



Thursday February 1, 2024  
Addendum #1

**Department of Natural and Cultural Resources  
Electric Vehicle (EV) Charging Stations (Statewide)  
SCO # 23-26629-01A**

This addendum shall become a part of plans and specifications. The contractor shall acknowledge receipt of this addendum in the bid proposal.

**ITEM 1 – MEETING MINUTES**

- A) Refer to attached for the meeting minutes from the Preferred Manufacturer Alternate Meeting on January 30, 2024, and the Pre-Bid Meeting Minutes from January 24, 2024.

**ITEM 2 – FORMS**

- A) Refer to attached for changes to the Bid Form and Supplementary General Conditions. Changes include updated bid forms and the addition of a Preferred Manufacturer Alternate.

**ITEM 3 – SPECIFICATIONS**

- A) The following changes shall be made to Section 26 27 43, Part 2., SECTION 2.1:

*PART 2 - PRODUCTS*

*2.1 MANUFACTURERS*

- A. *VENDORS WHO ARE CURRENTLY ON THE STATE TERM CONTRACT AND WHOSE PRODUCTS MEET THE SPECIFICATIONS ARE APPROVED TO PROVIDE EVSE PRODUCT FOR THIS PROJECT. CURRENT APPROVED VENDORS INCLUDE: LIVINGSTON ENERGY, NATIONAL CAR CHARGING, NOODOE, NOVA CHARGE, PINE SHORE ENERGY, AND ZEF ENERGY.*
- B. *SOURCE LIMITATIONS: OBTAIN EVSE FROM SINGLE MANUFACTURER.*

#### ITEM 4 – QUESTIONS

*Q1: UNDER SECTION 26 27 43 - ELECTRIC-VEHICLE SERVICE EQUIPMENT - AC LEVEL 1 AND LEVEL 2 PART 2.3 E. 1. THE BID DOCUMENT SAYS, "INPUT POWER: TWO 40 A, 208/240-V AC, 60 HZ, SINGLE-PHASE SERVICES PER CHARGER". WE ARE UNDERSTANDING THAT TO MEAN TWO 40A CIRCUIT BREAKERS WILL BE REQUIRED PER DUAL CHARGING STATION. IN THE PANEL SCHEDULES FOR ALL LOCATIONS, EXCEPT FOR JENNETTE'S PIER, THERE IS A SPARE CIRCUIT BREAKER LISTED. IS THIS SPARE CIRCUIT BREAKER EXCLUSIVELY FOR EXPANSION, OR WOULD IT BE POSSIBLE TO WIRE EACH CHARGING PORT INDEPENDENT OF ONE ANOTHER FOR MORE CONSISTENT POWER? ALTERNATIVELY, IF OTHER APPROVED CHARGING EQUIPMENT WAS ABLE TO PROVIDE MORE THAN 32A OF OUTPUT POWER AND WAS ABLE TO LOAD BALANCE SUFFICIENTLY, WOULD A LARGER CIRCUIT BREAKER BE ACCEPTABLE?*

**A1: ALL CHAGERS REQUIRE TWO (2) CONNECTIONS. SPARE BREAKERS ARE THERE FOR FUTURE CHARGERS. SHOULD ANY VENDOR PROPOSE A CHARGING STATION THAT REQUIRES A CHANGE FROM THE PLANS, IT WILL BE THE BIDDERS RESPONSIBILITY TO INCLUDE THOSE CHANGES IN THEIR BIDS.**

*Q2: FOR ALL PROVIDED ELECTRICAL SITE PLANS, THERE IS A POINT THAT SAYS SOMETHING LIKE "PROVIDE 2-3" C WITH PULLWIRE FOR POWER COMPANY'S PRIMARY CONDUCTORS. APPROXIMATE DISTANCE IS XX'. COORDINATE LOCATION WITH POWER COMPANY BEFORE STARTING ROUGH-IN". WOULD IT BE POSSIBLE TO RECEIVE ADDITIONAL CLARIFICATION AS TO WHERE THIS CONDUIT IS COMING FROM? THE SITE PLAN'S OUTLINE CLEARLY ENOUGH WHERE ONE END WOULD TERMINATE, BUT ADDITIONAL CLARIFICATION WOULD BE HELPFUL TO REFINE OUR BID.*

**A2: CONDUIT FOR PRIMARY CABLING BY DUKE SHALL BE PROVIDED AS PART OF THE ALLOWANCE GIVEN IN THE SUPPLEMENTARY GENERAL CONDITIONS.**

*Q3: I HAVE ATTACHED SPEC SHEETS FOR BOTH UNITS THAT WE WOULD LIKE TO GET APPROVED. THE AC ULTRA IS AESTHETICALLY CLOSER TO THE CT4000, BUT THE AC ELITE HAS MUCH OF THE SAME FUNCTIONALITY AT A FRACTION OF THE COST.*

**A3: PROVIDE PER THE UPDATES NOTED IN THIS ADDENDUM.**

**Q4: CAN YOU PLEASE CONFIRM IF THE EV CHARGING STATIONS ARE PUBLIC FACING OR SOLELY FOR FLEET USAGE.**

**A4: PUBLIC PRIMARILY.**

*Q5: CAN YOU PLEASE CONFIRM THE NUMBER OR CHARGERS AND PORTS BELOW IS CORRECT?*

*A. KURE BEACH – 1 DUAL PORT CHARGER*

- B. NAGS HEAD – 2 DUAL PORT CHARGERS
- C. PINE KNOLL SHORES – 1 DUAL PORT CHARGER
- D. WHITEVILLE – 1 DUAL PORT CHARGER

**A5: YES**

**Q6: CAN YOU PLEASE CONFIRM THE NUMBER OR CHARGERS AND PORTS BELOW IS CORRECT?**

- A. RALEIGH – 1 CHARGER (I CAN'T TELL IF THIS IS SINGLE PORT OR DUAL PORT. LOOKS LIKE JUST 1 PARKING SPOT SO I AM THINKING A SINGLE PORT STATION) PLEASE CONFIRM PORTS.
- B. CARY – 1 DUAL PORT CHARGER
- C. RALEIGH WELCOME CENTER – 1 DUAL PORT CHARGER
- D. PINEVILLE – 1 DUAL PORT CHARGER
- E. SPENCER – 1 DUAL PORT CHARGER

**A6: DUAL PORT ON ALL INSTALLATIONS.**

**Q7: YOU MAY HAVE SAID THIS AND I MISSED IT. IS A GC LICENSE REQUIRED FOR THESE PROJECTS?**

**A7: CONTRACTORS SHALL REVIEW THE WORK AND ASCERTAIN BASED ON THE LICENSES HELD BY THE BIDDERS.**

**Q8: SO WE CAN ONLY BID CHARGEPOINT EVEN IF OUR PRODUCTS ARE ON THE NC STATE CONTRACT?**

**A8: NO. ANY VENDOR ON THE STATE CONTRACT (SEE ABOVE) CAN PROVIDE PRICING FOR THIS PROJECT. CHARGEPOINT IS ONLY THE OWNER'S PREFERRED MANUFACTURER.**

**Q9: (GENERAL QUESTIONS ABOUT STRIPING AND REWORK OF PARKING SPACE)**

**A9: IN GENERAL, THREE EXISTING PARKING SPACES WILL TAKEN FOR THE PROJECT. THE SPACES WILL BE RESTRIPE PER THE DETAILS ON THE DRAWINGS. THERE ARE EXCEPTIONS TO THIS NOTED ON THE PROJECT DRAWINGS. WE WOULD ASK THAT THE CONTRACTORS BID TO THE DRAWINGS AND ANY NECESSARY CHANGES WILL BE MADE PRIOR TO CONSTRUCTION.**

**Q10: THE DRAWINGS SHOW QTY 2 3" CONDUITS WITH PULL STRING FROM POWER COMPANY CONNECTION POINT TO THE TRANSFORMER PAD (PRIMARY SIDE) AS THE RESPONSIBILITY OF CONTRACTOR BUT THE CONDUIT AND WIRE FROM TRANSFORMER TO THE METER SOCKET ON THE H-FRAME (SECONDARY SIDE) IS DONE BY POWER COMPANY. IS THIS CORRECT, AS THIS IS BACKWARDS FROM WHAT IS TYPICALLY DONE?**

**A10: PROVIDE PER THE DRAWINGS. IT HAS BEEN OUR EXPERIENCE OF LATE THAT DUKE IS REQUESTING CONDUIT BE CONTRACTOR PROVIDED FOR THEIR PRIMARY (DEPENDANT ON SITE CONDITIONS). THE SERVICE POINT IS THE METER ON SINGLE PHASE INSTALLATIONS.**

**Q11: POWER COMPANY WILL PROVIDE, SET, AND CONNECT THEIR OWN TRANSFORMER?**

**A11: YES INCLUDING THE PAD AS THESE ARE SINGLE PHASE SYSTEMS.**

*Q12: ARE WE [CONTRACTOR] RESPONSIBLE TO APPLY FOR POWER REPRESENTING NC DNR OR DO WE COORDINATE AFTER APPLICATION IS SUBMITTED AND DESIGN APPROVED BY DUKE ENERGY, OR LOCAL POWER COMPANY?*

**A12: OWNER WILL APPLY FOR POWER. CONTRACTOR WILL COORDINATE AFTERWARDS.**

*Q13: PLEASE EXPLAIN THE BID DAY UNIT PRICE REQUIREMENT FOR THE 3" PVC CONDUIT THAT MUST BE INCLUDED. IS THIS JUST LOCKING IN A SPECIFIC CONDUIT PRICE?*

**A13: CORRECT.**

*Q14: ON THE H-FRAME DETAIL, THE SPD IS CALLED OUT AND CONNECTED TO THE PANELBOARD VIA CONDUIT BUT IT IS NOT ON THE ONE LINE DIAGRAM SHOWING THE CONNECTION POINTS IN THE POWER FLOW. IS THIS TO BE INSTALLED BETWEEN THE METER/DISCONNECT AND THE PANELBOARD MAIN? OR IS THIS REQUIRED BETWEEN THE PANELBOARD CHARGER BREAKER AND THE ACTUAL CHARGING UNIT ITSELF? JUST WANT TO BE CLEAR.*

**A14: ADJACENT TO THE PANEL AND CONNECTED TO THE SPD BREAKER IN THE PANEL.**

*Q15: ARE WE [CONTRACTOR] TO PROVIDE AND INSTALL THE SPARE BREAKERS AS CALLED OUT IN THE PANELBOARD BREAKER SCHEDULE? OR JUST THE EVCS, SPD, AND RECEPTACLE BREAKERS?*

**A15: IT IS THE BIDDERS RESPONSIBILITY TO PROVIDE BREAKERS PER THE SCHEDULE.**

*Q16: ARE WE [CONTRACTOR] TO PROVIDE AND INSTALL THE SECOND EVCS BREAKER AT THE ONE (1) UNIT LOCATIONS IN THE PANELBOARD?*

**A16: THESE ARE ALL DUAL PORT CHARGERS WITH TWO (2) 40 AMPERE CONNECTIONS.**

*Q17: DOES THE CHARGING UNIT HAVE TO HAVE CDMA COMMUNICATIONS, OR CAN IT BE LTE?*

**A17: LTE WILL BE ACCEPTABLE.**

*Q18: WHAT ARE THE DIMENSIONS OF THE DUKE ENERGY TRANSFORMER PAD? THE CD'S SHOW THE CONDUIT ENTRANCE INFORMATION BUT IT DOESN'T SHOW THE LXWXH DIMENSIONS AND REBAR DETAILS FOR THE PAD.*

**A18: SINGLE PHASE TRANSFORMER PADS WILL BE UTILITY PROVIDED.**

*Q19: NEMA 4X - THE MARKING ON THE PANEL FOR THE NC TRANSPORTATION MUSEUM IN SPENCER AND THE NC TRANSPORTATION MUSEUM IN WHITEVILLE CALL FOR SS 4X PANEL, BUT*

ON THE SAME PAGE IT IS SPECIFIED AS 3R. WHICH IS IT? IN ADDITION TO THE SIGNIFICANT EXTRA COST, THE LEAD TIMES ARE LONGER AT 12-16 WEEKS. THE SITES ALONG THE COAST CLEARLY SPECIFY WITHOUT CONFLICT SS 4X AND THAT MAKES SENSE.

**A19: NEMA 4XSS IS NOT REQUIRED AT SPENCER OR WHITEVILLE. PROVIDE NEMA 3R.**

Q20: THE AWARD FOR MANY OF THESE SITES CALLS FOR CHARGER PORT CAPACITY OF 7.2KW AND TOTAL SITE CAPACITY 14.4KW. SEE THE VW PHASE 2 LEVEL 2 STATE AGENCY ATTACHMENT. IN MANY OF THE DRAWINGS THE SECOND EV 40A CIRCUIT IS LISTED AS A SPARE WITH NO WIRE SPECIFIED (E.G. FORT FISHER, AQUARIUM AT PINE KNOLL). ARE WE SUPPOSED TO SET THESE CHARGERS UP FOR POWER SHARING ON A SINGLE 40A CIRCUIT, OR A DEDICATED 40A CIRCUIT TO EACH PORT? SEE ALSO JENNETTES PIER - A SITE WITH TWO DOUBLE PORT EVSE AND ONLY TWO 40AMP CIRCUITS FOR A TOTAL SITE CAPACITY AS SPECIFIED OF 14.4KW - AND THE AWARD CALLS FOR 28.8KW. IN 23-26629-01A EVCS\_ WESTERN... SEE ALSO SECTION 26 27 43 PART 2.2 G1 CALLING FOR THE ABILITY TO CHARGE TWO VEHICLES AT 7.2KW EACH, AND PART 2.3 EVSE DESCRIPTION E. INPUT POWER CALLING FOR TWO 40A CIRCUITS PER EVSE.

**A20: PLEASE REVIEW THE PANEL SCHEDULES AND DRAWINGS. WE HAVE TWO (2) 40 AMPERE BREAKERS LISTED FOR EVSE EQUIPMENT TO BE INSTALLED AS PART OF THIS PROJECT PER CHARGING STATION AND TWO (2) SPARE BREAKERS FOR FUTURE INSTALLATIONS SHOULD THE OWNER DECIDE AN ADDITIONAL STATION IS REQUIRED IN THE FUTURE. JEANETTE'S PIER SHOWS FOUR (4) 40-AMPERE BREAKERS FOR PROPOSED EVSE AND NO SPARES.**

Q21: ARE THE USE OF THE SITES FREE TO THE PUBLIC? IF SO, CAN THEY BE SET UP FOR PLUG AND GO WITHOUT USE OF AN APP (STRAIGHT FORWARD AND ENSURES FEWER FAILED CHARGING ATTEMPTS)? WILL THEY REQUIRE THE USE OF A NETWORK APP? REQUIRE A CREDIT CARD READER?

**A21: YES. NO CREDIT CARD READER IS NECESSARY.**

Q22: CAN YOU PROVIDE DETAILS ON WHERE THE CONDUITS GO THROUGH GRASS, CONCRETE, ASPHALT, ETC... FOR BOTH SITES(ASSUME PROJECT)?

**A22: ASSUME GRASS. RE-SEED AS NECESSARY.**

**End of Addendum**

**Attachments: Pre-Bid Meeting Minutes**

**Preferred Manufacturer Alternate Meeting Minutes**

**Updated Bid Forms and Project Front End Documents**

# STATE OF NORTH CAROLINA STANDARD FORM OF INFORMAL CONTRACT AND GENERAL CONDITIONS

FOR

**Department of Natural and Cultural Resources  
Electric Vehicle (EV) Charging Stations (Statewide)  
SCO # 23-26629-01A**

## SCOPE OF WORK

Project includes new EVSE equipment at five (5) sites for the North Carolina Department of Natural and Cultural Resources in the Raleigh and Charlotte areas.

## NOTICE TO BIDDERS

Electronic or Sealed bid for this work will be received by:

Greg Johnson  
North Carolina Department of Natural and Cultural Resources  
greg.johnson@dncr.nc.gov

For hand Delivered, USPS, UPS, or FedEx:  
109 E Jones Street Raleigh NC 27601

up to **2:00 PM**, on **February 8, 2024**. Bids will not be publicly read but bid results will be made known to all bidders. Complete plans and specification and contract documents can be obtained from

Sigma Engineered Solutions PC  
5909 Falls of Neuse Road, Suite 101  
Raleigh, NC  
919-840-9300  
Email: bidding@sigmaes.com

Plans will be available after **January 12, 2024**.

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general license classification for Unlimited Construction.

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Bids shall be made only on the BID/ACCEPTANCE form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note on the envelope – **Bid : Attn:** Mr. Greg Johnson

*(Project Name)*  
*(Institution Name)*  
*(Bid Date)*  
*(Contractor)*  
*(License Number)*

## **BID EVALUATION**

The award of the contract will be made to the lowest responsible bidder as soon as practical.

Before awarding a contract, the owner may require the apparent low bidder to qualify himself to be a responsible bidder by furnishing any or all of the following data:

1. A listing of completed projects of similar size.
2. Permanent name and address of place of business.
3. The number of regular employees of the organization and length of time the organization has been in business under present name.
4. The names of members of the firms who hold appropriate trade licenses, together with license numbers.

Failure or refusal to furnish any of the above information, if requested, shall constitute a basis for disqualification of any bidder.

In determining the lowest responsible, responsive bidder, the owner shall take into consideration the bidder's compliance with the requirements of G.S. 143-128.2(c), the past performance of the bidder on construction contracts for the State with particular concern given to completion times, quality of work, cooperation with other contractors, and cooperation with the designer and owner. Failure of the low bidder to furnish affidavit and/or documentation as required by G.S. 143-128.2(c) shall constitute a basis for disqualification of the bid.

Should the owner adjudge that the apparent low bidder is not the lowest responsible, responsive bidder by virtue of the above information, said apparent low bidder will be so notified and his bid security shall be returned to him (if applicable).

## **PREBID CONFERENCE**

Prebid conference for this project will be on **January 24, 2024 at 2 pm**. Conference will take place virtually via Teams. Bidders should reach out to [radams@sigmaes.com](mailto:radams@sigmaes.com) (Reggie Adams, PE) for a link to the meeting.

Any questions arising from any contractor led walk-thrus or pre-bid conference should be directed in writing via email to Reggie Adams at Sigma Engineered Solutions PC ([radams@sigmaes.com](mailto:radams@sigmaes.com)). Questions must be received by noon on **February 1, 2024**, in order to be addressed in addendum format.

# BID/ACCEPTANCE FORM

for

**Department of Natural and Cultural Resources  
Electric Vehicle (EV) Charging Stations (Statewide)  
SCO # 23-26629-01A**

Project includes new EVSE equipment at five (5) sites for the North Carolina Department of Natural and Cultural Resources in the Raleigh and Charlotte areas.

We are in receipt of Addendum \_\_\_\_\_1\_\_\_\_\_2 \_\_\_\_\_3 \_\_\_\_\_4

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with the State of North Carolina through the North Carolina Department of Natural and Cultural Resources for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the State of North Carolina and the North Carolina Department of Natural and Cultural Resources for the sum of:

**BASE BID:** \_\_\_\_\_ **Dollars \$** \_\_\_\_\_

Alternate #	Add/Deduct	Alternate bid price	Accepted ( <i>OWNER INITIALS ON EACH LINE INDICATES ACCEPTANCE OF ALTERNATE</i> )
1-PM Alt.			

## **UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

## **ELECTRICAL:**

No. 1 3" RNC conduit \_\_\_\_\_ (*Unit-LF*) Unit Price (\$) \_\_\_\_\_

Respectively submitted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(*Contractor's Name*)

Federal ID#: \_\_\_\_\_

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

Witness: \_\_\_\_\_

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

(*Owner, partner, corp. Pres. Or Vice President*)

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

(*Proprietorship or Partnership*)

Attest: (*corporation*)

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



(**Corporate Seal**)

By: \_\_\_\_\_ License #: \_\_\_\_\_

Title: \_\_\_\_\_  
(Corporation, Secretary./Ass't Secretary.)

**ACCEPTED by the STATE OF NORTH CAROLINA**  
through the

\_\_\_\_\_  
North Carolina Department of Natural and Cultural Resources

Total amount of accepted by the owner, included base bid and bid alternates: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

# GENERAL CONDITIONS

## 1. GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

## 2. DEFINITIONS

**Owner:** "Owner" shall mean, The State of North Carolina through Department of Natural and Cultural Resources.

**Contractor:** "Contractor" shall mean the entity that will provide the services for the Owner.

**Designer:** The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

**Contract Documents:** "Contract Documents" shall consist of the Notice to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the bid; the contract; the performance bond if applicable; and insurance certificates. All of these items together form the contract.

## INTENT AND EXECUTION OF DOCUMENTS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the Designer/ Owner, the Designer/ Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents, and shall become a part thereof.

## 4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.

## 5. SUBMITTAL DATA

The Contractor awarded the contract shall submit all specified submittals to the Owner/Designer. A minimum number of copies as specified by the owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Designer/Owner. Failure to provide submittal data for review on equipment listed in the technical specifications will result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.

## 6. SUBSTITUTIONS

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until five (5) days prior to the receipt of bids or by the date specified in the pre bid conference, when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

- a. Name, address, and telephone number of manufacturer and supplier as appropriate.
- b. Trade name, model or catalog designation.
- c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- e. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

## **7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE**

The contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative.

The contractor shall maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after acceptance of the project.

## **8. MATERIALS, EQUIPMENT, EMPLOYEES**

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall

be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.

- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.
- g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
- h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project, and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

## **9. CODES, PERMITS AND INSPECTIONS**

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to county or municipal building codes and may\* not be subject to inspection by county or municipal authorities. Where appropriate, the Contractor shall, cooperate with the county or municipal authorities by obtaining building permits. The contractor at no cost may obtain permits to the owner.

All fire alarm work shall be in accordance with the latest State Construction Office (SCO) *Guidelines for Fire Alarm Installation* (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of the work where he installs it in conflict with the latest edition of the SCO *Guidelines for Fire Alarm Installation*..

\*Inspection and certification of compliance by local authorities is necessary if an architect or engineer was not employed on the project, or if the plans and specifications were not approved and the construction inspected by the State Construction Office.

## **10. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY**

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times, except as indicated in the Supplemental General Conditions.
- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the

subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.

- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- i. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).
- j. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

## **11. SUBCONTRACTS AND SUBCONTRACTORS**

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

## **12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS**

The Contractor agrees that the terms of these Contract Documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

## **13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST**

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this

procedure is followed. Should a claim for extra compensation by the contractor be denied by the designer or the owner, the contractor may pursue his claim in accordance with G.S. 143-135.3.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the designer or owner, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
  - 1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.
  - 2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors (1<sup>st</sup> tier subs), or their sub-subcontractors (2<sup>nd</sup> tier subs, 3<sup>rd</sup> tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1<sup>st</sup> tier sub; 1<sup>st</sup> tier, 2<sup>nd</sup> tier, 3<sup>rd</sup> tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
  - 1. The actual costs of materials and supplies incorporated or consumed as part of the work;
  - 2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
  - 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
  - 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
  - 5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.

- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within seven (7) days of receipt.

At the time of signing a change order, the contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

- h. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- i. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

#### **14. ANNULMENT OF CONTRACT**

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the contractor, or the surety (if applicable) shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all

contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety (if applicable). In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety (if applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

## **15. TERMINATION FOR CONVENIENCE**

- a. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the contractor in writing via certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
- b. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner; (3) plus ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

## **16. OWNER'S RIGHT TO DO WORK**

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

## **17. REQUESTS FOR PAYMENT**

Contractor shall refer to the Supplemental General Conditions for specific directions on payment schedule, procedures and the name and address where to send applications for payments for this project. It is imperative that invoices be sent only to the above address in order to assure proper and timely delivery and handling.

The Designer/Owner will process all Contractor pay requests as the project progresses. The Contractor shall receive payment within thirty (30) consecutive days after Designer/Owner's approval of each pay request. Payment will only be made for work performed as determined by the Designer/Owner.

### **Retainage:**

- a. Retainage withheld will not exceed 5% at any time.
- b. The same terms apply to general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
- d. Exceptions:
  1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.



2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.

Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

**THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE:** "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

## **18. PAYMENTS WITHHELD**

The designer with the approval of the Owner may withhold payment for the following reasons:

- a. Faulty work not corrected.
- b. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- c. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- d. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
  - i. Claims filed against the contractor or evidence that a claim will be filed.
  - ii. Evidence that subcontractors have not been paid.

When grounds for withholding payments have been removed, payment will be released. Delay of payment due the contractor without cause will make owner liable for payment of interest to the contractor as provided in G.S. 143-134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

## **19. MINIMUM INSURANCE REQUIREMENTS**

The work under this contract shall not commence until the contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

### **a. Worker's Compensation and Employer's Liability**

The contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

### **b. Public Liability and Property Damage**

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property

damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$500,000 per occurrence  
Property Damage: \$100,000 per occurrence / \$300,000 aggregate

In lieu of limits listed above, a \$500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

c. **Property Insurance (Builder's Risk/Installation Floater)**

The contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

d. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the contractor.

e. **Other Insurance**

The contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. **Proof of Carriage**

The contractor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

## **20. ASSIGNMENT**

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

## **21. CLEANING UP AND RESTORATION OF SITE**

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

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

## **22. GUARANTEE**

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

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

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

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

### **23. STANDARDS**

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector which customarily requires the label or re-examination listing or identification marking of appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution.

All equipment and products must be independent third party tested and labeled (UL, FM, or CTS) before final connections to Owner services or utilities.

### **24. TAXES**

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).
- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.
- d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal and contract sum.
- e. **Accounting Procedures for Refund of County Sales & Use Tax**

Amount of county sales and use tax paid per contractor's statements:

Contractors performing contracts for state agencies shall give the state agency for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement as of April 1, 1991 from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was

delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

## **25. EQUAL OPPORTUNITY CLAUSE**

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

The contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

## **26. MINORITY BUSINESS PARTICIPATION**

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority business in total value of work for each State building project.

For construction contracts with a value of less than \$300,000, the Owner has the responsibility to make a good faith effort to solicit minority bids and to attain the goal. The contractor shall include with his bid a completed Identification of HUB Certified/Minority Business Participation form. Contractor shall submit completed Appendix E MBE Documentation for Contract Payments form with final payment request.

For construction contracts with a value of \$300,000 or greater, the contractor shall comply with the document *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Identification of Minority Business Participation, Affidavits A, B, C, and D, and Appendix E. These forms provided herein are hereby incorporated and made a part of this contract.

## **27. ACCESS TO PERSONS AND RECORDS**

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by the Owner in accordance with General Statute 147-64.7. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for

change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for lost efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

## **28. GOVERNING LAWS**

This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. The Contractor shall comply with all applicable federal, State and local laws, statutes, ordinances and regulations including, but not limited to, the Omnibus Transportation Act of 1991 and its implementing regulations.

## **29. CONTRACTOR EVALUATION**

The contractor's overall work performance on the project shall be fairly evaluated in accordance with the State Building Commission policy and procedures, for determining qualifications to bid on future State projects. In addition to final evaluation, an interim evaluation may be prepared during the progress of project. The owner may request the contractor's comments to evaluate the designer.

# **SUPPLEMENTARY GENERAL CONDITIONS**

In the General Conditions **Section 8 – Materials, Equipment, Employees:**

Add the following to paragraph h: The Contractor shall designate a foreman/superintendent who shall direct the work and function as the project expeditor.

In the General Conditions **Section 13 – Changes in the Work and Claims for Extra Cost:**

Add the following to paragraph e, 2: Provide certified payroll and copies of pay stubs if requested by the Designer or Owner. Utilize Department of Labor form WH-347 for certified payroll.

Add the following subparagraph 5 to paragraph e: All change orders shall be supported by a breakdown showing the method of arriving at net cost as defined above. Copies of invoices shall be provided to substantiate material costs, rental costs, and subcontractor costs.

In the General Conditions **Section 17 – Requests for Payment**, add the following requirements for Final Payment:

- a. Affidavit of Release of Liens, Section 316.
- b. Contractor's Affidavit of Payment of Debts and Claims, Section 317.
- c. Contractor's list of subcontractors with subcontractor's initial and final contract amount and listing of HUB category.

In the first paragraph, the reference to delivery of invoices; invoices shall be sent to:

***Sigma Engineered Solutions PC  
5909 Falls of Neuse Rd. Suite 101  
Raleigh NC 27609  
919-840-9300  
Attn: Reggie Adams, PE***

## **TIME OF COMPLETION**

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within 180 consecutive calendar days from the Notice to Proceed. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of Two Hundred Fifty Dollars (\$250.00) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents.

**CONSTRUCTION SCHEDULE:**

Work shall be performed during normal working hours.

**PAYMENTS**

Request for payment shall be sent to Designer for review on a monthly basis. Contractor shall use the appropriate AIA forms.

**UTILITIES**

The contractor shall be required to provide temporary toilet facilities on site for use by his personnel, as well as use by his subcontractors.

Any temporary power required for the project shall be provided by the Contractor.

**SECURITY**

Contractors will be required to follow any Covid protocols in place and will be required to sign in/out each day.

**USE OF SITE**

The Contractor's work hours are limited to 8:00 a.m. to 5:00 p.m., Monday through Friday except where shutdowns occur. Work affecting operations of the facility will take place after-hours at the Owner's discretion. The Contractor shall prepare and submit to DNCR staff and Designer a proposed work schedule that includes:

Estimated days to complete project.

Number of personnel to be assigned to perform the work.

The Contractor shall submit proposed work schedule 10 working days prior to starting work under this contract.

Contractor parking shall be designated by the Owner.

Contractor shall provide their own sanitary facilities. Location shall be designated by the Owner.

**ALTERNATES**

There is one alternate. This alternate is a Preferred Manufacturer Alternate with ChargePoint being the preferred manufacturer.

**UNIT PRICES/ALLOWANCES**

Contractor shall provide in their BASE BID number, an allowance of 500 LF of 3" RNC conduit, installed at 36" below grade for use by local utilities. Allowances shall be based on a unit price notes as follows:

Unit Price-3" RNC conduit buried at 36" below grade, including all trenching and cover. Price shall include materials, labor, overhead, taxes, etc. and shall be all inclusive of the installation.

**NO SMOKING POLICY**

Smoking is only allowed in designated smoking areas.

**PERFORMANCE AND PAYMENT BONDS**

Not Required.

## **MINORITY BUSINESS PARTICIPATION**

The owner has a ten percent (10%) goal for participation by minority businesses in the total value of the work for the project. Refer to the document "Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts" for more information.



# Meeting Minutes

Today's Date: 01/25/2024

**Project:** Department of Natural and Cultural Resources  
Electric Vehicle (EV) Charging Stations (Statewide) **Project #** 23039  
SCO # 23-26629-01A

**Meeting Date:** January 24, 2024 **Location:** TEAMS

**Topic(s):** Pre-Bid Meeting

<b>Prepared By:</b>	Reggie Adams		
<b>Attendees:</b>	See Attached.	<b>Distribution:</b>	Bidders Design Team Owner Team

## Minutes:

1. Introductions were made including design and Owner team members.
2. A brief summary of the project was presented. Sites include Umstead State Park (two installs), Prairie Ridge Ecostation, Polk Historic Site outside of Charlotte, and State Transportation Museum.
3. Must have the proper contractor license and be licensed in the State of NC. All equipment must be listed and labeled by an APPROVED third party per the appendix in Section 260500 of the Project Manual.
4. **The time of completion for this project is described in the documents. Project will have a duration of 180 days including shop drawing production and review. We requested that bidders reach out to their vendors about lead times and shipping and bring any concerns related to equipment procurement.**
5. Liquidated Damages in the amount of \$250 per calendar day will be assessed for EACH calendar day that the construction extends beyond the days allowed in the contract.
6. There is a bid day unit price requirement for the installation of 3" PVC conduit for use by the Utility provider and a bid day allowance for 500 LF (total) that must be included in the base bid price and calculated on the unit price given at the time of bid.
7. The State Construction Office will do electrical inspections. It is the Contractor's responsibility to schedule all electrical inspections through their office.
8. Last day for questions – Sigma Engineered Solutions will take questions up to Thursday February 1, 2024 at 12 pm. Final addendum will be posted no later than Thursday February 1, 2024, at 5 pm. No further questions will be received after that time.



5909 Falls of Neuse Rd. • Suite 101 • Raleigh, NC 27609  
P: (919) 840-9300 • Web: [www.sigmaes.com](http://www.sigmaes.com)

# Meeting Minutes

9. Questions and Answers – All questions will be answered in Addenda. Sigma noted that verbal answers had no bearing and that the contractors should only follow written instruction given by the Designer.
10. All bidders shall e-mail any questions to **Reggie Adams at radams@sigmaes.com**. We will e-mail back a response within 48 hours. The response will either show the contractor where the requested information is in the documents or will state that the requested information will be contained in any upcoming addendum.
11. Performance and Payment Bonds are not required by the project. No bid bond is required either.
12. Bidders were encouraged to solicit as much WMBE participation as possible. Bidders were reminded that if they were unable to procure 10% WMBE participation that they must have all required backup showing their good-faith efforts. The appropriate WMBE forms must be submitted with any bids. MBE Affidavits: Two of the three forms behind the bid form must be submitted with the bids; bids without MBE forms will be discarded; submit the Identification of Minority Business Participation form and Affidavit A with the bids (Affidavit C or D is submitted within 72 hours by the apparent low bidder).
13. Proposals will be received no later than 2 pm on February 8, 2024 at 109 E Jones Street Raleigh NC 27601 in Raleigh. Bidders will be directed to Greg Johnson's office. All bids must be submitted in sealed envelope. All properly executed MBE forms must be included. Bids may also be submitted electronically via email.
14. Items to be included in the first addendum include:
  - Date and date for the Preferred Manufacturer Alternate meeting.

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**These meeting minutes represent the author's understanding of the information presented. Readers are asked to review and send any clarifications or corrections within 48 hours of receipt.**



# Meeting Minutes

Today's Date: 01/30/2024

**Project:** Department of Natural and Cultural Resources  
Electric Vehicle (EV) Charging Stations (Statewide) **Project #** 23039  
SCO # 23-26629-01A

**Meeting Date:** January 30, 2024 **Location:** TEAMS

**Topic(s):** Preferred Manufacturer Alternate

<b>Prepared By:</b>	Reggie Adams		
<b>Attendees:</b>		<b>Distribution:</b>	Bidders Design Team Owner Team

## Minutes:

The Owner has requested a Preferred Manufacturer Alternate for this project. The Preferred Manufacturer is ChargePoint for all EVSE equipment. The reason for this is that the Owner's current sites are all ChargePoint for EVSE. Their desire is to minimize the impact to their operations moving forward and to maintain continuity for service and parts.

These meeting minutes represent the author's understanding of the information presented. Readers are asked to review and send any clarifications or corrections within 48 hours of receipt.



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