - d. Purchases.
    - e. Deliveries.
    - f. Submittals.
    - g. Review of mockups.
    - h. Possible conflicts.
    - i. Compatibility problems.
    - j. Time schedules.
    - k. Weather limitations.
    - l. Manufacturer's written recommendations.
    - m. Warranty requirements.
    - n. Compatibility of materials.
    - o. Acceptability of substrates.
    - p. Temporary facilities and controls.
    - q. Space and access limitations.
    - r. Regulations of authorities having jurisdiction.
    - s. Testing and inspecting requirements.
    - t. Required performance results.
    - u. Protection of construction and personnel.
    - v. Review of the "Project Plan".
  3. Record significant conference discussions, agreements, and disagreements.
  4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to architect, Owner, Owner's rep & Program / Construction Manager, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work within 24 hours of notification of an issue needing action by one or more parties.

# PROJECT MANAGEMENT & COORDINATION

## Section 01 31 00

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time. (See Section 01311 for specific scheduling requirements).
  - b. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) Deliveries.
    - 5) Off-site fabrication.
    - 6) Access.
    - 7) Site utilization.
    - 8) Temporary facilities and controls.
    - 9) Work hours.
    - 10) Hazards and risks.
    - 11) Progress cleaning.
    - 12) Quality and work standards.
    - 13) Change Orders.
    - 14) Documentation of information for payment requests.
3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
  - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
  1. Attendees: In addition to architect, Owner, Owner's rep & Program / Construction Manager each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of

# PROJECT MANAGEMENT & COORDINATION

## Section 01 31 00

schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
  - c. Review present and future needs of each contractor present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) Deliveries.
    - 5) Off-site fabrication.
    - 6) Access.
    - 7) Site utilization.
    - 8) Temporary facilities and controls.
    - 9) Work hours.
    - 10) Hazards and risks.
    - 11) Progress cleaning.
    - 12) Quality and work standards.
    - 13) Change Orders.
3. Reporting: General Contractor to record meeting results and distribute copies within 2 working days to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PRODUCTS (Not Used)

EXECUTION (Not Used)

END OF SECTION 01 31 00

# CONSTRUCTION PROGRESS DOCUMENTATION

## Section 01 32 00

### North Johnston High School Track Replacement

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Schedule.
  - 2. Submittals Schedule.
  - 3. Daily construction reports.
  - 4. Material location reports.
  - 5. Field condition reports.
  - 6. Special reports.
  - 7. Construction photographs.
- B. Specific requirements of each contract are also indicated in individual Specification Sections, All Bid Documents and on Drawings.
- C. Construction Photographs: Submit two prints of each photographic view (4 views total) within five working days of taking photographs, must be submitted with each monthly pay application.
  - 1. Format: Digitally formatted in a manner acceptable to the architect, Owner, Owner's rep & Program / Construction Manager, and provided electronically.
  - 2. Identification: On each print, provide an electronically applied label with the following information:
    - a. Name of Project.
    - b. Name and address of photographer.
    - c. Name of Architect and Owner.
    - d. Name of Contractor.
    - e. Date photograph was taken.
    - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
  - 3. Negatives: Submit a complete set of photographic negatives or diskette containing electronic image file in protective envelopes with each submittal of prints. Identify date photographs were taken.

# CONSTRUCTION PROGRESS DOCUMENTATION

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- D. Daily Construction Reports: Submitted Daily to architect, Owner, Owner's rep & Program / Construction Manager in a format as defined by Owner (including electronic formats such as Primavera Expedition).
- E. Material Location Reports: Submit as required by architect, Owner, Owner's rep & Program / Construction Manager.
- F. Field Condition Reports: Submitted to architect, Owner, Owner's rep & Program / Construction Manager in a format as defined by architect, Owner, Owner's rep & Program / Construction Manager (including electronic formats such as Primavera Expedition).
- G. Special Reports: Submitted per occurrence to Architect and Owner's Representative in a format as defined by architect, Owner, Owner's rep & Program / Construction Manager (including electronic formats such as Primavera Expedition).

### 1.3 QUALITY ASSURANCE

- 1. Photographer Qualifications: Digital photos of high quality taken by the General Contractor are acceptable.

### 1.4 COORDINATION

- A. Auxiliary Services: Cooperate with other trades, architect, Owner, Owner's rep & Program / Construction Manager, and provide auxiliary services requested, including access to Project site and use of temporary facilities including temporary lighting.

## PART 2 - PRODUCTS

### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  - 2. Initial Submittal: Submit concurrently with preliminary network diagram. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead-time for manufacture or fabrication.
    - a. Show submittals on the Preliminary Construction Schedule.

# CONSTRUCTION PROGRESS DOCUMENTATION

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- b. Submittals must be logged and maintained in a format as defined by architect, Owner, Owner's rep & Program / Construction Manager, (including electronic formats such as Primavera Expedition).

### 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Work by Johnston County Public Schools: Include a separate activity for each portion of the Work performed by Johnston County Public Schools.
4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date. Delivery dates indicated stipulate the earliest possible delivery date.
5. Johnston County Public Schools -Furnished Products: Include a separate activity for each product. Include delivery date. Delivery dates indicated stipulate the earliest possible delivery date.
6. Work Restrictions: Show the effect of the following items on the schedule:
  - a. Coordination with existing construction.
  - b. Limitations of continued occupancies.
  - c. Uninterruptible services.
  - d. Partial occupancy before Substantial Completion. (Show staff occupying the building to set up classes & stocking at least 30 days prior to the contract substantial completion date).
  - e. Use of premises restrictions.
  - f. Provisions for future construction.
  - g. Seasonal variations.
  - h. Environmental control.
7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
  - a. Subcontract awards.
  - b. Submittals.
  - c. Purchases.
  - d. Mockups.
  - e. Fabrication.
  - f. Sample testing.
  - g. Deliveries.
  - h. Installation.
  - i. Tests and inspections.
  - j. Adjusting.
  - k. Curing.
  - l. Startup and placement into final use and operation.

# CONSTRUCTION PROGRESS DOCUMENTATION

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8. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
  - a. Structural completion.
  - b. Permanent space enclosure.
  - c. Completion of mechanical installation.
  - d. Completion of electrical installation.
  - e. Substantial Completion.
9. Responsibilities: Identify each activity according to the responsibility for that activity. Responsibilities categorization of activities shall include
  - a. Johnston County Public Schools
  - b. Architect
  - c. City or County Agency having jurisdiction
  - d. General Contractor
  - e. Mechanical Contractor
  - f. Plumbing Contractor
  - g. HVAC Contractor
  - h. Electrical Contractor
  - i. Technology Contractor
  - j. Others having prime contracts

The purpose of this responsibility is to sort the schedule by entities having prime agreements with Johnston County Public Schools, Architect, agencies having jurisdiction. Establish secondary responsibilities in a separate activity definition for the purposes of sorting by subcontractors for the contractor's convenience.

## 2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. High and low temperatures and general weather conditions.
  5. Accidents.
  6. Meetings and significant decisions.
  7. Unusual events (refer to special reports).
  8. Stoppages, delays, shortages, and losses.
  9. Meter readings and similar recordings.
  10. Emergency procedures.
  11. Orders and requests of authorities having jurisdiction.

# CONSTRUCTION PROGRESS DOCUMENTATION

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12. Change Orders received and implemented.
13. Construction Change Directives received.
14. Services connected and disconnected.
15. Equipment or system tests and startups.
16. Partial Completions and occupancies.
17. Substantial Completions authorized.

- B. Material Location Reports: At intervals as required by the architect, Owner, Owner's rep & Program / Construction Manager, prepare a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information on Primavera Expedition. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

### 2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to architect, Owner, Owner's rep & Program / Construction Manager, within one day of an occurrence. Distribute copies of report to parties affected by the occurrence by way of Primavera Expedition.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, and response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise architect, Owner, Owner's rep & Program / Construction Manager, in advance when these events are known or predictable.

END OF SECTION 01 32 00

# CONSTRUCTION SCHEDULES & REPORTS

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### North Johnston High School Track Replacement

#### 1.01 GENERAL REQUIREMENTS

- A. The work under this contract shall be planned, scheduled, executed and reported using the Critical Path Method (hereinafter referred to as: CPM), pursuant to the provisions of the General Conditions. Any deviation between this scheduling specification and the General Conditions shall be governed by the more stringent spec at the full discretion of the Engineer, Owner, Owner's rep & Program / Construction Manager.
- B. The primary objectives of the project scheduling program are to insure the adequate planning, scheduling and execution of the construction activities so they may be prosecuted in an orderly and expeditious manner, within the Contract Time and the milestones stipulated by the Contract, to provide optimum coordination between contractors, to establish the basis for measuring and monitoring individual contractor progress and overall project progress, to detect problems for the purpose of taking corrective action to maintain the scheduled program and to provide a mechanism or tool for determining and monitoring such corrective actions.
- C. Any schedule templates prepared for this project by the owner are made available by the Owner solely as an aid to the Contractor. Any construction plan depicted in the schedule template may not optimize, and it is not intended to optimize, the Bidder's costs or resources. It is intended that these schedules will reflect the milestones and completion dates established by the Owner. However, the services provided by the Engineer, Owner, Owner's rep & Program / Construction Manager, the existence of schedules, networks, or any other charts or services prepared or performed by the Engineer, Owner, Owner's rep & Program / Construction Manager shall in no way relieve the Contractor and/or Project Expediter of the responsibility of complying with all of the requirements of the Contract Documents, including but not limited to the responsibility of completing the Work within the Contract Time and the responsibility of planning, scheduling and coordinating the work. The Contractor is required to comply with all control procedures specified herein and with any reasonable changes that may be necessary, in the opinion of the Engineer, Owner, Owner's rep & Program / Construction Manager, or that are provided to the contractor regarding key dates, during the contract duration.
- D. Any and all milestone or specific Dates listed in these specifications, or elsewhere in the Contract Documents, represent only the major items of construction/erection work or interface dates. The milestone completion dates indicated are considered essential to the satisfactory performance of this Contract and to the coordination of all work on the project.

The milestone dates listed are not intended to be a complete listing of all work under this Contract or of all interfaces with other project contractors.

The milestone dates listed represent the latest allowable completion dates. Earlier completion dates may be established by the Project Expediter as agreed by the Contractor(s), Engineer, Owner, Owner's rep & / or Program / Construction Manager.

- E. If the Contractor should desire or intend to complete the work earlier than any required Milestone or Completion date, the Engineer, Owner, Owner's rep & Program /

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Construction Manager shall not be liable to the Contractor for any costs or other damages should the contractor be unable to complete the Work before such Milestone or Completion date. The duties, obligations and warranties of the Owner to the Contractor shall be consistent with and applicable only to the completion of the Work on the Milestone and completion dates required in the Owner-Contractor Agreement, unless the Owner and Contractor otherwise agree in writing.

**F. THE GENERAL CONSTRUCTION CONTRACTOR IS THE PROJECT EXPEDITER / COORDINATOR AND HAS THE DUTY OF SCHEDULE PREPARATION, COORDINATION, UPDATING & REPORTING.**

### 1.02 PRE-BID

A. The Owner reserves the right to the following prior to the receipt of bids:

1. Engineer, Owner, Owner's rep & Program / Construction Manager or a third party scheduling consultant may prepare a Preliminary Provisional Network, which displays a construction plan to complete the Project in compliance with Specific Dates listed in the Bid Documents..
  - a. The Engineer, Owner, Owner's rep & Program / Construction Manager make no warranty or representation either express or implied, as to the reasonableness of or feasibility of the fact that this Preliminary Provisional Network may be a complete listing of all of the Work activities required by this Contract.
  - b. Each Bidder is under the obligation of reviewing and analyzing the Preliminary Provisional Network and determining its feasibility and reasonableness with regard to the activities required by the Contract Documents, the duration of such activities and the sequence of work required in order to complete the work within the contract time.
2. At the sole discretion of the Owner the Engineer, Owner, Owner's rep & Program / Construction Manager may conduct a Pre-Bid Conference to familiarize bidders with the Project and the Preliminary Provisional Network, if supplied.

### 1.03 POST AWARD ACTIVITIES

A. The Contractor shall perform the following after receipt of the Notice to Proceed.:

Immediately following the receipt of Notice to Proceed,, the General Contractor shall commence the preparation of the Detailed Construction Schedule. In this respect and prior to the next meeting with the Engineer, Owner, Owner's rep & Program / Construction Manager, the Contractor shall assemble, with the assistance of his Subcontractors and Suppliers, information regarding the project that includes but is not limited to:

1. A Detailed Construction Schedule that represents the Contractor's best judgment in how he shall prosecute and complete the work in compliance with the Contract Milestone Dates and any Specific Dates stipulated in the General Conditions or other contract documents.

# CONSTRUCTION SCHEDULES & REPORTS

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2. The identity and duration of all activities to be included in this construction plan shall meet the following criteria:
    - (A) Activity descriptions shall be clear and concise. The beginning and end of each activity shall be readily verifiable.
    - (B) Responsibility for each activity shall be identified with a single performing organization. (i.e., Primes, suppliers, vendors and all sub-contractor)
    - (C) The cost component for each activity shall be provided, if requested by the Owner. The sum of the activity cost components shall equal the contract price.
    - (D) An activity must be no more than 14 calendar days in duration unless approved in advance by the Engineer, Owner, Owner's rep & Program / Construction Manager.
    - (E) Include relevant predecessors and successors for each activity as well as the type of relationships between, and any lag time required. All activities except the first activity (i.e., NTP) and last activity (i.e., Final Completion) shall have both predecessors and successors.
    - (F) Listing of Project submittals, approvals, and material/equipment site deliveries dates.
  3. The identity of planned and reasonably anticipated inclement weather as identified in Article 4.3.7.2 of the General Conditions.
  4. The identity of long lead items and delivery dates of all major pieces of equipment or materials.
  5. The schedule must be resource loaded and identify the contractor performing the work and the number of workers needed to perform each activity.
- B. The General Contractor shall, within **fourteen (14) calendar days** following Notice to Proceed, submit to the Engineer, Owner, Owner's rep & Program / Construction Manager, **a Computerized Construction Schedule** in precedence format that is acceptable to the owner.
- . The Detailed Construction Schedule shall show:
- a. The order and interdependencies of the contractor's activities and the major points of interface or interrelation with the activities of others, including Specific Dates for completion.
  - b. Conformance with and identification of the specified mandatory milestone dates specified in the Contract Documents.
  - c. The description and quantity of work by activity.

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- d. The time required for engineering, preparation and approval of shop drawings, manufacturing, and delivery of Contractor-furnished permanent plant materials.
  - e. The time required for procurement, delivery, and erection of the Contractor's permanent plant materials.
  - f. Delivery of Owner-furnished material and equipment.
  - g. Shop fabrication and delivery.
  - h. Critical Path (or Paths).
  - i. Erection and installation.
  - j. Testing of equipment and materials.
  - k. Activity calendars, Incorporating potential weather delays, or multi- work periods.
- C. The Detailed Construction Schedule shall indicate an early completion date for the project that is no later than the project's required completion date. All activity duration's shall be given in work days. The Schedule shall also indicate each of the following:
- 1. Interfaces with the work of outside contractors, e.g., utilities, power, and with any separate contractor.
  - 2. Estimated duration time for each activity.
  - 3. Early start date for each activity.
  - 4. Late start date for each activity.
  - 5. Early finish date for each activity.
  - 6. Late finish date for each activity.
  - 7. Float available for each path of activities containing float.
  - 8. Actual start date for each activity begun.
  - 9. Actual finish date for each activity completed.
  - 10. Identification of all critical path activities in the schedule analysis.
  - 11. The critical path for the project, with said path of activities being clearly and easily recognizable on the time-scaled network diagram. The relationship between all non-critical activities and activities on the critical path shall be clearly shown on the network diagram.
  - 12. The dollar value of each activity in relation to the schedule of values, if required by the Owner.

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13. The responsibility code for the Contractor or Subcontractor performing each activity or portion thereof.
- D. The Engineer, Owner, Owner's rep & Program / Construction Manager will review the Contractor's Detailed Construction Schedule, for compatibility with the Project Milestones, Completion Schedule and Project Expeditors' Schedule. If requested, a meeting will be held between the Engineer, Owner, Owner's rep & Program / Construction Manager and Contractor to resolve any conflicts in the Contractor's schedule. The Contractor shall revise his schedule as required by the Engineer, Owner, Owner's rep & Program / Construction Manager to ensure completion of the Project in accordance with the Project's Milestone and Completion Dates and shall submit his revised schedule to the Engineer, Owner, Owner's rep & Program / Construction Manager within five (5) calendar days.
- E. Within **fourteen (14) calendar days** following Notice to Proceed, the Contractor shall submit a Schedule of Values for review by the Engineer, Owner, Owner's rep & Program / Construction Manager. The Schedule of Values will allocate a dollar value (cost) for each activity. Each activity cost allocation shall include a labor, equipment and material cost and a pro rata contribution to overhead and profit. The sum of all activity costs shall be equal to the total Contract Sum. Each activity cost shall be coded with a cost code corresponding to the subcontractor responsible for performing the Work so that subtotals for each division of the Work can be prepared.
- F. Approval by the Engineer, Owner, Owner's rep & Program / Construction Manager of the Project Expediter's Project Construction Schedule is advisory only and shall not relieve the Contractors of the responsibility for accomplishing the Work within each and every Contract-required Milestone and Completion date. Omissions and errors in the approved Project Construction Schedule shall not excuse performance which is not in compliance with the contract. Acceptance by the Engineer, Owner, Owner's rep & Program / Construction Manager in no way makes the Engineer, Owner, Owner's rep & Program / Construction Manager an insurer of the Project Construction Schedule's success or liable for time or cost overruns flowing from its shortcomings. The Owner hereby disclaims any obligation or liability by reason of Engineer, Owner, Owner's rep & Program / Construction Manager acceptance of or acquiescence to the Project Construction Schedule.
- G. The **Project Expediter / General Contractor** shall compile, organize, and present a fully integrated Computerized Project Construction Schedule to the Engineer, Owner, Owner's rep & Program / Construction Manager within **fourteen (14) calendar days** of Notice to Proceed. The Project Expediter shall provide five (5) hard copies of the Detailed Construction Schedule, and one electronic Primavera P6 compatible file copy, the Schedule of Values and Computer Reports to the Engineer, Owner, Owner's rep & Program / Construction Manager and Prime Contractors for final review and acceptance. The Project Expediter shall use the approved Project Construction Schedule in planning, organizing, directing, coordinating, performing and executing the work (including all activities of Subcontractors, equipment deliveries, vendors, and suppliers) and shall be the basis for evaluating the progress of the Work, subject to such revisions made in such schedule as provided for herein or in the Contract Documents.
- H. The **Project Expediter** will develop and maintain the overall Project Construction Schedule, of which the Contractor's Detailed Construction Schedule will be a part. This

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schedule will be in precedence format and will be computer generated and updated and with the inclusion of the approved prime contractor schedules will be the controlling schedule document utilized for managing overall project construction.

### 1.04 COMPUTER COST AND SCHEDULE REPORTS

A. Every month the Project Expediter will generate all monthly Prime contractors' progress documents (i.e., monthly Turn-a-round Documents and the progress payment application Cost/Schedule Reports) from the Detailed Construction Schedule, based on the Progress Reports received from the Contractors. These Reports will reflect the progress of the project in respect to both cost and time.

B. Report Content:

1. The initial and subsequent Schedule Reports shall include the following minimum information for each activity: activity number, by total float (from the least to the most), and late start date, in chronological order:

- a. activity number
- b. activity description
- c. estimated duration in days
- d. early and late start dates
- e. early and late finish dates
- f. percentage of activity completed as of each report
- g. total float-positive/days behind schedule-negative
- h. responsibility for activity.

The Project Expediter will produce monthly (4) four schedule reports. The reports are:

1. All activities on the Project Construction Schedule sorted by activity number.
  2. Activity by Prime Contractor sorted. Further sorted by activity number.
  3. All activities for prime contractors sorted by total float.
  4. All activities by late start in chronological order.
2. The initial and subsequent Cost Reports shall include the following activity information sorted by trade:
- a. activity number
  - b. activity description

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- c. current month percentage of value of work in place against Total Value
- d. previous month percentage of value of work in place against Total Value
- e. total cost of each activity

### 1.05 UPDATES

- A. An updated project schedule shall be provided at each construction progress meeting.
- B. Each updated schedule must include the original base line schedule that was accepted by the Engineer, Owner, Owner's rep & Program / Construction Manager, and signed by each Prime Contractor. It also needs to reflect actual progress and anticipated completion durations.

### 1.06 PROGRESS PAYMENTS

- A. Five (5) calendar days prior to the date of application for Progress Payment, **each Prime Contractor's Project Manager and Superintendent**, the Engineer, Owner, Owner's rep & Program / Construction Manager shall meet at the job site for the purpose of reviewing the Contractor's report of actual progress, and obtaining from the Contractor (following his meeting with all concerned Subcontractors and suppliers) up-to-date and accurate progress data.
- B. Before the date of Application for Progress Payment, the Project Expediter shall produce copies of all reports referred to in the contract documents.
- C. The submission and approval of progress updates and the reports calculating the value of work done for any given pay period for each activity based on the percentage complete for that activity less the amount previously paid for past percentages complete and percent of retainage shall be an integral part and basic element of the application upon which Progress Payments shall be made pursuant to the provisions of the General Conditions. The Contractor shall be entitled to progress payments only as determined from the current updated and approved Project Cost Report. Each month the updated and approved Project Cost Report shall be attached to AIA form G702 in submitting payment applications.
- D. Due to the fact that the Schedules and Reports System may not be fully operational before thirty (30) days after the Notice to Proceed, the Contractor may be due one Provisional Progress Payment for mobilization, overhead, procurement of bonds and insurance, and general conditions. However, no payment for work will be approved until the Contractor has complied with the provisions of this Section.
- E. The following outlines the Contractor's pay cycle process Payment cycle (Payment check issued on approximately the 15th on the following month):
  - 1. Current month construction progress status approved by Design Consultant by 20<sup>th</sup> of the month.

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2. Current month Payment Application approved by Design Consultant, and Owner by 25<sup>th</sup> of the month.

### 2.00 CONTRACTOR'S ORGANIZATION

The Contractor shall maintain, as part of its organization, a staff/or consultant of sufficient knowledge in the use and application of CPM in a Primavera P6 compatible format and whose responsibility will be to prepare input information for the Detailed Construction Schedule, monitor progress, provide input for updating and revise logic diagrams when necessary.

### 2.01 SPECIFIC DATES

The Contractor is required to adhere to the Specific Dates as set forth in the Contract Documents.

### 2.02 RECOVERY SCHEDULE

Pursuant to the General Conditions, should the Project Coordinator / Expediter's approved Project Construction Schedule fall behind schedule to the extent that any of the critical activities, or specific milestone dates or completion dates fall behind by 14 days or more, or in the opinion of the Engineer, Owner, Owner's rep & Program / Construction Manager are in jeopardy, the Contractor shall be required to, at no extra cost to the Owner, prepare and submit to the Owner, Design Consultant and Project Expediter a supplementary Recovery Schedule, in a form and detail appropriate to the need, to explain and display how they intend to reschedule those activities to regain compliance with the Project Construction Schedule during the immediate subsequent pay period. This recovery schedule must indicate how the contractor / contractors intend to make up the delay in the project, either by additional shifts, additional work days (weekends & holidays), or by additional crews or crew sizes.

### 2.03 NETWORK REVISIONS

- A. Should the Contractor, after approval of the initial Project Construction Schedule, desire to change his plan of construction, he shall submit his requested revisions to the Engineer, Owner, Owner's rep & Program / Construction Manager along with a written statement of the revisions including a description of the logic for rescheduling the work, methods of maintaining adherence to intermediate milestones and Specific Dates and the reasons for the revisions. The Contractor shall revise his schedule to include the effect of Changes, acts of God or other conditions or events which have affected the network. If the requested changes are acceptable to the other Prime Contractors, the Engineer, Owner, Owner's rep & Program / Construction Manager, and they do not adversely impact any Milestone or Completion Dates, they will be incorporated into a revised Approved Project Construction Schedule, to be compiled and produced by the Project Expediter in the next reporting period. All costs associated with such revision shall be at the sole expense of the contractor.
- B. When the Owner orders changes by Change Order which have the potential to impact the Contract milestones or Specific Dates stipulated in the Contract Documents, a Revised Network will be prepared by the Contractor and provided to the Engineer, Owner, Owner's rep & Program / Construction Manager for concurrence or revision as he deems necessary.

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After the revised network has been mutually agreed upon, it will be incorporated into a revised Project Construction Schedule, to be compiled and produced by the Project Expediter. Change Order logic will affect only those activities and performance dates directly concerned. Adjustments in Scheduled intermediate Completion Dates or for the Contract as a whole will be considered only to the extent that there is insufficient remaining float to absorb these changes.

- C. Any change to the approved Project Construction Schedule must be approved in writing by the Engineer, Owner, Owner's rep & Program / Construction Manager.
- D. Neither the updating or revision of approved Project Construction Schedule nor the submission, updating, change or revision of any report or schedule submitted to Engineer, Owner, Owner's rep & Program / Construction Manager by Contractor under this Section nor Owner's review or non-objection of any such report or schedule shall have the effect of amending or modifying, in any way, the Contract Time, any Contract Completion Date, or Contract Milestone Dates or of modifying or limiting in any way Contractor's obligations under this Contract.

### 2.04 FLOAT TIME

- A. Float or slack time is defined as the amount of time between the earliest start date and the latest start date or between the earliest finish date and the latest finish date of a chain of activities on the Detailed Construction Network. Contractor's work shall proceed according to early start dates, and the Engineer, Owner, Owner's rep & Program / Construction Manager shall have the right to reserve and apportion float time according to the needs of the project. The Contractor acknowledges and agrees that actual delays, affecting paths of activities containing float time, will not have any effect upon contract completion times, providing that the actual delay does not exceed the float time associated with those activities.
- B. Extensions of time for performance as described in the Contract Documents will be granted only to the extent that time adjustment for the activity or activities affected by any condition or event which entitles the Contractor to a time extension exceed the total float or slack along the path of activities affected at the time of Notice to Proceed of a Change Order or the commencement of any delay or condition for which an adjustment is warranted under the Contract Documents.

### 2.05 REQUESTED TIME ADJUSTMENT SCHEDULE:

- A. The updated approved Project Construction Schedule submitted by Project Expediter shall not show a completion date later than the Contract Time, subject to any time extensions approved by Owner. If Contractor believes he is entitled to an extension of the Contract Time under the Contract Documents, Contractor shall submit to Owner and Design Consultant, a separate schedule analysis (entitled "Requested Time Adjustment Schedule") indicating suggested adjustments in the Contract Time which should, in the opinion of Contractor, be made in accordance with the contract Documents by time extension, due to changes, delays or conditions occurring during the past month or previously, or which are expected or contemplated by Contractor (whether such conditions are excusable under the Contract or are alleged to be due to Contractor or Owner fault); this separate schedule, if submitted, shall be time-scaled utilizing a computer generated and computer-drawn network analysis schedule, unless otherwise approved by the Engineer, Owner, Owner's rep &

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Program / Construction Manager and shall be accompanied or preceded by a formal time extension request as required by the Contract and a detailed narrative justifying the time extension requested.

- B. Neither the Engineer, Owner, Owner's rep & Program / Construction Manager shall have any obligation to consider any time extension request unless the requirements of all of the Contract Documents, are complied with the Owner shall not be responsible or liable to Contractor for any constructive acceleration due to failure of Owner to grant time extensions under the Contract Documents should Contractor fail to substantially comply with the submission requirements and the justification requirements of this Contract for time extension requests. Contractor's failure to perform in accordance with the approved Project Construction Schedule shall not be excused, nor be chargeable to Owner, because Contractor has submitted time extension requests or a "Requested Time Adjustment Schedule."

### 2.06 COORDINATION

- A. The Contractor shall coordinate his work with that of other contractors and shall cooperate fully with the Engineer, Owner, Owner's rep & Program / Construction Manager in maintaining orderly progress toward completion of the work as scheduled. The Engineer, Owner, Owner's rep & Program / Construction Manager decisions regarding priority between the Contractor's work and the work of other contractors at the site shall be final. If the Contractor's critical path work is delayed by the Engineer, Owner, Owner's rep & Program / Construction Manager decision, the Contractor shall submit any required time extension requests to the Owner in accordance with the Contract Documents.
- B. The milestone dates referred to in the Contract Documents for delivery of Owner-furnished equipment and materials and interface activities of other contractors on the site are based on dates set forth in separate contracts with the Owner.
- C. Failure of Owner-furnished equipment and materials to arrive as scheduled, or failure of other construction contractors to meet their schedule, shall not be justification for an extension of time, except where such failure causes, in the opinion of the Engineer, Owner, Owner's rep & Program / Construction Manager a delay in the Contractor's critical path work, in which case the provisions of the General Conditions regarding extensions of time and extra work shall apply.
- D. The Contractor shall keep himself, and his subcontractors, advised at all times during the course of the Work regarding delivery status of Owner-furnished equipment and materials and of the progress of construction work being performed under separate contracts.
- E. The Engineer, Owner, Owner's rep & Program / Construction Manager will, upon written request by the Contractor, furnish delivery information which may be available to the Engineer, Owner, Owner's rep & Program / Construction Manager.

### 2.07 SCHEDULE OF OFF-SITE ACTIVITIES

- A. The Contractor shall include in his Detailed Construction Network all procurement related activities which lead to the delivery of materials to the site in a timely manner. Upon written approval by the Engineer, Owner, Owner's rep & Program / Construction Manager, these

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activities may be submitted as a separate Off-Site Activities Schedule, properly correlated to the Detailed Construction Schedule. The schedule of off-site activities shall include, but is not limited to, the following:

1. Dates for submittals, ordering, manufacturing or fabricating, and delivery of equipment and materials. Long lead items requiring more than one month between ordering and delivery to site shall be clearly noted;
  2. All significant activities to be performed by the Contractor during the fabrication and erection/installation in a Contractor's plant or on a job site, including materials/equipment purchasing, delivery; and
  3. Contractor's drawings and submittals to be prepared and submitted to the Design Consultant.
- B. The Contractor shall be solely responsible for expediting the delivery of all material to be furnished by him so that the construction progress shall be maintained according to the approved Project Construction Schedule for the Work as approved by the Engineer, Owner, Owner's rep & Program / Construction Manager.
- C. The Engineer, Owner, Owner's rep & Program / Construction Manager shall be advised in writing by the Contractor whenever it is anticipated by the Contractor that the delivery date of any material and/or equipment furnished by the Contractor for installation will be later than the delivery date shown on the schedule, subject to schedule updates.
- D. Submittals, equipment orders and similar items are to be treated as schedule activities, and shall be given appropriate activity numbers.
- E. The Contractor, in developing his off-site and procurement schedules, will ensure that off-site activities do not control the critical path of on-site activities.

### 2.08 CONTRACTOR COVENANTS AND GUARANTEES

- A. Contractor covenants and guarantees that Contractor will not:
1. Misrepresent to Engineer, Owner, Owner's rep & Program / Construction Manager its planning scheduling or execution of the Work;
  2. Utilize schedules materially different from those made available by Contractor to the Engineer, Owner, Owner's rep & Program / Construction Manager or any Subcontractor or separate Contractors for the direction, execution and coordination of the Work, or which are not feasible or realistic.
  3. Prepare schedules, updates, revisions or reports for the work which do not accurately reflect the actual intent or reasonable and actual expectations of Contractor and its Subcontractor as to:
    - (a) The sequences of activities,
    - (b) The duration of activities,

# CONSTRUCTION SCHEDULES & REPORTS

## Section 01 32 16

- (c) The responsibility of activities,
  - (d) Resources availability,
  - (e) Labor availability or efficiency,
  - (f) Foreseeable weather conditions,
  - (g) The value associated with the activity,
  - (h) The percentage complete of any activity,
  - (i) Completion of any item of work or activity,
  - (j) Project milestone completion,
  - (k) Delays, slippage's, or problems encountered or expected,
  - (l) Subcontractor requests for time extensions or delay claims of subcontractors, and
  - (m) Float time
- B. Contractor's failure to substantially comply with the foregoing covenant and guarantee shall be a substantial and material breach of contract which will permit Owner to terminate Contract for default, or withhold payments under the Contract Documents, and shall entitle Owner to the damages afforded for misrepresentation or fraud by these Contract documents or applicable law.
- C. Should Contractor fail to substantially comply with the provisions of the Contract documents relating to planning, scheduling and execution of the Work by the overall project schedule, Owner and the Design Consultant shall have the right, at their option, after five (5) days notice, to retain the services of scheduling consultants or experts (including attorneys if necessary in their opinion) to prepare a schedule in accordance with the Contract Documents and to review and analyze same, in order to allow Engineer, Owner, Owner's rep & Program / Construction Manager to evaluate the program of the Work by Contractor, to determine whether Contractor is substantially complying with the Contract Documents, and to direct such action on the part of the contractor to ensure that Contractor will meet the Project's Construction Schedule and all Milestone and Completion Dates. All costs incurred by Owner in preparing the schedule hereunder shall be charged to the responsible Contractor(s). If Contractor fails to substantially comply with the scheduling and execution of the work requirements of the Contract Documents, Contractor hereby agrees to pay all costs for a 3<sup>rd</sup> party scheduling consultant (selected by the Owner) for the development and twice monthly updating of the construction schedule.

## 2.09 DEFAULT

Failure of the Contractor to substantially comply with the requirements of this Section shall constitute reason that the Contractor is failing to prosecute the Work with such diligence as

# CONSTRUCTION SCHEDULES & REPORTS

## Section 01 32 16

will ensure its completion within the Contract times and shall be considered grounds for termination by the Owner, pursuant to the General Conditions.

END OF SECTION 01 32 16

# SUBMITTALS Section 01 33 00

## North Johnston High School Track Replacement

### PART 1 - GENERAL

#### .1 RELATED DOCUMENTS

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

#### .2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
  - 1. Contractor's construction schedule.
  - 2. Submittal schedule.
  - 3. Shop Drawings.
  - 4. Product Data.
  - 5. Samples.
  - 6. Quality assurance submittals.
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
  - 1. Permits.
  - 2. Applications for Payment.
  - 3. Performance and payment bonds.
  - 4. Insurance certificates.
  - 5. List of subcontractors.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
  - 2. Division 01 Section "Quality Control" specifies requirements for submittal of inspection and test reports.
  - 3. Division 01 Section "Contract Closeout" specifies requirements for submittal of Project Record Documents and warranties at project closeout.

#### .3 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.

### SUBMITTALS

# SUBMITTALS

Section 01 33 00

- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.

## .4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
    - a. The [Architect/Engineer] reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
  - 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
    - a. Allow 2 weeks for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
    - b. If an intermediate submittal is necessary, process the same as the initial submittal.
    - c. Allow 2 weeks for reprocessing each submittal.
    - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
  - 1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
  - 2. Include the following information on the label for processing and recording action taken.
    - a. Project name.
    - b. Date.
    - c. Name and address of the [Architect/Engineer].
    - d. Name and address of the Contractor.
    - e. Name and address of the subcontractor.
    - f. Name and address of the supplier.
    - g. Name of the manufacturer.
    - h. Spec section number & name
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer using a transmittal form. The Engineer will not accept submittals received from sources other than the Contractor.

# SUBMITTALS

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1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

## .5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 15 days after the date established for "Commencement of the Work."
  1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
  2. Within each time bar, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
  3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
  4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
  5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
  6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Engineer's procedures necessary for certification of Substantial Completion.
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
  1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- C. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

## .6 SUBMITTAL SCHEDULE

- A. A submittal schedule is required for this project. The schedule shall be organized based upon the technical specification index for divisions 2-49 of this project.

## .7 DAILY CONSTRUCTION REPORTS

- A. Prepare a weekly construction report recording the following information concerning events at the site, and submit duplicate copies to the Engineer at monthly intervals:

# SUBMITTALS

Section 01 33 00

1. List of subcontractors at the site.
2. Approximate count of personnel at the site.
3. High and low temperatures, general weather conditions.
4. Accidents and unusual events.
5. Meetings and significant decisions.
6. Stoppages, delays, shortages, and losses.
7. Meter readings and similar recordings.
8. Emergency procedures.
9. Orders and requests of governing authorities.
10. Change Orders received, implemented.
11. Services connected, disconnected.
12. Equipment or system tests and startups.
13. Partial Completions, occupancies.
14. Substantial Completions authorized.

## .8 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
  1. Dimensions.
  2. Identification of products and materials included by sheet and detail number.
  3. Compliance with specified standards.
  4. Notation of coordination requirements.
  5. Notation of dimensions established by field measurement.
  6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 36 by 48 inches (890 by 1220 mm).
  7. Initial Submittal: Submit 2 blue- or black-line prints for the Engineer's review. The Engineer will return one print.
  8. Final Submittal: Submit 3 blue- or black-line prints and 2 additional prints where required for maintenance manuals, plus the number of prints needed by the Engineer for distribution. The Engineer will retain 2 prints and return the remainder.
    - a. One of the prints returned shall be marked up and maintained as a "Record Document."
  9. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

## .9 PRODUCT DATA

# SUBMITTALS

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- A. Collect Product Data into a single submittal for each specification section or each element of construction or system. Partial submittals will NOT BE accepted. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
  - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.
    - f. Notation of coordination requirements.
  - 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
  - 3. Submittals: Submit 2 copies of each required submittal; submit 4 copies where required for maintenance manuals. The Engineer will retain one and will return the other marked with action taken and corrections or modifications required.
    - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
  - 4. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
    - a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
    - b. Do not permit use of unmarked copies of Product Data in connection with construction.

## .10 SAMPLES

- A. Samples are required as indicated in technical specification divisions 2-49 for this project.

## .11 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.

# SUBMITTALS

Section 01 33 00

1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."

## .12 ENGINEER'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return promptly.
  1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Report: The Engineer attach to each submittal a uniform, action summary sheet. The Engineer will mark the sheet appropriately to indicate the action taken, as follows:
  1. Final Unrestricted Release: When the Engineer marks a submittal "No Exceptions Taken," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
  2. Final-But-Restricted Release: When the Engineer marks a submittal "Note Markings," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
  3. Returned for Resubmittal: When the Engineer marks a submittal "Not Approved, Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
    - a. Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.
  4. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Engineer will return the submittal marked "Action Not Required."
- C. Unsolicited Submittals: The Engineer will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 33 00

SUBMITTALS

# CONSTRUCTION FACILITIES Section 01 52 00

## North Johnston High School Track Replacement

### PART 1 - GENERAL

#### 1.1 Related Documents

- A. The General Conditions of the Contract apply to this section.
- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

#### 1.2 Summary

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities required include, but are not limited to:
  - 1. Water service and distribution.
  - 2. Temporary electric power and light.
- C. Temporary construction and support facilities required include, but are not limited to:
  - 1. Temporary enclosures.
  - 2. Temporary Project identification signs
  - 3. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities required include, but are not limited to:
  - 1. Temporary fire protection.
  - 2. Barricades, warning signs, lights.
  - 3. Sidewalk bridge or enclosure fence for the site.
  - 4. Environmental protection.
- E. The responsibility to install, maintain, and remove this Work shall be the General Contractor's. Temporary facilities provided by the Contractor include, but are not necessarily limited to:
  - Temporary enclosures
  - Temporary Project identification signs and bulletin boards
  - Waste collection and disposal services
  - Construction aids and miscellaneous services and facilities
  - Temporary fire protection
  - Barricades, warning signs, lights.
  - Sidewalk bridge or enclosure fence for the site.
  - Environmental protection.
  - Protection of stored materials

#### 1.3 Definitions

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weather-tight; exterior walls are insulated and weather-tight; and all openings are closed with permanent construction or substantial temporary closures.

#### 1.4 Use Charges

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Sewer can be used at no cost to the Contractor.
- C. Water Service: Water can be used at no cost to the Contractor.
- D. Electric Power Service: Power can be used at no cost to the Contractor.

# CONSTRUCTION FACILITIES

Section 01 52 00

## 1.5 Quality Assurance

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including but not limited to:
  - 1. Building Code requirements.
  - 2. Health and safety regulations.
  - 3. Utility company regulations.
  - 4. Police, Fire Department and Rescue Squad rules.
  - 5. Environmental protection regulations.
- B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities".
  - 1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC for industry recommendations.
  - 2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electrical service. Install services in compliance with National Electric Code and NFPA 70.
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

## PART 2 - PRODUCTS

### 2.1 Materials

- A. General: Provide new materials suitable for the use intended; if acceptable to the Architect, undamaged previously used materials in serviceable condition may be used.

### 2.2 Temporary Facilities

- A. General: Provide equipment suitable for the use intended; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used.
- B. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical aerated re-circulating type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.

## PART 3 - EXECUTION

### 3.1 Installation, General

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.
- C. The cost for installation, maintenance, removal or use of temporary facilities and utilities are not chargeable to the Owner or Architect and will not be accepted as a basis of claims for a Change Order.
- D. All temporary utilities' operational expenses shall be borne by the General Contractor, unless otherwise indicated.

# CONSTRUCTION FACILITIES **Section 01 52 00**

## 3.2 Security and Protection Facilities Installation

- A. Do not change over from use of temporary security and protection facilities to permanent facilities until Substantial completion, or longer as requested by the Architect.
- B. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- C. Protection Of Installed Work
  - 1. Protect installed work and provide special protection where specified in individual specification Sections.
  - 2. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
  - 3. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
  - 4. Protect, with durable sheet materials, finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.
  - 5. Prohibit traffic on landscaped areas.

## 3.3 Operation, Termination and Removal

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by adverse weather conditions.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
  - 2. Prevent water filled piping from freezing.
  - 3. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Engineer requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or not later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

**END OF SECTION 01 52 00**

# **CLOSEOUT PROCEDURES** Section 01 77 00

## **North Johnston High School Track Replacement**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project Record Documents.
  - 3. Operation and maintenance manuals.
  - 4. Warranties.
  - 5. Instruction of Johnston County Public School's personnel.
  - 6. Final cleaning.
- B. Specific requirements of each contract are also indicated in individual Specification Sections, All Bid Documents and on Drawings.

#### **1.3 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. GC to prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Johnston County Public Schools of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Johnston County Public Schools unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Johnston County Public Schools. Label with manufacturer's name and model number where applicable.

# CLOSEOUT PROCEDURES Section 01 77 00

7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer, Owner, Owner's Rep or Program / Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, Owner, Owner's Rep or Program / Construction Manager, that must be completed or corrected before certificate will be issued.
  1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for Final Completion.

## 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
  2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Final Completion must be achieved within 30 calendar days of Substantial Completion.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer, Owner, Owner's Rep or Program / Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will accept for review, a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
- B. Organize list of spaces in sequential order.

# CLOSEOUT PROCEDURES Section 01 77 00

1. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
2. Include the following information at the top of each page:
  - a. Project name.
  - b. Date.
  - c. Name of Engineer.
  - d. Name of Contractor.
  - e. Page number.

## 1.6 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Engineer, Owner, Owner's Rep or Program / Construction Manager reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
  1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
  2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  3. Mark important additional information that was either shown schematically or omitted from original Drawings.
  4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
  5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
  6. Provide a spreadsheet inventory list of all filters, sizes, locations, etc. prior to Substantial Completion.

# CLOSEOUT PROCEDURES Section 01 77 00

- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Note related Change Orders, Record Drawings, and Product Data, where applicable.
- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.
- E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

## 1.7 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 working days of completion of designated portions of the Work that are completed and occupied or used by Johnston County Public Schools during construction period.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual. Utilize the format of the attached Warranty and Closeout index at the end of section 01 78 36 Warranties.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 2. Provide heavy duty dividers with pre-numbered plastic coated tabs for each separate warranty. Provide a typed description of the product or installation on the index (see example at the end of this section). Include the spec section number, name of the product, and the name, address, and telephone number of the Installer on the Contractor and Supplier List at the front of the warranty binder.

# CLOSEOUT PROCEDURES Section 01 77 00

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor. Use the spine & cover sheet examples at the end of this section as templates.
  4. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.
- D. Provide letter certifying that no materials containing asbestos or lead have been used in the construction of this project.
- E. Provide 1 hard copies, and 1 electronic copy in Portable Document Format (PDF), of all closeout documents to Engineer for distribution to Owner. This includes O & M Manuals, Project Documents, As-Built Drawings, Approvals, Certificates, and all warranty information. PDF is to be verified as fully searchable and Indexed by spec section number, or by plan section and page number for drawings, and the index shall be fully linked with the document pages.

## 1.8 O & M BINDERS

1. Bind O & M Data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual. Utilize the format of the attached O & M index at the end of this section.
2. Provide heavy duty dividers with pre-numbered plastic coated tabs for each separate Maintenance Manual. Provide a typed description of the product or installation on the index (see example at the end of this section). Include the spec section number, name of the product, and the name, address, and telephone number of the Installer on the Contractor and Supplier List at the front of the O & M binder.
3. Identify each binder on the front and spine with the typed or printed title "Operations & Maintenance," Project title or name, and name of the Contractor. Use the spine & cover sheet examples at the end of this section as templates.
4. Provide additional copies of each required warranty, as necessary, for inclusion in each related section of O & M Binder.

## 1.9 O & M Manuals Digital

- A. Assemble one (1) digital set of operations and maintenance data indicating the operation and maintenance of each piece of equipment... Include operation and maintenance data required in individual Specification Sections and as follows:
1. Maintenance Data:
    - a. Manufacturers information, including list of spare parts
    - b. Name, address, and telephone number of Installer or supplier.
    - c. Maintenance procedures.
    - d. Maintenance and service schedules for preventive and routine maintenance.
    - e. Maintenance record forms.
    - f. Sources of spare parts and maintenance materials.
    - g. Copies of maintenance service agreements.
    - h. Copies of warranties and bonds
- B. Organize operation and maintenance manuals per Section 1.10 Closeout Document Organization.

# CLOSEOUT PROCEDURES Section 01 77 00

- C. Operation and Maintenance manuals must have operation and maintenance instructions. Submittals are not acceptable replacements for operation and maintenance instructions. If submittals are submitted instead of O&M information the manuals will not be reviewed and will be rejected. Operation and Maintenance manuals **must also contain** copies of approved **Submittal Product Data and Shop Drawings**
- D. Please make sure the following conditions are adhered to:
1. All warranties must be made out to the owner, (i.e. Johnston County Public Schools) and contain the project name and address.
  2. All warranties must have proof of authenticity. Contractor and installer warranties must be signed originals specifying project, owner and warranty period commencing from the date of substantial completion. The document can state “from substantial completion” or give the actual Engineer certified date. Either of the following is considered acceptable for manufacturers’ warranties: An original manufacturer warranty with name of project, owner and date of substantial completion, a manufacturer warranty accompanied by an original letter from the manufacturer bearing original or electronic signatures of manufacturer, certifying the authenticity of the manufacturer’s standard warranty naming project, school, and date of substantial completion; a manufacturer’s warranty accompanied by a manufacturer’s agent original signed letter certifying the authenticity and naming project, owner and date of substantial completion. A manufacturer’s agent certification will only be considered acceptable if it is accompanied by a signed letter from the manufacturer verifying the agent has Power of Attorney or specific authority to authenticate the manufacturer’s warranty as “project specific”.
  3. Check that warranties include labor where specified.
  4. The Prime contractor’s corporate seal (if a corporation) is required on section 00 65 23 warranty.
  5. The commencement date for all warranties is the date of substantial completion. This date shall be listed on the warranty or shall say “from the date of declared substantial completion”. A manufacturer’s warranty on equipment shall always cover the gap from early start up to the date of substantial completion. This is a part of the contract and a cost of the work.
  6. Warranties cannot contain conditional clauses (such as “this warranty is not or shall not become effective until the contractor has been paid in full”).
  7. **A separate training letter and associated sign in sheet are required for each owner training session.** A list of required training sessions will be included in the warranty closeout document binder.
  8. Stock Materials shall be transported to the JCPS Maintenance Department at 601 West Market Street, Smithfield, NC, or other location designated by Johnston County Public

# CLOSEOUT PROCEDURES Section 01 77 00

Schools. A copy of the signed transmittal showing delivery of stock materials took place is to be included in the warranty closeout binder.

9. An As-Built Survey showing “line and grade” is required to be submitted and approved by the civil engineer for all site work, site utilities and buildings installed under this contract.
10. All keys listed below shall be turned over to the owner in one submission package accompanied by a signed itemized transmittal identifying the contents of the submission. A copy of the signed transmittal is to be included in the warranty closeout binder along with the hardware suppliers “key letter” sent to the owner under separate cover when the door hardware keys were sent.
  - a. Door hardware keys in a key box (sent directly to JCPS by the hardware supplier with separate transmittals)
  - b. Kitchen equipment keys
  - c. Walk-in cooler & freezer keys
  - d. Roll up door & grill keys
  - e. Elevator keys
  - f. Electrical panel keys – two (2) per panel
  - g. HVAC controls panel keys
  - h. Fire alarm panel keys - two (2) per panel
  - i. Security alarm panel keys
  - j. Sound system cabinet keys
  - k. Hose bib / wall hydrant keys - two (2) per hose bib / wall / hydrant
  - l. Classroom teacher’s cabinet keys – two (2) per lockable cabinet
  - m. Generator Keys
  - n. Press Box / Announcer’s Box Keys – 2 minimum
  - o. Fire Alarm Device Keys – two (2) per device
  - p. Access Panel door keys

## 1.10 CLOSEOUT DOCUMENTATION ORGANIZATION

### A. Instructions for Closeout Binders

1. JCPS will provide a Pdf or Microsoft Word and Excel files to the contractor for each project with the format information for the three ringed **Warranty Binders and O & M Binders**. The Prime contractor(s) will prepare (1) identical Warranty/Closeout binders and (1) identical sets of O&M binders with original documents in each binder.

There will be a **minimum of 1 binder total** (1 each for Warranty / Closeout and 1 each for O&M with original documents) submit one (1) to the Engineer for review and forwarded to GCS if acceptable. The fourth copy of the binders is to be kept by the contractor as a back-up set, in case the originals are lost in transit between offices.

**A table of contents and corresponding numbered divider tabs will be included and MUST be utilized** to identify and separate the contents. If the table of contents and numbered tabs are not utilized, the manuals will not be reviewed and will be rejected.

# CLOSEOUT PROCEDURES Section 01 77 00

2. The Warranty and O&M table of contents was taken directly from the Specifications, if any of the items listed do not apply (have been deleted/changed by change order **insert an “exception sheet” behind the corresponding numbered tab** (samples attached) with the following information:
  - a. Item that was changed, deleted or not required with a signature block for the contractor.

**Note: DO NOT** leave a blank space behind a tab. If the information is located somewhere else put a copy of it behind the appropriate tab or put a sheet behind the tab stating exactly where the information is located (i.e. “Product data is included on the shop drawing.”).

3. Operation and Maintenance manuals must have operation and maintenance instructions. Submittals are not acceptable replacements for operation and maintenance instructions. If submittals are submitted instead of O&M information the manuals will not be reviewed and will be rejected. Operation and Maintenance manuals **must also contain** copies of approved **Submittal Product Data and Shop Drawings. Shop Drawings should be numbered with the appropriate spec section number, compiled in spec section order and submitted as a rolled up drawing set with the O & M manuals. Small format shop drawings (i.e. 11 X 17 and smaller) should be 3-hole punched and placed in the O&M binder behind the appropriate tab.**

**Where multiple O & M Binders are required to complete a single set, indicate the Volume # of the set # (IE. Volume 1 of 2), and the Tab #s included in each binder (IE. Tabs 1 thru 25).**

**The Engineer is to ensure that there are no blank tabs in the binders before forwarding them to GCS.**

4. Provide following information on the cover and spine of each manual:

Name of School or Project

Name of the Manual, i.e., **Warranty & Closeout Manual** or **O&M Manual**.

Contractor’s Name

Contract Type i.e. **General Prime Contract (if multi-prime project) or Single Prime Contract**

Name of Engineer/Engineer

Date of substantial completion

Volume \_\_\_\_\_ of \_\_\_\_\_

Tabs \_\_\_\_\_ Thru \_\_\_\_\_

# CLOSEOUT PROCEDURES Section 01 77 00

## B. Instructions for Digital Closeouts

All closeout documentation shall be submitted in electronic format unless noted otherwise. The information is to be organized using Window Explorer folder system as outlined below:

1. Folder #1 titled “Certificates and Approvals”
  - a. Project Contact List (all participants including contractors, subcontractors, suppliers, etc.)
  - b. Letters from contractor requesting substantial and final inspections
  - c. Certificate of Occupancy by local AHJ
  - d. Required approvals from other agencies
  - e. Certificate of Substantial Completion
  - f. Certificate of Final Completion
  - g. Punchlist(s)
  - h. Contractor letter stating no asbestos-containing materials were used in the construction of the project.
  - i. Any other documentation requested by the owner.
2. Folder #2 titled “Warranty Manual”
  - a. Contractor’s General Warranty
  - b. Manufacturers / Installer / Equipment and System Warranties
3. Folder #3 titled “Submittal Documents”
  - a. All final approved shop drawings submittals organized in CSI Masterformat
  - b. Documentation of all manufacturer / material color and finish selections (by schedule or location)
4. Folder #4 titled “O&M Manual”: Requirements are outlined in the Project Manual
5. Folder #5 titled “Record Drawings and Project Manual”
  - a. PDF files of all final drawings
  - b. PDF of Project Manual
  - c. Electronic CAD files of all drawings in format acceptable to the Owner

# CLOSEOUT PROCEDURES Section 01 77 00

- d. PDF of Bid Addendum
- e. Scanned PDF set of field marked up as-built drawings.

## PART 2- PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3- EXECUTION

### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Final Cleaning is the responsibility of the General Contractor. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits
    - b. Pressure wash all concrete and paved surfaces.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide for safe access to facility. Continue providing this service until substantial completion has been achieved.
    - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults / closets, manholes, attics, mezzanines and similar spaces.

# CLOSEOUT PROCEDURES Section 01 77 00

- g. Sweep concrete floors broom clean with sweeping compound.
  - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; have carpets professionally shampooed / cleaned if visible soil or stains remain.
  - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision obscuring materials. Replace chipped or broken glass and other materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - j. Remove labels that are not permanent.
  - k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - l. Remove any paint from "UL" and similar labels, including mechanical and electrical nameplates.
  - m. Wipe surfaces of mechanical and electrical equipment, elevator equipment and similar equipment. Remove excess lubrication, paint and mortar drippings, and other foreign substances.
  - n. Replace parts subject to unusual operating conditions.
  - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains from water exposure.
  - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of all diffusers, registers and grilles.
  - q. Clean ducts, blowers and coils.
  - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned out bulbs, and those noticeably dimmed by hours of use, and defective and / or noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - s. GC to be responsible for professional final cleaning of the interior of the building to include six (6) coats of wax on all VCT or hard surface flooring.
  - t. All fixtures to be wiped clean. Food Service equipment to be cleaned. The GC warrants that it will provide the facility in a "white glove test" condition to the Owner.
  - u. GC to be responsible for final cleaning of building exterior to include windows and all horizontal and vertical surfaces.
  - v. GC to pressure wash all exterior hard surfaces.
  - w. GC to provide the same cleaning as listed herein for adjacent spaces that have been effected by the construction process.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Johnston County Public Schools' property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.
- D. Pest Control: Engage an experience, licensed exterminator to make a final inspection and rid Project of any rodents, insects, and other pests. Exterminator to provide a written report to Owner prior to Substantial Completion being awarded.

**CLOSEOUT PROCEDURES** Section 01 77 00

- E. The following quantities of extra materials are part of the project base bid and shall be turned over to the owner at the end of the project. Additional items listed in various specification sections are also required to be turned over to the owner at the end of the project.

**Spare Parts**  
**Extra Stock Materials –To Owner at Project Completion**

Guidelines Section	Title	EXTRA STOCK

END OF SECTION 01 77 00

# Closeout Requirements Section 01 77 19

## North Johnston High School Track Replacement

Substantial Completion Date:

The following documents must be completed and submitted by each prime contractor. Documents shall be submitted to the Architect in a single package with this (completed) checklist attached. The Architect must receive all documents before the Contractor's Final Application for Payment can be reviewed.

- \_\_\_\_\_ 1.      \*Final Application for Payment (with Continuation Sheets & Tax Reports)
- \_\_\_\_\_ 2.      \*Executed Certificate of substantial Completion with punch list attached.
- \_\_\_\_\_ 3.      \*Contractor's Affidavit of Payment of Debts and Claims (fully executed – AIA Form G706)
- \_\_\_\_\_ 4.      \*Contractor's Affidavit of Release of Liens (fully executed – AIA Form G 706A)
- \_\_\_\_\_ 5.      \*Release of liens by subcontractors and/or vendors (fully executed – when required)
- \_\_\_\_\_ 6.      \*Consent of Surety to Final Payment (AIA G707)
- \_\_\_\_\_ 7.      Certificate of Occupancy from proper municipality
- \_\_\_\_\_ 8.      Contractor's One-Year Warranty (notarized)
- \_\_\_\_\_ 9.      Warranty summary sheet and original warranties for specific items (roof, motors, etc.)
- \_\_\_\_\_ 10.     Certification letter from Contractor stating that no asbestos containing materials were used.
- \_\_\_\_\_ 11.     Final list of all subcontractors with names, addresses, and phone numbers
- \_\_\_\_\_ 12.     Record Drawings and cover letter indicating that they have been reviewed and are as accurate and complete as possible.
- \_\_\_\_\_ 13.     Certified Testing and Balancing Report for HVAC System with cover letter indicating it has been reviewed and approved by consulting Engineer.

**\* Provide directly to Architect (Attn: Director of Bidding and Contract Services). Do not include in O&M manuals.**

All remaining items shall be directed to the Architect's Construction Administrator.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Architect/Engineer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
JCPS Close-out Manager's Signature

\_\_\_\_\_  
Date

# WARRANTIES Section 01 78 36

## North Johnston High School Track Replacement

### PART 1 - GENERAL

#### .1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### .2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
  - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section "Submittals" specifies procedures for submitting warranties.
  - 2. Division 01 Section "Closeout Procedures" specifies contract closeout procedures.
  - 3. Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.
  - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

#### .3 DEFINITIONS

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

#### .4 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

# WARRANTIES

Section 01 78 36

- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

## .5 SUBMITTALS

- A. Submit written warranties in Portable Document Format (PDF) to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Engineer. Note that the warranty period does not commence until Certificate of Substantial Completion has been issued for the project.
  - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Engineer within 15 days of completion of that designated portion of the Work.
- B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Engineer, for approval prior to final execution.
  - 1. Refer to Divisions 2 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.

# WARRANTIES

Section 01 78 36

2. Provide 1 hard copies, and 1 electronic copy in Portable Document Format (PDF), of all closeout documents to Engineer for distribution to Owner. This includes O & M Manuals, Project Documents, As-Built Drawings, Approvals, Certificates, and all warranty information. PDF is to be verified as fully searchable and Indexed by spec section number, or by plan section and page number for drawings, and the index shall be fully linked with the document pages.

## .6 O & M BINDERS

1. Bind O & M Data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual. Utilize the format of the attached O & M index at the end of this section.
2. Provide heavy duty dividers with pre-numbered plastic coated tabs for each separate Maintenance Manual. Provide a typed description of the product or installation on the index (see example at the end of this section). Include the spec section number, name of the product, and the name, address, and telephone number of the Installer on the Contractor and Supplier List at the front of the O & M binder.
3. Identify each binder on the front and spine with the typed or printed title "Operations & Maintenance," Project title or name, and name of the Contractor. Use the spine & cover sheet examples at the end of this section as templates.
4. Provide additional copies of each required warranty, as necessary, for inclusion in each related section of O & M Binder.

## .7 O & M Manuals Digital

- A. Assemble one (1) digital set of operations and maintenance data indicating the operation and maintenance of each piece of equipment... Include operation and maintenance data required in individual Specification Sections and as follows:
  1. Maintenance Data:
    - a. Manufacturers information, including list of spare parts
    - b. Name, address, and telephone number of Installer or supplier.
    - c. Maintenance procedures.
    - d. Maintenance and service schedules for preventive and routine maintenance.
    - e. Maintenance record forms.
    - f. Sources of spare parts and maintenance materials.
    - g. Copies of maintenance service agreements.
    - h. Copies of warranties and bonds
- B. Organize operation and maintenance manuals per Section 1.10 Closeout Document Organization.
- C. Operation and Maintenance manuals must have operation and maintenance instructions. Submittals are not acceptable replacements for operation and maintenance instructions. If submittals are submitted instead of O&M information the manuals will not be reviewed and will be rejected. Operation and Maintenance manuals **must also contain** copies of approved **Submittal Product Data and Shop Drawings**.

# WARRANTIES

Section 01 78 36

D. Please make sure the following conditions are adhered to:

1. All warranties must be made out to the owner, (i.e. Johnston County Public Schools) and contain the project name and address.
2. All warranties must have proof of authenticity. Contractor and installer warranties must be signed originals specifying project, owner and warranty period commencing from the date of substantial completion. The document can state “from substantial completion” or give the actual Engineer certified date. Either of the following is considered acceptable for manufacturers’ warranties: An original manufacturer warranty with name of project, owner and date of substantial completion, a manufacturer warranty accompanied by an original letter from the manufacturer bearing original or electronic signatures of manufacturer, certifying the authenticity of the manufacturer’s standard warranty naming project, school, and date of substantial completion; a manufacturer’s warranty accompanied by a manufacturer’s agent original signed letter certifying the authenticity and naming project, owner and date of substantial completion. A manufacturer’s agent certification will only be considered acceptable if it is accompanied by a signed letter from the manufacturer verifying the agent has Power of Attorney or specific authority to authenticate the manufacturer’s warranty as “project specific”.
3. Check that warranties include labor where specified.
4. The Prime contractor’s corporate seal (if a corporation) is required on contractor’s general warranty.
5. The commencement date for all warranties is the date of substantial completion. This date shall be listed on the warranty or shall say “from the date of declared substantial completion”. A manufacturer’s warranty on equipment shall always cover the gap from early start up to the date of substantial completion. This is a part of the contract and a cost of the work.
6. Warranties cannot contain conditional clauses (such as “this warranty is not or shall not become effective until the contractor has been paid in full”).
7. **A separate training letter and associated sign in sheet are required for each owner training session.** A list of required training sessions will be included in the warranty closeout document binder.
8. Stock Materials shall be transported to the JCPS Maintenance Department at 601 West Market Street, Smithfield, NC, or other location designated by Johnston County Public Schools. A copy of the signed transmittal showing delivery of stock materials took place is to be included in the warranty closeout binder.
9. An As-Built Survey showing “line and grade” is required to be submitted and approved by the civil engineer for all site work, site utilities and buildings installed under this contract.

# WARRANTIES

Section 01 78 36

10. All keys listed below shall be turned over to the owner in one submission package accompanied by a signed itemized transmittal identifying the contents of the submission. A copy of the signed transmittal is to be included in the warranty closeout binder along with the hardware suppliers “key letter” sent to the owner under separate cover when the door hardware keys were sent.
  - a. Electrical panel keys – two (2) per panel
  - b. Fire alarm panel keys - two (2) per panel
  - c. Fire Alarm Device Keys – two (2) per device
  - d. Access Panel door keys

## .8 CLOSEOUT DOCUMENTATION ORGANIZATION

### A. Instructions for Closeout Binders

1. JCPS will provide a Pdf or Microsoft Word and Excel files to the contractor for each project with the format information for the three ringed **Warranty Binders and O & M Binders**. The Prime contractor(s) will prepare (1) identical Warranty/Closeout binders and (1) identical sets of O&M binders with original documents in each binder.

There will be a **minimum of 1 binder total** (1 each for Warranty / Closeout and 1 each for O&M with original documents) submit one (1) to the Engineer for review and forwarded to GCS if acceptable. The fourth copy of the binders is to be kept by the contractor as a back-up set, in case the originals are lost in transit between offices.

**A table of contents and corresponding numbered divider tabs will be included and MUST be utilized** to identify and separate the contents. If the table of contents and numbered tabs are not utilized, the manuals will not be reviewed and will be rejected.

2. The Warranty and O&M table of contents was taken directly from the Specifications, if any of the items listed do not apply (have been deleted/changed by change order **insert an “exception sheet” behind the corresponding numbered tab** (samples attached) with the following information:

- a. Item that was changed, deleted or not required with a signature block for the contractor.

**Note: DO NOT** leave a blank space behind a tab. If the information is located somewhere else put a copy of it behind the appropriate tab or put a sheet behind the tab stating exactly where the information is located (i.e. “Product data is included on the shop drawing.”).

3. Operation and Maintenance manuals must have operation and maintenance instructions. Submittals are not acceptable replacements for operation and maintenance instructions. If submittals are submitted instead of O&M information the manuals will not be reviewed and will be rejected. Operation and Maintenance manuals **must also contain** copies of approved **Submittal Product Data and Shop Drawings. Shop Drawings should be numbered with the appropriate spec section number, compiled in spec section order**

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and submitted as a rolled up drawing set with the O & M manuals. Small format shop drawings (i.e. 11 X 17 and smaller) should be 3-hole punched and placed in the O&M binder behind the appropriate tab.

Where multiple O & M Binders are required to complete a single set, indicate the Volume # of the set # (IE. Volume 1 of 2), and the Tab #s included in each binder (IE. Tabs 1 thru 25).

The Engineer is to ensure that there are no blank tabs in the binders before forwarding them to GCS.

4. Provide following information on the cover and spine of each manual:

Name of School or Project

Name of the Manual, i.e., **Warranty & Closeout Manual** or **O&M Manual**.

Contractor's Name

Contract Type i.e. **General Prime Contract (if multi-prime project) or Single Prime Contract**

Name of Engineer/Engineer

Date of substantial completion

Volume \_\_\_\_\_ of \_\_\_\_\_

Tabs \_\_\_\_\_ Thru \_\_\_\_\_

## B. Instructions for Digital Closeouts

All closeout documentation shall be submitted in electronic format unless noted otherwise. The information is to be organized using Window Explorer folder system as outlined below:

1. Folder #1 titled "Certificates and Approvals"
  - a. Project Contact List (all participants including contractors, subcontractors, suppliers, etc.)
  - b. Letters from contractor requesting substantial and final inspections
  - c. Certificate of Occupancy by local AHJ
  - d. Required approvals from other agencies
  - e. Certificate of Substantial Completion
  - f. Certificate of Final Completion
  - g. Punchlist(s)
  - h. Contractor letter stating no asbestos-containing materials were used in the construction of the project.
  - i. Any other documentation requested by the owner.
2. Folder #2 titled "Warranty Manual"
  - a. Contractor's General Warranty
  - b. Manufacturers / Installer / Equipment and System Warranties
3. Folder #3 titled "Submittal Documents"
  - a. All final approved shop drawings submittals organized in CSI Masterformat
  - b. Documentation of all manufacturer / material color and finish selections (by schedule or location)

# **WARRANTIES**

Section 01 78 36

4. Folder #4 titled "O&M Manual": Requirements are outlined in the Project Manual
5. Folder #5 titled "Record Drawings and Project Manual"
  - a. PDF files of all final drawings
  - b. PDF of Project Manual
  - c. Electronic CAD files of all drawings in format acceptable to the Owner
  - d. PDF of Bid Addendum
  - e. Scanned PDF set of field marked up as-built drawings.

## Exception to Contract Documents

For use when a work item identified in the JCPS provided Warranty and O&M Binders are deleted from the project or changed and recorded by change order.

Name of Project: \_\_\_\_\_

Specification Section: \_\_\_\_\_

- ☐ The product date and submittal information
- ☐ O&M Manuals;
- ☐ Warranty;
- ☐ Shop Drawings were not required for this specification section as a result of a change order:

# \_\_\_\_\_ dated \_\_\_\_\_.

\_\_\_\_\_  
Name,  
Project Manager, (Company Name)  
Contractor

\_\_\_\_\_  
Name  
Construction Administrator, (Company Name)  
Architect

# **WARRANTIES** Section 01 78 36

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 78 36

## North Johnston High School Track Replacement

### PART 1 - GENERAL

#### 1.1 Summary

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training videotapes.

#### 1.2 Coordination

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

### PART 2 - PRODUCTS

#### 2.1 Instruction Program

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
  - 1. Fire-protection systems, including fire alarm, and fire protection system.
  - 2. Electrical service and distribution, including transformers, switchboards, panel boards, and motor controls.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Operations manuals.
    - c. Maintenance manuals.
    - d. Project Record Documents.
    - e. Identification systems.
    - f. Warranties and bonds.
    - g. Maintenance service agreements and similar continuing commitments.
  - 3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.
    - b. Instructions on stopping.
    - c. Shutdown instructions for each type of emergency.
    - d. Operating instructions for conditions outside of normal operating limits.
    - e. Sequences for electric or electronic systems.

# DEMONSTRATION AND TRAINING Section 01 79 00

- f. Special operating instructions and procedures.
- 4. Operations: Include the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
- 5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

## PART 3 - EXECUTION

### 3.1 Preparation

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.
- C. Provide copies of sign-in sheets for all training sessions.

# DEMONSTRATION AND TRAINING **Section 01 79 00**

## 3.2 Instruction

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner with at least seven days' advance notice.
- C. Demonstration and Training: During instruction, start and demonstrate each piece of equipment, not just each type of equipment, to ensure proper operation and working condition of equipment.
- D. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.
- E. Video each training session and provide 3 copies of each video to the owner for their reference and use.

**END OF SECTION 01 79 00**