



***Southeastern Wake Adult Day Center, Inc.
Administration Division***

3401 Carl Sandburg Court, Raleigh, NC 27610

INFORMAL CONSTRUCTION BID

FOR

Southeastern Wake Adult Day Center Renovation - Healthcare

Date of Issue: February 27, 2024

SOUTHEASTERN WAKE ADULT DAY CENTER, INC.
ADVERTISEMENT FOR BID (INFORMAL CONSTRUCTION BID)

BID NUMBER: *274-00019204*

PROJECT NAME: *Southeastern Wake Adult Day Center Renovation - Healthcare*

PROJECT LOCATION: *3401 Carl Sandburg Court*

OWNER: *Evelyn Lane Sanders, CEO
Southeastern Wake Adult Day Center*

OWNER ADDRESS: *3401 Carl Sandburg Court
Raleigh, NC 27610*

OWNER PROJECT MANAGER: *Rosena West
Senior Care Project Manager*

OWNER ADDITIONAL CONTACT: *rosenaw@sehcnc.com*

NOTE: Do not refer or use previously published bid documents.

Pursuant to the General Statutes of North Carolina, Section 143-128 et. seq, contractors are invited to submit Sealed Single Prime Construction bids providing labor, material, and equipment needed for entering into a Single Prime Contract.

Pursuant to North Carolina General Statutes §143-131, there will be no public bid opening for this solicitation. Additionally, the Southeastern Wake Adult Day Center, Inc. reserves the right to reject any or all bids and waive informalities.

The scope of work associated with this project is to perform a renovation/reconstruction of Southeastern Wake Adult Day Center (SEWADC) facility at 3401 Carl Sandburg Court in Raleigh, NC. This includes all inspection/permitting fees. All work is to be performed in accordance with current North Carolina code.

1. Cost Specifications:

Total cost of this project shall be included within the bid package. All labor, materials, equipment, and permitting fees in relation to the purpose of this project are to be included. Bid proposals shall be for a single lump sum.

2. Scope/Description of Work:

This project proposes renovation of approximately 5,500SF of interior space for the Southeastern Wake Adult Day Center, Inc. Project scope includes interior paint for existing walls of the suite, luxury vinyl tile, porcelain tile in the shower room, handrails in public corridors, and casework in selected areas. Electrical outlets are added throughout the suite, as well as sinks added to bedrooms and the multipurpose space.

The scope of work associated with this project is as follows:

- Replace entire flooring in community spaces, overnight respite space and hallways.
- Repair and patch walls where needed prior to painting.
- Paint all walls in areas of work.
- Install cabinetry and built-in storage for overnight respite space and nurses station.
- Install doors with glass downside in activity rooms.
- Install electrical – additional outlets, computer connections,
- Install upgrades to meet ADA Compliant safety design – grab bars. ADA height toilet seats, wall mounted seating in bathroom, handicap accessible shower,
- Install sinks in overnight respite space.
- Upgraded plumbing: shower and bathroom drainage.
- Removal and disposing of entire construction site debris

3. Submitting Bids:

Bidders are responsible for ensuring delivery of their Bid (electronic or paper) prior to the deadline stated below.

Bids may be submitted electronically as a PDF (portable document format) document attached to an email sent to the Southeastern Wake Adult Day Center, Inc. Project Manager stated above. Bids sent electronically by email must be received by the due date and time below.

A paper Bid may also be submitted by mail/courier (UPS, Fed-Ex, etc.), or via in person/hand delivery, to the Southeastern Wake Adult Day Center, Inc. Project manager stated above, prior to the due date and time below.

Bids must be received by:

Time: *4:00 p.m.*

Date: *March 26, 2024*

Mailing/Delivery Address: *3401 Carl Sandburg Court Raleigh, NC 27610*

In-Person Drop-Off Times: *8:30 a.m. – 4:00 p.m.*

In-Person Drop-Off Address: *3401 Carl Sandburg Court Raleigh, NC 27610*

All information related to this solicitation, including any addenda, will be posted to the North Carolina electronic Vendor Portal (eVP) at <https://evp.nc.gov/>.

No Bid may be withdrawn for Forty-Five (45) days after opening time.

4. Bidder Requirements:

Bidders/contractors are responsible for distributing documents to all sub-contractors.

Bidders will be required to show evidence that they are licensed to perform the work in the Bidding Documents as required by North Carolina General Statute, Chapter 87.

Pursuant to North Carolina General Statutes §143-128.2 et seq. and §143-131, and in accordance with Southeastern Wake Adult Day Center, Inc. policy, the Southeastern Wake Adult Day Center, Inc.

encourages and provides equal opportunity for certified Minority and Women-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the Southeastern Wake Adult Day Center, Inc.'s contracting and procurement programs to include: Professional Services, Goods and Other Services, and Construction. The prime contractor will be required to identify participation of MWBE businesses in their proposal and demonstrate how that participation will be achieved.

The Southeastern Wake Adult Day Center, Inc.'s goal is to contract and sub-contract fifteen percent (15%) of the total contract amount to Certified MWBEs on construction projects of \$300,000 or more, or contracts of \$100,000 or more that include any State funding.

END OF ADVERTISEMENT FOR BID

INSTRUCTIONS TO BIDDERS

1. General

This project consists of a renovation which will include Adult Day Services community spaces and overnight respite space encompassing changes in flooring, lighting, bathrooms, assistive equipment and room-built ins.

2. Project Location

Southeastern Wake Adult Day Center
3401 Carl Sandburg Court, Raleigh, NC 27610

3. Bid Schedule/Timeline

Provided below is a list of the anticipated schedule of events related to this Bid. The Southeastern Wake Adult Day Center, Inc. reserves the right to modify and/or adjust the following schedule to meet the needs of the service. All times shown are Eastern Time (EST):

Bid Schedule	Date and Time
Bid Advertisement Date	February 27, 2024
Pre-Bid Meeting Date and Time (if required)	<i>March 5, 2024 9:30 a.m. Southeastern Wake Adult Day Center 3401 Carl Sandburg Court Raleigh, NC 27610</i>
Deadline for Written Questions	<i>March 12, 2024</i>
Southeastern Wake Adult Day Center, Inc. Response to Questions (anticipated)	<i>March 18, 2024</i>
Bid Submittal Due Date and Time	<i>March 26, 2024 4:00 p.m.</i>
Bid Award Announced (tentative)	<i>April 4, 2024</i>

4. Bid Submissions

The submission of a bid will assume that the Contractor has fully examined the site and knows the existing conditions and has made every provision for operating under the existing conditions, and has included all necessary items, and has read and understands the Bidding Documents. No consideration shall be given to any claim for extra compensation or extension of contract time because of failure to comply with this provision.

Bids must be made in strict accordance with the "Bid Form" provided hereto and all blank spaces for

Unit Prices shall be properly filled in. If no price increase, assign "\$0". When requested alternates (if applicable) or Unit Prices have no entry, the bid may be considered incomplete, and the bid may be rejected as non-responsive. All bids must be submitted on the BID PROPOSAL FORM included herein. Prices given shall be both in writing and figures and the complete form shall be without any lineation, alterations, or erasures. In case of conflicting prices, the written prices shall govern. Submit one (1) set of bid forms enclosed.

Bids shall be received in strict accordance with all requirements of the General Statutes of North Carolina.

If submitting a paper bid, then the bid must be submitted sealed in a envelope with the bidder/company's name, the Southeastern Wake Adult Day Center, Inc. project name, and the Southeastern Wake Adult Day Center, Inc. bid/project number written on the exterior of the envelope, and include only one (1) original copy of the bid.

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

- All bids must be signed by an authorized official of the firm.
- Each proposal shall include the full name and address, phone number, and e-mailcontact of the bidder.
- All signatures shall be properly witnessed.
- Enclose required MWBE forms 1) Acknowledgement of MWBE Policy 2) Identification of MWBE Participation for Informal Project Bids.

It shall be the specific responsibility of the Bidder to deliver the bid to the proper Southeastern Wake Adult Day Center, Inc. location address prior to the date and time specified in the invitation to bidders for opening of the Bids. Bidders are encouraged to be prompt as later delivery of a Bid for any reason, including delivery by the United States Postal Service, shall disqualify the Bid.

Modifications of previously submitted bids will be acceptable only if delivered to the place of the bid by the specified time.

The Southeastern Wake Adult Day Center, Inc. shall not be held responsible for late deliveries. Faxed and/or emailsubmissions will not be accepted. Proposals not received by the designated time will not be accepted.

The bidder shall fill in and sign the bid form correctly. Bids that show any omission, alterations ofform, additions not called for, conditional bids, or any irregularities of any kind may be rejected.

Except to the extent allowed by statute, bids shall not be withdrawn, and bids shall remain subjectto acceptance by the Southeastern Wake Adult Day Center, Inc. for a period of Forty-Five (45) days.

The bids will be evaluated, and the contract awarded in accordance with statutory standard of award for public contracts as supplemented by the City of Raleigh MWBE information provided with the bid documents.

It is the Southeastern Wake Adult Day Center, Inc.'s intention to award a contract for work under this project to the lowest responsive, responsible bidder. The Southeastern Wake Adult Day Center, Inc. reserves the right to reject any and all bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional bids.

The Southeastern Wake Adult Day Center, Inc. further reserves the right to not award the bid to any Bidder whom it finds, after reasonable inquiry and evaluation, to be not responsible. The Southeastern Wake Adult Day Center, Inc. may also not award the bid of any bidder if the Southeastern Wake Adult Day Center, Inc. believes that it would not be in the best interest of the Southeastern Wake Adult Day Center, Inc. to not make an award to that bidder. The Southeastern Wake Adult Day Center, Inc. also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate terms with the successful bidder.

Upon request, bidders must present satisfactory evidence that they have been regularly engaged in the business of constructing such work, such as company work history and references from similar construction projects. And upon request, bidders must show that they are fully prepared with the necessary capital, equipment, etc., to begin the work promptly, and complete the same in accordance with specifications.

The bidder to whom the award is made shall be required to furnish work crews of adequate number, size, and experience to properly perform the work. The superintendent responsible for the project is required to be on-site during construction. The interpretation of the number of crews, size, and experience will be determined by the Southeastern Wake Adult Day Center, Inc. as to their adequacy.

The Contractor will furnish all materials, labor, equipment, supervision, tools, machinery, etc. for complete construction of projects in accordance with plans and specifications of the Southeastern Wake Adult Day Center, Inc.

The Southeastern Wake Adult Day Center, Inc. reserves the right to extend the work in this Contract upon the same terms, provided that such extensions shall not exceed in cost fifty per cent (50%) of the original Contract price of the Contract being extended.

5. Site Investigation

All bidders shall examine the site before submitting a proposal in order to determine the extent of work involved, size of work, etc., and the conditions under which the work must be staged and performed.

6. Permits And Fees

The Contractor will need to have the permit issued in its name and provide contact information to the Development Services Department as required for permit issuance. The cost for all related permit fees and final issuance of the permit shall be presented for billing against the Owners Allowance. Markups, profit and overhead are not permissible for permit costs.

7. Non-Collusion in Bidding

The Bidder specifically agrees to abide by all applicable provisions of Article 3 of Chapter 133 of the North Carolina General Statutes. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- Unless otherwise required by Law, the prices quoted in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

- No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

8. Form Of Agreement

The form of agreement to be entered into shall be the contract included within these specifications.

9. Contract Security

If the bid amount is greater than \$300,000, the awarded Contractor is required to furnish a Payment Bond, each equal to one hundred percent (100%) of the Contract Price within 10-days of being notified of award of contract. Bonds given shall meet the requirements of the law of the State of North Carolina including but not limited to G.S. 143-129 and G.S. 44A-26. The surety on each Bond shall be a surety company satisfactory to the Southeastern Wake Adult Day Center, Inc. and duly authorized to do business in the State of North Carolina.

The Southeastern Wake Adult Day Center, Inc. requires the use of its payment bond forms for this project unless, after consulting with the Southeastern Wake Adult Day Center, Inc. Attorney's office, the project manager finds that different bond forms satisfactorily protect the Southeastern Wake Adult Day Center, Inc.

10. Federal Funding Requirements

The materials, services and work to be provided under this bid will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this contract. The most recent of such Federal requirements, including any amendments made after the execution of the contract award, shall govern this contract unless the Federal Government determines otherwise. The Federal provisions and requirements provided herein may be applicable to this bid and the awarded contract. The awarded contractor is responsible for complying with all applicable provisions and requirements.

END OF INSTRUCTIONS TO BIDDERS

BID PROPOSAL FORM

The undersigned bidder has carefully examined the Form of Contract, the Form of Contract Bonds, the General Conditions, the Supplemental Conditions and Specifications, all of which are acknowledged to be part of the proposal and the Proposal Form, and the Bidder has also examined the site of the proposed work. Bidder agrees to perform all the work included in the Contract as indicated and specified in the Contract Documents. It is the Southeastern Wake Adult Day Center, Inc.'s intention to award a contract for all work under this project to the lowest responsive, responsible bidder. The Southeastern Wake Adult Day Center, Inc. reserves the right to reject any or all bids and to waive informalities.

The undersigned further agrees to sign a Contract for the work, if offered within ninety (90) days after receipt of Bids, and to furnish surety as specified. The Bidder further agrees to provide and furnish all necessary materials, equipment, machinery, and labor necessary to complete the demolition of the work in full, in complete accordance with the plans and specifications and the contract documents to the full and entire satisfaction of the Southeastern Wake Adult Day Center, Inc. and in accordance with these documents within the time limit specified below.

In addition to all other agreements and assurances, the undersigned Bidder understands and hereby agrees as follows:

1. The Bidder represents and agrees to complete the entire project in the following number of Consecutive Calendar Days: One hundred and twenty (120) days from the date on the Notice to Proceed.
2. The Bidder agrees to comply with the Southeastern Wake Adult Day Center, Inc.'s policy to encourage bidders to use Certified MWBE businesses as specified in Division 00 MWBE Requirements.

Base Bid:

_____ Dollars (\$) (In Words)

_____ Dollars (\$) (In Figures)

Total Bid:

(Including Base bid and Owner's Site Conditions Allowance):

_____ Dollars (\$) (In Words)

_____ Dollars (\$) (In Figures)

Name of General Contractor and GC License Number:

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Dated

Acknowledge Receipt (initial)

Please check here if no addenda were received: _____

PROPOSAL SIGNATURE PAGE

Respectfully submitted this day of :

By:

(Name of firm or corporation making bid)

WITNESS:

By: _____
Signature

(Proprietorship or Partnership)

Name: _____
Print or type

Title:

(Owner/Partner/Pres./V.Pres)

Address:

ATTEST:

GC License No.: _____

By:

Federal Tax I.D. No.: _____

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

Email Address:

(CORPORATE SEAL)

Office Phone Number:

END OF SOUTHEASTERN WAKE ADULT DAY CENTER, INC. – BID PROPOSAL FORM

GENERAL CONDITIONS

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1. DEFINITIONS OF TERMS

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

"Addenda" shall mean written or graphic instruments issued prior to the execution of the agreement, which modify or interpret the Contract Documents by additions, deletions, clarifications, or corrections.

"Allowance" shall mean any amount specified and included in an agreed-upon construction scope of work for a certain item of work whose details are not yet determined at the time of agreement between the contractor and the Owner for such scope of work.

"Architectural Supplemental Instructions" shall mean the information that allows an architect to provide additional instructions or make minor changes without having to re-work the entire construction plan.

"Authorization Request" shall mean the final action in approving a cost or change event. It may result in a change in the project's cost of work, general conditions or overheads, contingency, or other item which is included in the contract amount.

"Bad Weather Day" shall mean a day when construction Work cannot be performed and is attributable to unusual weather phenomena as defined herein.

"Bid" shall mean the offer or Proposal of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

"Bidder" shall mean any person, firm, or corporation submitting a Bid for the Work.

"Bonds" shall mean Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.

"Change Order" shall mean the adjustment of the contract of time, or addition or deduction to the overall contract price. A Change Order shall be an amendment to the contract and requires approval by the Southeastern Wake Adult Day Center, Inc. through the Southeastern Wake Adult Day Center, Inc. Council or Southeastern Wake Adult Day Center, Inc. Manager.

"Change Order Directive (COD)" shall mean an instrument used to provide written notice for the Contractor to proceed with the work directed by the Designer or Owner prior to issuance of a formal request for change proposal or change agreement by the Contractor.

"Consultant" shall be defined as the professional services firm employed by the Southeastern Wake Adult Day Center, Inc. or Owner.

"Contract Documents" shall consist of Advertisement for Bids, Proposal, Bid Bond, Contract, Contract Performance Bond, Payment Bond, Instructions to Bidders, General Requirements, General Conditions, Supplementary Conditions, Technical Specifications, Certificates of Insurance, and Drawings and any other pertinent documents. The intent of these documents is to include all materials, appliances, tools, labor, and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The Contract Documents shall be considered as one, and whatever is called for by any one of them shall be as binding as if called for by all.

"Contract Price" shall mean the total monies payable to the Contractor under the terms and conditions of the Contract Documents.

"Contract Time" shall mean the number of calendar days stated in the Contract Documents for the completion of the Work.

"Contractor" or "General Contractor" shall mean the individual, firm, or corporation undertaking the execution of the Work as an independent Contractor under the terms of the Contract and acting through its agents or employees.

"Cost or Change Event" shall mean a directive to perform work resulting from a proposed change. There may or may not be costs associated with the work. It is initiated as a proposal from the Contractor and sent to the Designer for review. If approved by the Designer, the Designer forwards it to the Owner as a recommendation from the Designer in the form of an Authorization Request.

"Change Order" means a written order to the Contractor and/or any amendments to the contract that authorize a change in the contract time/schedule or contract amount. **"Southeastern Wake Adult Day Center, Inc."** shall mean Southeastern Wake Adult Day Center, Inc..

"Designer" shall mean the professional architectural and/engineering firm and/or its subconsultants that are responsible for the project design and have placed their professional seals on the construction documents. Can also be noted as "Engineer".

"Drawings" shall mean the part of the Contract Documents, which show largely through graphical presentation the characteristics, design and scope of the Work to be performed and which have been prepared or approved by the Southeastern Wake Adult Day Center, Inc..

"Final Acceptance" shall be defined as concurrence between the Designer and the Owner to accept the project from the contractor. Final acceptance of the project shall not be considered before the final inspection is conducted. Final acceptance does not infer the lack of claims on a project.

"Liquidated Damages" shall mean the amount reasonably estimated in advance to cover the consequential damages associated with the Southeastern Wake Adult Day Center, Inc.'s economic loss in not having the use of the project for its intended purposes resulting from the Contractor's failure to complete the project by the completion date.

"Modification" shall mean the process of incorporating agreed changes or alterations made to a contract. A contract modification may introduce, revise or cancel specifications, delivery period, price, quantity or terms of an existing contract, while leaving its overall purpose and effect intact.

"MWBE" shall mean the Minority & Women-Owned Business Enterprise Program for the Southeastern Wake Adult Day Center, Inc..

"Notice of Award" shall mean the written notice to the successful bidder of the acceptance of the bid as approved by the Southeastern Wake Adult Day Center, Inc. Council. Notice may be issued in person or via regular mail, certified mail with receipt of delivery, or email with receipt of delivery.

"Notice to Proceed" shall mean written communication issued by the Southeastern Wake Adult Day Center, Inc. or its Designer to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work. Notice may be issued in person or via regular mail, certified mail with receipt of delivery, or email with receipt of delivery.

"Owner" shall mean Southeastern Wake Adult Day Center, Inc..

"Owner's Contingency" shall mean the amount of funds included in the contract that represents the Owner's best estimate of funds to provide for allowances and to address unforeseen circumstances or other conditions that may arise during the construction of the project.

"Owner-Requested Change" is a change in, addition to, and/or reduction of the construction Work requested by the Owner necessitating an adjustment to a GMP, the date for Substantial Completion, or both. The document by which the CMAR proposes an adjustment to a GMP, the date for Substantial Completion, or both, in response to an Owner-Requested Change is a Change Order Proposal.

"Project" shall mean the undertaking to be performed as provided in the Contract Documents.

"Project Manager" shall be the individual or individuals assigned to coordinate the project and insure that Southeastern Wake Adult Day Center, Inc. procedures are followed, and the quality of Work is up to the standards expected.

"Request for Proposal" shall mean an offer by a contractor, in response to a request issued by the Designer or Owner for the purpose of requesting an equitable adjustment for a proposed change to an existing contract.

"Shall" is mandatory; "may" is permissive.

"Shop Drawings" shall mean all drawings, diagrams, illustrations, brochures, schedules, and other data, which are prepared by the Contractor, Subcontractor, manufacturer, Supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

"Specifications" shall mean a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and Workmanship specified for this Project.

"Subcontractor" shall mean an individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

"Substantial Completion" shall mean that date determined by the Southeastern Wake Adult Day Center, Inc. when the construction of the Project or an expressly stipulated part thereof is sufficiently completed, in accordance with the Contract Documents, so the Project or stipulated part can be fully utilized for the purposes for which it is intended.

"Supplemental General Conditions" shall mean a part of the Contract Documents consisting of modifications or additions to the General Conditions.

"Superintendent" shall mean the Contractor's authorized on job representative designated in writing by the Contractor prior to commencement of any Work

"Supplier" shall mean any person, supplier, or organization who furnishes materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

"Surety" shall mean the bonding or insurance company that represents the Contractor and that assumes responsibility for the completion of the project should the Contractor, for any reason, become unable to complete the project.

"Time Extension" shall mean an increase in the length of time specified in a contract resulting in a revised contract completion date.

"Work" of the Contractor or Subcontractor shall include all labor, material, equipment, transportation, skill, tools, machinery, and other equipment and things useful or necessary in order to complete the Contract.

"Written Notice" shall mean the notification either in handwritten, computer generated, typed, or email form that communicates information or directives.

2. APPLICABLE REQUIREMENTS

The Work shall comply with the Contract Documents and with all applicable codes, laws, and regulations of the Southeastern Wake Adult Day Center, Inc., State, or Federal agencies. In the event of any conflict between the terms of this Contract and such codes, laws, and regulations, the codes, laws, and regulations shall prevail. If the Contractor performs any Work contrary to such codes, laws, or regulations the Contractor shall assume full responsibility therefore and shall bear any and all costs necessary to correct the Work.

3. CONTRACT BID GUARRANTY AND SECURITY

BID GUARRANTY: Bidders shall furnish a bid guaranty in the form of cash, a certified cashier's check issued by a responsible bank or trust company insured by the Federal Deposit Insurance Corporation, made payable to the Southeastern Wake Adult Day Center, Inc., or a Bid Bond issued by a surety licensed to conduct business in the state where the Project is located. The amount of such guaranty shall be equal to 5% of the bid price. The Bid security of the successful Bidder will be retained until the Contractor has executed the Contract and furnished the required Contract security, whereupon it will be returned; if the Contractor fails to execute and deliver the Contract and furnish the required Contract security within ten (10) calendar days of the Notice of Award, Owner may annul the Notice of Award and the Bid security of the Bidder will be forfeited. The Bid security of any other Bidder who the Owner believes to have a reasonable chance of receiving the Award may be retained by Owner until the earlier of (1) the seventh day after the executed Contract is delivered by the Owner to Contractor and the required Contract security is furnished or (2) the sixty-first day after Bid opening. Bid security of other Bidders will be returned within ten (10) days of the Bid opening.

SECURITY: The Contractor shall furnish a Contract Performance Bond and a Payment Bond, each equal to one hundred percent (100%) of the Contract Price if the base bid price exceeds \$300,000. However, the Southeastern Wake Adult Day Center, Inc. may impose this requirement on any contract in excess of \$30,000. This requirement, if exercised, will be specified in the Supplementary General Conditions. Bonds given shall meet the requirements of the law of the State of North Carolina including but not limited to G.S. 143-129 and G.S. 44A-26. The surety on each Bond shall be a surety company satisfactory to the Southeastern Wake Adult Day Center, Inc. and duly authorized to do business in the State of North Carolina.

The Contractor shall also furnish other bid security or bonds that may be required by various Federal, State or Local authorities having jurisdiction as a condition of obtaining permits.

4. NOTICE AND SERVICE THEREOF

Any notice to Contractor from the Southeastern Wake Adult Day Center, Inc. relative to any part of this Contract shall be in accordance with the Southeastern Wake Adult Day Center, Inc.'s Form of Contract.

5. INTENT OF DRAWINGS AND SPECIFICATIONS

The intent of the Drawings, Specifications/project manual and all other documents comprising the Contract Documents, is that the Contractor shall be held responsible to provide and pay for all labor, materials, tools, power, water, equipment, transportation, and other facilities necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Southeastern Wake Adult Day Center, Inc..

The Drawings, Specifications/project manual, and all other documents comprising the Contract Documents, shall be supplementary to each other, and any material, Workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all. In case of discrepancy or disagreement in the contract documents, the order of precedence shall be: Form of

Construction Contract, General Conditions, Supplemental General Conditions, Project Special Conditions, CSI Specification Sections, large-scale drawings, and small-scale drawings.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Designer for the Southeastern Wake Adult Day Center, Inc., in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.

Each section or type of Work is described separately in the Technical Specifications. For convenience of reference and to facilitate the letting of contracts and subcontracts, these Specifications are separated into titled sections. Such separation shall not, however, operate to make the Southeastern Wake Adult Day Center, Inc. an arbiter to establish limits to the contracts between the Contractor and Subcontractors, nor shall such separation be interpreted as superseding normal construction trade jurisdictions. Should any item of material, equipment, Work, or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described. In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

Attention is directed to the fact that the detailed Specifications and separate sections may be written in short or abridged form. The Contractor shall, in regard to every section of the Specifications and Drawings of articles, materials, operations, or methods:

- a. Provide each item mentioned and indicated, of quality or subject to qualifications noted.
- b. Perform according to conditions stated, each operation prescribed.
- c. Provide therefore all necessary labor, equipment and incidentals.

Whenever in these Specifications or on the Drawings the words "directed," "required," "permitted," "ordered," or words of like import are used, it shall be understood that the direction, requirement, permission or order of the Southeastern Wake Adult Day Center, Inc. is intended, and similar words, "approved," "acceptable," "satisfactory," or words of like import shall mean approved by, acceptable to, or satisfactory to the Southeastern Wake Adult Day Center, Inc..

Notwithstanding the appearance of such language in the various sections of the Specifications as, "The Paving Contractor," "The Grading Contractor," etc., the Contractor is responsible to the Southeastern Wake Adult Day Center, Inc. for the entire Contract and the execution of all Work referred to in the Contract Documents.

The Designer for the Southeastern Wake Adult Day Center, Inc. may (without changing the scope of the Work) furnish the Contractor additional instructions and detail drawings, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

6. PRESENT DOCUMENTS GOVERN

The Contractor shall in no case claim a waiver of any specification requirements on the basis of previous approval of material or Workmanship on other jobs of like nature or on the basis of what might be considered "standard" for material or Workmanship in any particular location. The Contract Documents for this job shall govern the Work.

7. CONTRACTOR'S SHOP DRAWINGS

Absent of more detailed Shop Drawing and Submittal Requirement Provisions noted elsewhere in the Contract, Supplementary General Conditions, or Administrative Specification Requirements, the provisions outlined below shall be followed:

Within thirty (30) consecutive days after the issuance of the Notice to Proceed, the Contractor shall submit a schedule for the submission of all shop drawings, product data, samples, and similar submittals to the Designer. The schedule shall indicate the items, relevant specification sections, other related submittal data, and the date when these items will be furnished to the Designer. Pay applications shall not be approved until the submittal schedule has been submitted.

The approved Drawings will be supplemented by such Shop Drawings as are needed to adequately control the Work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved Drawings shall be in writing.

Shop Drawings to be furnished by the Contractor for any structure shall consist of such detailed drawings as may be required for the prosecution of the Work.

Shop Drawings must be approved by the Designer before the Work in question is performed. Drawings for false Work, centering, and form work may also be required, and in such cases shall be likewise subjected to approval unless approval be waived. It is expressly understood, however, that approval of the Contractor's Shop Drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of the Shop Drawings with the approved Drawings and Specifications.

It is the responsibility of the Contractor to review and approve all Shop Drawings for compliance with the contract documents, with signed evidence of review by the Contractor, before same are submitted to the Designer for approval. Shop Drawings that have not been reviewed and approved by the Contractor will not be approved.

Shop Drawings shall be submitted only by the Contractor who shall indicate by a signed stamp on the drawings that the submittal has been reviewed and approved the Shop Drawings and that the Work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with Work of all other trades involved. Under no conditions shall Shop Drawings be accepted from anyone other than the Contractor.

The Contractor shall furnish the Designer at least six (6) hard copies of all Shop Drawings for approval. Shop drawings may also be electronically submitted for approval utilizing construction/project management software. Both the Designer and the Contractor shall be license holders of the software, house the software program on its server, and provide access to the Southeastern Wake Adult Day Center, Inc. via a secured password and username. The Designer shall review required submittals promptly, noting desired corrections, if any, and retaining three (3) copies. The remaining copies will be returned to the Contractor by the Designer for the Contractor's use not later than twenty-one (21) days from the date of the receipt for multiple disciplines or fourteen (14) days from the date of receipt for single discipline. The Contractor shall furnish the required submittals with sufficient information and accuracy to obtain required approval of any item with no more than three submittals. Designer will record time beyond the initial three submittals for reviewing subsequent submittals of shop drawings, samples, or other items requiring approval and the Contractor shall reimburse the Owner for the charges for such time accrued by the Designer. The Contractor shall also be responsible for any delays to the project's schedule resulting from additional reviews.

The Contract Price shall include the cost of furnishing all Shop Drawings and the Contractor will be allowed no extra compensation for such drawings.

The approval of such Shop Drawings shall not relieve the Contractor from responsibility for deviations from Drawings or the Specifications unless the Contractor has in writing called attention to such deviations, and the Designer has approved the changes or deviations in writing at the time of submission, nor shall it relieve him from the responsibility for errors of any kind in Shop Drawings. When the Contractor does call such deviations to the attention of the Designer, any deviations involving extra cost shall be submitted in letter form by the Contractor. If the Contractor neglects to provide a letter, it will be assumed that no extra cost is involved for making the change.

8. INSTRUCTIONS, MINOR CHANGES, ETC.

All changes, alterations or instructions regarding any feature of the Work that differ from the Drawings and Specifications must be approved in writing in all cases, and no verbal orders will be regarded as a basis for claims for extra Work.

If the Contractor claims that any instruction by Drawings for a change or otherwise involves extra cost or an extension of time, the Contractor shall notify the Designer in writing within ten (10) days after the receipt of such instruction and, in any event, before proceeding to execute the Work. Thereafter, the procedure shall be the same as that described for changes in the Work. No such claim shall be valid unless made in accordance with the terms of this section.

No claims for extra cost will be considered based on an escalation of material prices throughout the period of the Contract.

No extra Work is to be performed or any change made that involves any extra cost or extension of time unless approved through an Authorization Request.

The Designer shall have authority, however to order minor changes in the Work not necessitating a cost event or change order, and not inconsistent with the intent of the Contract Documents. Such minor changes shall be affected by written order, bulletin drawing, or supplemental architectural instructions and shall be binding to the Owner and the Contractor.

9. EXAMINATION OF WORK BY CONTRACTOR

It is understood and agreed that the Contractor, has by careful examination, is satisfied as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Southeastern Wake Adult Day Center, Inc., either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

The Contractor shall, in good Workmanlike manner, do and perform all Work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary, or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Drawings of the Work covered by this Contract and any and all supplemental drawings of the Work covered by this Contract. The Contractor shall furnish, erect, maintain, and remove such construction, plants, and such temporary Works as may be required. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of plants, appliances, and methods, and for any damage, which may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, local ordinances, and State and Federal laws; and shall do, carry on, and complete the entire Work.

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

10. MATERIALS, SERVICES AND FACILITIES

The Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time specified. Failure of the Contractor to provide adequate labor and equipment may result in default of the Contract. The labor and equipment to be used in the Work by the Contractor shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of Work, in accordance with accepted industry practices within the time specified in the Contract.

If at any time during the construction and completion of the Work covered by these construction 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 the ground.

Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product that has in any way become unfit for the intended purpose shall be incorporated into the Work.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, cleaned, and conditioned as directed by the manufacturer.

Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract Documents. The source of supply for all such products shall be submitted to the Designer, together with detailed descriptions thereof in the form of samples, Shop Drawings, tests, or other means necessary to adequately describe the items proposed. If, after trial, it is found that sources of supply, even though previously approved by the Designer, have not furnished products meeting the intent of the Contract Documents, the Contractor shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements.

11. "OR EQUAL" CLAUSE

In accordance with G.S. 133-3, whenever a material or article required is specified or shown on the Drawings and/or Specifications by using the name of the proprietary product or of a particular manufacturer or vendor, the Designer shall denote that the quality standard of the article desired is the intent and the Contractor is not restricted to the specific brand, make, or manufacturer so named. The Designer shall specify three or more examples of items of equal or equivalent design. Any material or article that will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function. The opinion of the Designer shall be final, and no substitute material or article shall be purchased or installed without such written approval.

Any proposed substitutions of materials, items, or equipment of equal or equivalent design shall be submitted to the Designer for approval or disapproval prior to the opening of bids. Proposed substitutions shall only be submitted by the prime contractors. No requests from subcontractors, manufacturers or suppliers will be accepted.

12. TESTING OF MATERIALS

Unless otherwise specifically provided for, testing of materials and finished articles to be incorporated in the Work at the site shall be made by bureaus, laboratories, or agencies approved by the Designer and Owner. All laboratory tests shall be paid by the Owner unless provided otherwise in the contract documents. The Contractor shall furnish evidence satisfactory to the Designer that the material and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the Work.

The Contractor shall pay for the laboratory tests to establish design mixes for concrete, asphalt, mortar and other materials proposed for use on the project, and for additional tests to prove compliance with contract documents where materials have tested deficient except where the testing laboratory did not follow the appropriate testing procedures as defined in the Specifications.

13. INSPECTION OF WORK BY OTHER PARTIES

The Contractor shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the Southeastern Wake Adult Day Center, Inc. and authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the Designer or other Southeastern Wake Adult Day Center, Inc. representatives at the site of the Work shall not be construed to, in any manner, relieve the Contractor of the responsibility for strict compliance with the provisions of the Contract Documents.

All Work shall be inspected by the Designer or the Owner's or its Consultants prior to being covered by the Contractor. The Contractor shall give a minimum of two weeks' notice unless otherwise agreed to by all parties. Not less than 48 hours prior to inspection or testing, the Contractor shall coordinate said events with the Designer, Owner, and/or respective parties. If the inspection fails after the first re-inspection, all costs

associated with additional re-inspections, including travel, per diem, testing, etc. for the Designer or the Designer's authorized representative and the Owner's Consultants, shall be borne by the Contractor.

If the Specifications, Southeastern Wake Adult Day Center, Inc.'s instructions, laws, ordinances, or an authority having jurisdiction require any Work to be specially tested or approved, the Contractor shall give the Designer timely notice of its readiness for observation or inspection. If the inspection is by another authority, then the Designer shall be advised of the date fixed for such inspection. Required certificates of inspection shall be secured by the Contractor. Contractor having secured all certificates of inspection will deliver same to the Designer upon completion. If any Work should be covered up without approval or consent of the Designer, Project Manager, Special Inspector, it shall, if required by the Designer, be uncovered for examination at the Contractor's expense.

Should any disagreement or difference arise as to the estimate, quantities or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of Work, any materials and construction thereof, the decisions of the Designer shall be final and conclusive and binding upon all parties to the Contract.

14. AUTHORITY OF THE DESIGNER/ENGINEER

The Contractor shall perform all of the Work herein specified under the general direction, and to the entire satisfaction, approval, and acceptance of the Designer. The Designer shall decide all questions relating to measurements of quantities; the character of the Work performed and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. All questions as to the meaning of these Specifications will be decided by the Designer.

The approval of the Designer of any materials, plants, equipment, Drawings, or of any other items executed, or proposed by the Contractor shall be construed only to constitute an approval of general design. Such approval shall not relieve the Contractor from the performance of the Work in accordance with the Contract Documents, or from any duty, obligations, performance guarantee, or other liability imposed upon him.

Where drawings or specifications are sealed by the Engineer, in lieu of Designer, these same provisions shall apply to the Engineer.

15. PROHIBITED INTERESTS

No official of the Southeastern Wake Adult Day Center, Inc. who is authorized in such capacity Southeastern Wake Adult Day Center, Inc. and on behalf of the Southeastern Wake Adult Day Center, Inc. to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Southeastern Wake Adult Day Center, Inc. who is authorized in such capacity Southeastern Wake Adult Day Center, Inc. and on behalf of the Southeastern Wake Adult Day Center, Inc. to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

16. REJECTIONS OF WORK AND MATERIALS, AND OWNER'S RIGHT TO DO WORK

All materials and equipment furnished, and all Work done that is not in accordance with the Drawings or Specifications or that is defective will be rejected. All rejected materials, equipment, or Work shall be removed immediately. If rejected materials, equipment, or Work is not removed within forty-eight hours from the date of letter of notification, the Designer shall have the right and authority to stop the Contractor's Work immediately, and/or shall have the right to arrange for the removal of said rejected materials, equipment, or Work at the cost and expense of the Contractor. All rejected materials, equipment, or Work shall be replaced with other material, equipment, or Work that conforms with the Drawings and Specifications at no additional cost to the Southeastern Wake Adult Day Center, Inc..

Inspection of the Work shall not relieve the Contractor of any obligations to fulfill the Contract and defective Work shall be made good regardless of whether such Work, material, or equipment has been previously inspected by the Designer and accepted or estimated for payment. Neither the final certificate, final payment, occupancy of the premises by the Owner, nor any provision of the contract, nor any other act or instrument of the Owner, nor the Designer shall relieve the Contractor from responsibility for negligence or faulty material or Workmanship or failure to comply with the drawings and Specifications.

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 days' written notice sent in person or via email with delivery confirmation or certified mail, return receipt requested, to the Contractor from the Designer, may perform or have performed that portion of Work. The cost of the Work may be deducted from any amount due or to become due to the Contractor, including retainage, 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 to the Contractor, then the Contractor or the Contractor's the Surety, or both, shall be liable for and shall pay to the Owner the amount of said excess.

17. ROYALTIES AND PATENTS

The Contractor shall hold and save the Southeastern Wake Adult Day Center, Inc. and its officers, agents, servants, and employees, harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Southeastern Wake Adult Day Center, Inc., unless otherwise specifically stipulated in the Contract Documents.

18. CONTRACTOR'S SUPERINTENDENCE AND PERSONNEL

The Contractor will supervise and direct the Work. The Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced Superintendent, and the necessary assistants competent to supervise the Work involved, shall be assigned to the Project by the Contractor and shall be present at the site when Work is in progress. The name of the Superintendent shall be submitted with qualifications of same prior to start of the Work and shall be approved by the Designer prior to start of the Work. The Superintendent so named by the Contractor shall be employed by the Contractor and shall have served in a supervisory capacity Southeastern Wake Adult Day Center, Inc. on at least one Project of like description and size performed by the Contractor during the previous twelve months. Under no circumstances shall an employee of any Subcontractor serve as Project Superintendent. The Superintendent shall represent the Contractor, and all directions given to the Superintendent shall be as binding as if given to the Contractor.

Only persons skilled in the type of Work that they are to perform shall be employed. The Contractor shall maintain discipline and good order among its employees and shall not employ on the Work any unfit person or persons or anyone unskilled in the Work assigned him. The Contractor shall insure that all employees maintain proper respect and courtesy for the any persons/individuals on the project site or in adjacent off-site areas.

19. LINES, GRADES AND MEASUREMENTS

Such stakes and markings as the Designer may set for either its or the Contractor's guidance shall be preserved by the Contractor. Failure to protect such stakes or markings, or gross negligence on the Contractor's part resulting in loss of same, may result in the Contractor being charged for their replacement.

The Contractor must exercise proper care and caution to verify the grades and figures before proceeding with the Work and shall be responsible for any damage or defective Work caused by the Contractor's failure of such care and caution. The Contractor shall promptly notify the Designer of any errors or discrepancies discovered in order that the proper corrections may be made.

20. LAYOUT OF WORK

The Contractor shall lay out its work from established base lines and bench marks indicated on the drawings, and shall perform all construction layout, computations and staking from the baseline information

and control points shown on the drawings and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Designer/Owner.

Prior to the start of any layout work, the Contractor shall provide the names and license numbers of the professional land surveyors and/or engineers, licensed in the State of North Carolina, who will be in charge of their survey for the project.

During initial site layout and before existing conditions are disturbed, the Contractor shall verify the basic survey data provided on the contract drawings. Verification shall be initiated from the point(s) shown on the contract drawings and shall include, as a minimum, benchmark elevations, horizontal control points, and sufficient spot checks of critical elevations to ensure that the survey data adequately reflects existing conditions.

The Contractor will provide the Designer and Owner with a copy of the initial, intermediate (as necessary to adequately define an area of concern) and final survey information in an electronic PDF file and CAD or .DWG drawing file, and a point data file in electronic CAD or .DWG format which contains the survey control found (or established) in the field by the surveyor. The CAD or .DWG drawing file will be based on the coordinate system indicated on the contract drawings and will also show street r/w and property corners, easements, and the proposed improvements.

21. PERMITS, LICENSES, AND IMPACT FEES

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured by the Contractor. Costs for permits, licenses, and impact fees may be included in the total contract amount as an allowance. Refer to the bid documents or Supplemental General Conditions.

22. LAWS AND REGULATIONS

The Contractor's attention is directed to the fact that all applicable Federal, State, and Southeastern Wake Adult Day Center, Inc. laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract Documents the same as though herein written out in full. The Contractor is responsible for being fully informed of all laws, ordinances, and regulations of the Federal, State, and Southeastern Wake Adult Day Center, Inc. in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, regulation, ordinance, order, or decree, the Contractor shall herewith report the same, in writing, to the Designer. The Contractor shall always observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the Southeastern Wake Adult Day Center, Inc. and its agents against any such law, ordinance, regulation, order, or decree, whether by the Contractor including any employees.

23. SUBCONTRACTING

The Contractor understands and agrees that it shall be a breach of this Contract to subcontract any portion of the Work on this Project unless the Work and the Contractor proposed to perform it have been declared in the Proposal to the Contract. In accordance with the Southeastern Wake Adult Day Center, Inc.'s MWBE Program Policy, within thirty (30) days of award of the contract, the Contractor shall submit to the Designer and Owner the "Contract Subcontractor Identification Form, giving the names and addresses of subcontractors, and equipment and material suppliers proposed to be used together with the scope of their respective parts of the Work. Should any subcontractor be disapproved by the Designer or Owner, the Designer or Owner shall communicate its decision to the Contractor. The Contractor shall present substitutions to the Designer and Owner for approval. If the subcontractor is listed on the MWBE affidavits, another MWBE subcontractor with similar certification/classification shall be substituted.

THE CONTRACTOR FURTHER UNDERSTANDS AND AGREES THAT ANY WORK ON THIS PROJECT WHICH THE CONTRACTOR SECURES IN VIOLATION OF THIS PROVISION SHALL BE

DEEMED A GRATUITY FROM THE CONTRACTOR FOR WHICH THE SOUTHEASTERN WAKE ADULT DAY CENTER, INC. SHALL NOT BE OBLIGATED TO PAY. ALSO, THAT ANY WORK DONE BY THE SUBCONTRACTOR AND NOT MEETING THE SPECIFICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE AT NO COST TO THE SOUTHEASTERN WAKE ADULT DAY CENTER, INC..

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Southeastern Wake Adult Day Center, Inc.

24. SUBCONTRACTORS

Within thirty (30) days of award of the contract, the Contractor shall submit to the Designer and Owner the "Contract Subcontractor Identification Form, giving the names and addresses of subcontractors, and equipment and material suppliers proposed to be used together with the scope of their respective parts of the Work.

The Designer may furnish to any subcontractor, upon written request, evidence regarding amounts of money requested to be paid to the Contractor regarding the portion of the subcontractor's work; provided however, that the Contractor has sufficiently broken down the request to allow such determination.

The Owner reserves the right to limit the amount of work, or the percentage of work, to be subcontracted as hereinafter specified.

25. ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Southeastern Wake Adult Day Center, Inc.

26. INSURANCE REQUIREMENTS

Review the Southeastern Wake Adult Day Center, Inc. Form of Contract and Supplemental Conditions for the specific insurance requirements.

27. LAND AND RIGHTS-OF-WAY

Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements secured by the Southeastern Wake Adult Day Center, Inc. or required of the Contractor and shall conduct the Work in accordance with requirements thereof including the giving of notice.

The Contractor shall provide at its own expense and without liability to the Southeastern Wake Adult Day Center, Inc. any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

28. PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor will be required to protect all Work and materials against damage or injury from the weather. If, in the opinion of the Designer, any Work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or Work shall be removed and replaced at the expense of the Contractor.

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. Contractor shall provide continuously sufficient illumination at all barricades and at protective barriers around excavations so that the public is adequately warned of such hazards. The Contractor shall, where necessary, provide and maintain access to and from all

adjacent properties as directed by the plans and Specifications, or the Designer, or the Owner's Representative, for street rights of way, along the line of the Contractor's Work. The Contractor shall abide by the Manual on Uniform Traffic Control Devices (MUTCD) for any street closures or traffic control.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary warning safeguards for devices and safety and protection of the Work, the public, and adjoining property. The Contractor shall immediately notify Owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Contractor shall, prior to commencing other on-site Work, accurately locate above and below ground utilities and structures, which may be affected by the Work, using whatever means may be appropriate. The Contractor shall mark the location of existing utilities and structures, not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and placement during construction. The Contractor shall notify the Designer promptly on discovery of any conflict between the Contract Documents and any existing facility.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of Work, the Contractor, upon notification to the Designer, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Contractor due to such extra Work shall be submitted to the Designer within ten (10) days of the date of performing such Work or deviations in the manner prescribed for a cost event or change order. The Designer will evaluate and determine if the claims asserted by the Contractor warrant a cost event or change order and will make a recommendation to the Owner.

All existing utilities, both public and private, including sewer, gas, water, electrical, and telephone services, etc., shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Contractor and the utility responsible and hold the Southeastern Wake Adult Day Center, Inc. harmless from the result of any damage that may occur as a result of the Contractor's activities.

See the Southeastern Wake Adult Day Center, Inc.'s Form of Contract and the Supplementary Conditions for additional safety requirements.

29. PRIOR USE BY SOUTHEASTERN WAKE ADULT DAY CENTER, INC.

Prior to completion of the Work, the Southeastern Wake Adult Day Center, Inc. may take over operation and/or use of the uncompleted Project or portions thereof. The Contractor must agree to the prior use, and it must not prevent the Contractor from completing the Work. Such prior use of facilities by the Southeastern Wake Adult Day Center, Inc. shall not be deemed as acceptance of any Work or relieve the Contractor from any of the requirements of the Contract Documents.

Where the Southeastern Wake Adult Day Center, Inc. has beneficial occupancy of a usable facility prior to the expiration of the specified Contract Time, but where contract Work items remain outstanding, the Southeastern Wake Adult Day Center, Inc., at its option, may, in lieu of all or a proportion of liquidated damages owed by the Contractor, charge the Contractor for actual cost of administering the Contract for a period subsequent to expiration of the Contract completion date (not to exceed the total amount which could be assessed under liquidated damages).

30. CLEANING UP AND SITE ACCESS

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Contractor's employees or Work. Upon completion of the Work, the Contractor shall remove all equipment, tools, materials, and other articles from the property of the Southeastern Wake Adult Day Center, Inc.. Delivery of construction materials and equipment shall be only from locations approved by the Southeastern Wake Adult Day Center, Inc..

31. DISPOSAL OF WASTE MATERIALS FROM ANY CONSTRUCTION

Disposal of all waste material from construction sites shall be made in strict accordance with all State laws and Southeastern Wake Adult Day Center, Inc. ordinances pertaining to disposal of construction or hazardous waste. It shall be the responsibility of the Contractor to secure the necessary permits and provide all information required to secure said permits. The Contractor shall designate the disposal site prior to beginning construction and in the event waste material is to be disposed of on private property, a letter from the property Owner shall be furnished to the Owner or its representative granting the Contractor or the Contractor's agent(s) such permission and listing the requirements made by the property Owner on the Contractor, if any.

32. CHANGES IN THE WORK

The Southeastern Wake Adult Day Center, Inc. may at any time, as the need arises, order changes within the scope of the Work without invalidating the agreement. If such changes increase or decrease the amount due under the Contract Documents or in the time required for performance of the Work, an adjustment may be authorized by a cost event or change order.

The Contractor must assert any request for an adjustment to the contract price, performance schedule, or both, in writing no later than 10 days from the Contractor's first knowledge of the change, or its right to assert such request for equitable adjustment shall be considered waived. Under no circumstance shall any pending request for adjustment or dispute excuse the Contractor from proceeding with its performance, as changed. The Owner, in its sole discretion, may receive and act upon any request for equitable adjustment at any time before final payment.

The Designer, also, may at any time, make changes in the details of the Work as may also be approved by the Owner. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Designer unless the Contractor believes that such change entitles him to a change in contract price, time, or both, in which event the Contractor shall give the Designer written notice thereof within five (5) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of authorization from the Owner or the Designer.

33. MODIFICATION AND PRICE PROPOSALS

The Southeastern Wake Adult Day Center, Inc. may issue modification and price proposal requests for changes during the contract. The Contractor shall submit itemized price proposals including those for all subcontractors and sub-tiers for any such requests. The format used by the Southeastern Wake Adult Day Center, Inc. for an adjustment in accordance with this term shall be a Request for Proposal (RFP). The Contractor's proposal shall be submitted within 10 days, or as otherwise directed by the Department, of the Contractor's first knowledge of the proposed change or receipt of the RFP. The Southeastern Wake Adult Day Center, Inc. or Designer may also issue a Notice to Proceed associated with the request for proposal should it be determined to be in the Southeastern Wake Adult Day Center, Inc.'s best interest.

The proposal shall include a detailed breakdown of all labor, equipment, materials, supplies, overhead and profit costs for both the contractor and all subcontractors at any tier to allow a review of the proposal. Material, labor, equipment and other direct cost shall be summarized and totaled as construction direct costs in the proposal. Overheads, profit, and bond shall be added as appropriate line items shown as indirect or soft cost in the proposal. Cost estimates or pricing detail backup shall be completely itemized to include direct labor man-hours, individual craft, and hourly wage rate. Include verifiable labor burden (including craft fringes, FUI, SUI, and FICA) as a separate line item.

All subcontractor proposals shall include this same level of breakdown and detail and shall be so noted in the Contractor's proposal. The contractor shall provide copies of any quotations that have been received in regard to the proposal and shall ensure that adequate competition has been obtained such that the proposal is fair and reasonable. Any credit for deleted work shall also be reflected on the proposal.

Such proposal shall also include a detailed justification for any time extension request that is being requested as part of the equitable adjustment. Any time extension request that arise from the proposal shall be clearly noted, shall identify the specific activity or activities involved, and shall depict the changes necessary

in the project schedule in order to accomplish the change. The contractor is advised that any request in contract period must demonstrate that there has been an increase in the critical path for completion of the project that is directly attributed to the change. The contractor shall provide a revised project schedule incorporating any time extension resulting as part of the equitable adjustment.

Lump sum cost estimates or price proposals shall be rejected and returned to the Contractor for itemization as described above. Failure of the Contractor to submit properly itemized cost estimates or price proposals shall not constitute an excusable delay. The equitable adjustment shall not include increased costs or time extension for delay resulting from the Contractor's failure to provide notice or to diligently continue performance. No proposal from the Contractor for an equitable adjustment shall be allowed if not asserted within time frames in this clause.

Limits of Claim:

Insurance:	30%
Profit and Overhead charge for additional Contractor's work:	15%
Profit and Overhead charge for deductive Contractor's work:	10%
Profit and Overhead charge for additional Sub-contractor's work:	5%
Profit and Overhead charge for deductive Sub-contractor's work:	0%

The contractor may submit for approval recent audited financial statements performed in accordance with generally accepted accounting procedures to help establish an overhead rate for this project. Absent of this information, the rates noted above shall apply.

Where the extra Work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, and the Southeastern Wake Adult Day Center, Inc., the value of the change shall be computed by application of unit prices based on quantities, estimate or actual as agreed of the items involved, see Section 48.

34. TIME FOR COMPLETION, LIQUIDATED DAMAGES AND TIME EXTENSIONS

The time of completion is expressed as the number of calendar days from the Notice to Proceed. It is hereby understood and mutually agreed, by and between the Contractor and the Southeastern Wake Adult Day Center, Inc., that the date of beginning, rate of progress and the time for completion of the Work are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

The Contractor agrees that said Work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Southeastern Wake Adult Day Center, Inc., that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range prevailing in this locality.

The Contractor shall commence work as outlined in the Notice to Proceed and shall fully complete all work hereunder within the time of completion stated. For each day in excess of the contract completion number of days, the Contractor(s) shall pay the Owner the sum stated as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said Contractor(s) to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof. Liquidated Damages are specified in Section 2 of the Supplementary General Conditions.

The Contractor acknowledges that delays will damage the Owner, but also acknowledges that proof of such damages would be difficult and costly for both parties to determine, and that the injury to the Owner which could result from a failure of the Contractor to complete the Project on schedule is uncertain and cannot be computed with exact precision. In order to liquidate in advance the delay damages that the Owner will be entitled to recover from the Contractor in the event of unexcused delays in the FINAL completion of the Project, the Contractor agrees that it will pay, and that the Owner may retain from the funds otherwise to be paid to the Contractor, the following Liquidated Damages and additional Owner Engineering Expenses and Other Fees, which sums are agreed upon as a reasonable and proper measure of damages which the Owner will sustain by failure of the Contractor to complete Work within the time stipulated, and as Owner's sole and exclusive remedy for any such delays. See Supplementary Conditions for Owner's liquidated damages.

It is further agreed that time is of the essence for this Contract and of the Specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence for this Contract.

Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor or that of their subcontractor at any tier, including but not restricted to unavoidable casualties; by acts of God or of the public enemy; by acts of the Government in either its sovereign or contractual capacity Southeastern Wake Adult Day Center, Inc.; by acts of another Contractor in the performance of a contract with the Southeastern Wake Adult Day Center, Inc.; by fires; by floods; by epidemics; by quarantine restrictions; by strikes; by freight embargoes; by unusually severe weather exceeding the average climatic conditions in that area of the Work or by any other causes which the Designer and Owner determine may just the delay, then the contract time may be extended by change order for the time as determined to be reasonable.

Time extensions under this provision do not entitle the Contractor to compensable damages for delays. Any Contractor claim for compensable damages is limited to delays caused solely by the Owner or its agents. Contractor caused delays shall be accounted for before Owner or Designer caused delays in the case of concurrent delays.

Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, notify the Southeastern Wake Adult Day Center, Inc., in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

35. WEATHER DELAY TIME EXTENSIONS

As noted in the Section 34, Time For Completion, Liquidated Damages And Time Extensions, if the contract is delayed at any time in the progress of Work by abnormal weather conditions not reasonably anticipated for the locality where the Work is performed, then the contract time may be extended by change order only for the time which the Designer and Owner may determine is reasonable. The methods to be used for determining the weather delay time extensions are as outlined in this section.

Time extensions will not be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where Work is performed. The time for completion includes an allowance for bad weather days based on climatological data and is adjusted to reflect the number of working days per month, which would be affected.

- a. For the purposes of determining the extent of a delay attributable to unusual weather phenomena, please see the table below which notes the maximum number of days by month that can be considered "bad weather" days. For the purposes of this contract, bad weather days to be anticipated are defined as follows:
- b. Days on which precipitation exceeds 0.10 inch of rain equivalent as measured at the beginning of the workday by the precipitation gauge maintained at the Project site.
- c. Days on which the temperature fails to exceed 40 degrees F average (a) measures less than 40 degrees Fahrenheit or below product specifications constraints related to temperature (examples include, but are not limited to, placing concrete, roofing applications, fireproofing application, waterproofing application, exterior envelope installation, and masonry activities) or (b) in excess of 100 degrees Fahrenheit. Note that a day which qualifies on criteria for both precipitation and temperature, shall be counted as one day.
- d. Days on which prior to building dry-in conditions, Project site conditions such as mud, pooling of water, ice, or standing snow prevent the performance of construction activities such as, but not limited to, mass grading, building pad grading, excavations, and backfill operations.
- e. Days on which wind speeds, as measured by a gauge located at the Project site, exceed those wind speeds that are permissible to use equipment or to perform certain construction tasks safely. Examples may include not being able to safely use crane(s) or other aerial equipment for erection of the building structure.

Bad weather working days to be included in the contractor's schedule are:

Month	Days	Month	Days	Month	Days
January	17	May	7	September	5
February	15	June	4	October	3
March	5	July	5	November	9
April	4	August	5	December	10

The Contractor shall note actual job site weather conditions on the daily report of construction, along with work performed and any effect of weather conditions on the scheduled activities. Tabulations of weather conditions on the job site, and any effects of weather on the critical path activities, shall be totaled on a monthly basis as work progresses. Periods where weather conditions are more favorable than anticipated shall also be accounted in the weather analysis. If the total accumulated number of working days lost to bad weather exceeds the total number tabulated above, the time for completion will be extended by the difference. Time of completion will not be adjusted for actual bad weather days which total less than the number included in the tabulation.

No weather delays shall be considered for building or structure construction after the building or structure has been dried in, unless such other Work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. This determination will be made in consultation between the Designer and Owner.

36. PAYMENTS TO CONTRACTOR

Cost Breakdown – The Contractor shall be prepared to submit a cost breakdown/schedule of values immediately after the opening of Bids. Cost breakdown shall be based on values of parts of the Work as divided according to sections of the Specifications and shall be further subdivided into labor and materials. The Contractor shall use forms similar to the AIA G702 & G703 Forms for cost breakdown and payment requests. Other pay request forms as provided or approved by the Owner may also be used.

Applications for payment shall be submitted to the Designer for review and certification prior to submittal to the Owner for payment. Applications that have not been certified by the Designer shall be rejected by the Owner and returned to the Contractor. Designers will forward certified pay applications to the Project Manager for prompt payment. The pay application shall include the following information:

- a. Total of the contract including change orders or approved authorization requests.
- b. Value of Work completed to date.
- c. Less 5% Retainage (see additional clarification in this section).
- d. Less previous payments.
- e. Current amount due.
- f. The Contractor shall provide a sales tax statement certifying the amount of sales taxes paid for the Work provided under the contract. Manufacturers are not exempt from paying North Carolina sales taxes for providing an item directly to the Southeastern Wake Adult Day Center, Inc.. If you have any questions about the sales tax requirements for the state of North Carolina, please contact the North Carolina Department of Revenue at (919) 707-0880 or (877) 252-3052. For more information concerning the applicability of Sales Tax, see Section 21 of the Supplementary General Conditions.
- g. Updated progress schedule reflecting scheduled and actual completion percentages for the overall project as well as activity progress.

As specified in G.S. 143-134.1(b), within seven (7) days of receipt of payment by the Contractor of each periodic or final payment, the Contractor shall pay its subcontractor(s) based on Work completed or service(s) provided. If any periodic or final payment to the subcontractor is delayed by more than seven (7) days after receipt of periodic or final payment by the Contractor, the Contractor shall pay the subcontractor interest, beginning on the eighth day, as a rate of one percent (1%) per month or fraction thereof on the unpaid balance as is due.

In accordance with G.S. 143-134.1(b1), no retainage on periodic or final payments made by the Owner or Contractor shall be allowed on public construction contracts in which the total project costs are less than

one hundred thousand dollars (\$100,000). When the project is fifty percent (50%) complete, the Owner, with written consent from the Surety, shall not retain any further retainage from periodic payments due the Contractor, if the Contractor continues to perform satisfactorily and any nonconforming Work identified in writing prior to that time by the designer or Owner has been corrected and accepted by the designer or Owner. If the Owner determines that the Contractor's performance is unsatisfactory, the Owner may reinstate retainage.

Each pay application shall reference the Owner's assigned purchase order number.

Materials and Work Covered by Partial Payments - All materials and Work covered by progress payments shall, upon payment thereof, become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and Work upon which payments have been made, or the restoration of any damaged Work.

37. STORED MATERIALS

In the preparation of partial estimates, the Owner **may** authorize payment for material delivered to the site and preparatory work done to be taken into consideration subject to the following requirements:

- a. The materials have been submitted and approved for use on the project.
- b. The materials are satisfactorily stored to protect the materials for their intended use.
- c. The Contractor has provided a detailed paid bill of sale or invoice that notes the type and quantity of material included on the invoice, complete with a schedule of unit price values, such that the material inventory can be tracked during installation.

The Contractor shall provide inventory control schedule with each partial payment request that reflects that type of stored material, quantity, unit prices, a schedule noting opening, used that period and ending inventory of materials and total summary of stored material amount being requested on the partial estimate. A copy of a suitable form that may be used by the Contractor is included as an attachment.

The Contractor acknowledges that it has responsibility to insure and protect such stored materials under the terms of its bond and insurance coverage with the Owner, and to maintain such stored materials in proper condition for installation and to fulfill the contract requirements when installed. Payment for the materials as described shall constitute a transfer of title to the Owner but such transfer does not relieve the Contractor of the responsibility to inspect, safeguard and protect the stored materials until they are incorporated into the permanent work. Payment for the materials does not constitute the start of any warranty, either express or implied, as such action shall not begin until the installation is complete and the work accepted.

The Contractor shall be responsible for the safety and security of subject materials and assume all risk for loss of materials.

Materials delivered to the Contractor at locations other than the project site may also be taken into consideration if, in addition to the above, the Contractor provide evidence the materials are being stored in a secured and protected facility and environment. The location for such storage shall be approved by the Designer/Owner.

38. PAYMENTS WITHHELD

The Designer may recommend to the Owner to withhold payment for any of 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. Evidence that subcontractors have not been paid.

39. SCHEDULES, REPORTS AND RECORDS

The Contractor shall submit to the Designer such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Designer may request concerning Work performed or to be performed.

The Contractor shall submit to the Designer within thirty (30) days after the issuance of the Notice to Proceed schedules showing the proposed order of work, including start dates at various parts of the Work, estimated date of completion of each part; and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment. The basic project schedule shall be presented at the preconstruction meeting and no partial payments shall be made until it has been submitted to the Designer and Southeastern Wake Adult Day Center, Inc.. The Designer shall specify acceptable scheduling or project management software programs, type of schedule methodology, either bar chart or critical path, to be utilized by the Contractor in reflecting the construction project's progress. The Contractor shall provide the schedule to the Designer and Owner electronically and in hard copy. See supplemental conditions if there are preferred scheduling software required by the Designer and/or Owner and any specific scheduling requirements.

Where a bar chart schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of Work by trade and by area, level, or zone, and shall schedule dates for all salient features, including, but not limited to the placing of orders for materials, submission of shop drawings, and other submittals for approval, approval of shop drawings by Designers, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment and all Work activities to be performed by the Contractor. The Contractor shall allow sufficient time in the schedule for all commissioning, required inspections and completion of the final punch list(s). Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

Critical Path Method (CPM) schedule is required for all formal projects. The CPM schedule shall be in time-scaled precedence format. It shall be drawn or plotted with activities grouped or zoned by Work area of subcontract as opposed to random format. The CPM schedule shall be time-scaled on a weekly basis and shall be drawn or plotted at a level of detail or logic which will schedule all salient features of the Work to be performed by the Contractor. The Contractor shall allow sufficient time in the schedule for all commissioning, required inspections, and completion of final punch list(s). Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

The CPM will identify and describe each activity, state the duration of each activity, the calendar dates for the early and late start and the early and late finish of each activity, and clearly highlight all activities on the critical path. "Total float" and "free float" shall be indicated for all activities. Float time shall not be considered for the exclusive use or benefit of either the Owner or the Contractor but must be allocated in the best interest of completing the Work within the contract time. Extensions to the Contract time, when granted, will be granted only when equitable time adjustment exceeds the total float in the activity or path of activities affected by the change.

A cumulative progress-versus-time curve for the activities shall be shown. The vertical scale shall represent cumulative project progress and the horizontal scale shall represent time. Scheduled cumulative progress shall be calculated and plotted on the scale. Actual progress shall be calculated with each payment and plotted as work progresses. This project earnings curve indicating scheduled earnings vs. actual earnings shall generally be plotted and reflected as an earnings "S" curve. The Contractor shall submit this as a schedule of payments that they anticipate they will earn during the course of the Work.

The Contractor shall submit updated schedules at each monthly meeting or at the request of the Designer or Owner. If any activities are behind schedule, the Contractor must indicate in writing what measures will be taken to bring each activity back on schedule and to ensure that the contract completion date is not exceeded. A plan of action and recovery schedule shall be developed and submitted to the Designer when: (1) the Contractor's report indicates delays, that are in the opinion of the Designer or Owner, of sufficient magnitude that the Contractor's ability to complete the Work by the scheduled completion date is brought into question; or (2) the updated construction schedule is thirty (30) days behind the planned or baseline schedule and no legitimate time extensions are in process or have been approved; or (3) the Contractor desires to make changes in the logic (sequencing of Work) or the planned duration of future activities of the CPM schedule which, in the opinion of the Designer or Owner, are of a major nature. The plan of action, when requested by the Designer or Owner, shall be submitted to the Designer and Owner, within five calendar (5) days of the

request. The recovery schedule, when required, shall be submitted to the Designer and Owner, within five (5) calendar days of the request.

Failure to provide updated construction schedules, plans of action, or recovery schedules, as requested or required, shall be considered grounds for rejection of pay applications.

40. SOUTHEASTERN WAKE ADULT DAY CENTER, INC.'S RIGHT TO TERMINATE

See the Southeastern Wake Adult Day Center, Inc. Form of Contract concerning the Southeastern Wake Adult Day Center, Inc.'s right to terminate.

41. FINAL ACCEPTANCE OF WORK AND FINAL PAYMENT

Before issuing final payment, the Contractor shall promptly remove from the premises all materials condemned by the Owner's Representative or Consultant as failing to conform with the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Southeastern Wake Adult Day Center, Inc. and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

Final Acceptance shall occur when the Designer and Owner mutually agree to accept the project from the contractor. Final acceptance of the project shall not be considered before the final inspection is conducted. Final acceptance of the project may occur prior to correction of punch list items.

Final Inspection: Upon notice from the Contractor that the Work is completed, the Designer and Owner shall make a final inspection of the Work and shall notify the Contractor of all instances where the Contractor's Work fails to comply with the Drawings and Specifications, as well as any defects discovered. Deficiencies shall be recorded on a "punch list" and the Contractor shall immediately make such alterations as are necessary to make the Work comply with the Drawings and Specifications.

Final Payment: When the Work under this Contract is completed, a final payment request shall be submitted representing the original Contract Price, cost events, and change orders to the Contract. The final payment shall not be due until the Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including final clean up.

The final payment of monies or retained amount due the Contractor for the contract shall not become due until the Contractor has furnished to the Owner, through the Designer, an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with the contract have been satisfied, and that no claims or liens exist against the Contractor in connection with this contract. To the event that the Contractor cannot obtain similar affidavits from sub-contractors to protect the Contractor and the Owner from possible liens or claims against the sub-contractor, the Contractor shall state in the affidavit that no claims or liens exist against any sub-contractor to the best of (the Contractor's) knowledge, and, if any appear afterward, the Contractor shall hold and save the Owner harmless. Retainage for the final as-built drawings in the amount of one (1%) of the construction value, or \$30,000, whichever is the greater, shall be withheld until the final as-built drawing submittal has been approved.

The final payment may not be processed until the Designer has certified that the project has been completed in accordance with the contract Specifications and drawings.

Final acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the Southeastern Wake Adult Day Center, Inc.. Payments otherwise due the Contractor, including Retainage, may be withheld by the Southeastern Wake Adult Day Center, Inc. because of defective Work not remedied and unadjusted damage to others by the Contractor or Subcontractors, vendors or laborers.

All requests for final payment must be submitted within 60 days after the Work has been completed and accepted by the Southeastern Wake Adult Day Center, Inc.. All requests are subject to final approval and audit by the Southeastern Wake Adult Day Center, Inc..

42. CONSTRUCTION INSPECTION

The Contractor shall maintain an adequate inspection system and perform all inspections to ensure that the work performed under this contract, including that of all subcontractors, is performed per the contract requirements. The Contractor shall maintain complete inspection records and shall make them available to the Southeastern Wake Adult Day Center, Inc.. All work shall be conducted under the general direction of the Contractor. As referenced in Section 13, Inspection of Work by Other Parties, all work is subject to Southeastern Wake Adult Day Center, Inc. inspection and tests at all places and at all reasonable times before final acceptance to ensure compliance with the terms of this contract. Such inspections by the Southeastern Wake Adult Day Center, Inc. are for the benefit of the Southeastern Wake Adult Day Center, Inc. and do not relieve the Contractor of its responsibility for providing adequate inspection and control measures for its work and the work of its subcontractors. Such inspections do not constitute any acceptance of the work by the Southeastern Wake Adult Day Center, Inc. unless such partial acceptance is done in writing by the Southeastern Wake Adult Day Center, Inc. and clearly indicates the scope of work that is being accepted by the Southeastern Wake Adult Day Center, Inc.

As stated in Section 16. Rejection of Work and Materials and Owner's Right to Do Work, the Contractor shall promptly replace or correct work, without charge, that is found to be in non-conformance with contract requirements unless, in the Southeastern Wake Adult Day Center, Inc.'s interest, the Southeastern Wake Adult Day Center, Inc. consents to accept the work with an appropriate adjustment in the contractor price.

The Contractor shall promptly segregate and remove any rejected work or materials from the work area. If the contractor does not promptly remove or correct defective or rejected work, the Southeastern Wake Adult Day Center, Inc. may replace or correct the work and charge the cost to the Contractor or terminate the contract for Default.

43. QUALITY CONTROL

The contractor shall develop and implement a quality control system on subject project to ensure the construction is performed per contract requirements. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product, which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The system shall also include all work performed by its subcontractors. The Contractor's project superintendent, separate quality control manager or other designated individual will be appointed by the Contractor to be responsible for the quality of work on the job site. The designated individual shall have the authority to require corrective action for work found to not be in compliance with the contract requirements. Deficiencies and non-conforming work shall be tracked until they have been corrected and found to be in compliance with requirements. Results of quality control inspections shall be documented on the daily report of construction.

44. DAILY REPORT OF CONSTRUCTION

The Contractor's appointed representative shall provide a daily report of construction for each day work is performed on the project. The report is a requirement of the contractor's inspection of construction requirement to ensure all work is performed in compliance with contract requirements. Failure to provide a complete and accurate daily report may result in payment being withheld until the Contractor satisfactorily demonstrates that the work has been inspected. The report, at a minimum, shall include items as noted below to adequately describe the work:

- a. List of Prime and any subcontractors at the site.
- b. Numerical count of personnel at the site by tradecraft or subcontractor.
- c. A list of all construction equipment on site.
- d. High and low temperatures, general weather conditions.
- e. Accidents (provide specific accident information reports).
- f. Meetings and significant decisions.
- g. Work performed by location, description and firm
- h. Quality control inspections, tests and records.
- i. Unusual events.
- j. Stoppages, delays, shortages, losses.

- k. Emergency procedures taken.
- l. Inspection results or requests of governing authorities.
- m. Changes received, implemented.
- n. Services connected, disconnected.
- o. Equipment or system tests and start-ups.
- p. Any partial or substantial completions, occupancies.
- q. Quantity measurements, weight tickets or invoices to document pay items.

The Contractor shall prepare a daily construction report, recording the information concerning events at the site and submit copies to the Designer or Owner, by noon of the following workday (electronic format is acceptable). Each daily report is to be certified/signed by the authorized Contractor representative as to the facts, accuracy and completeness of the information in the daily report.

The Contractor shall document construction on the project with weekly photographs. Photographs shall be digital with resolution equivalent to a 3-inch by 5-inch color photograph. Photos shall be submitted to the Owner digitally. Any information the Contractor wishes to describe regarding the progress photos shall be accompanied with a detailed description and date. As requested by the Owner, progress photos will be provided for each payment request submitted by the Contractor. Progress photos may also be provided with daily reports.

A copy of the Contractor's proposed daily report format is to be provided to the Designer or Owner for approval prior to construction.

45. GUARANTEE AND CORRECTION OF WORK

The Contractor shall guarantee all Work to have been accomplished in conformance with the Contract Documents. Neither the final payment application nor any provision of the Contract Documents, nor partial or entire occupancy or use of the Work by the Southeastern Wake Adult Day Center, Inc., shall constitute an acceptance of any part of the Work not done in accordance with the Contract Documents, or relieve the Contractor of liability for incomplete or faulty materials or workmanship. The Contractor shall promptly remedy any omission or defect in the Work and pay for any damage to other improvements or facilities resulting from such omission or defect which shall appear within a period as defined in the Supplemental Conditions. In the event that the Contractor should fail to make repairs, adjustments or other remedy that may be made necessary by such defects, the Southeastern Wake Adult Day Center, Inc. may do so and charge the Contractor the cost thereby incurred.

46. DRAWINGS AND SPECIFICATIONS

At the Notice of Contract Award, the Designer will furnish the Contractor an electronic disk or similar electronic file containing all technical contract documents. This file will include a complete set of drawing files and technical specification files which have all amendments incorporated. The disk will contain drawing files in CAD format and technical specifications in PDF format.

The electronic CAD files and the PDF files are being provided for the Contractor's use in printing hard copies of contract documents. In addition, native CADD files are provided in accordance with "AS-BUILT DOCUMENTS" paragraph for the Contractor's use in developing and maintaining as-built plans.

The Contractor shall:

- a. Check all drawings furnished immediately upon receipt;
- b. Compare all drawings and verify the figures before laying out the work;
- c. Promptly notify the Designer and Southeastern Wake Adult Day Center, Inc. of any discrepancies;
- d. Be responsible for any errors which might have been avoided by complying with paragraphs above;
- e. Reproduce and print contract drawings and specifications as needed;
- f. Maintain, in readable condition at the job office, one complete set of permitted working drawings and specifications for the work, including all approved shop drawings, bulletins, architect's supplemental instructions, with such drawings and specifications made available for use by the Designer and Southeastern Wake Adult Day Center, Inc.; and,

- g. Maintain at the job office, a day-to-day, "as-built" record of work-in-place that is at variance with the contract documents as required in the As-Built Drawing provision of the specification.

Omissions from the drawings or specifications or the inaccurate description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or inaccurate described details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

47. DIFFERING SITE CONDITIONS

Should the Contractor encounter subsurface or latent conditions, or both, 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 Agreement, the Contractor shall immediately, and in no event later than ten (10) days later, give notice to the Designer/Owner of such conditions before they are disturbed. The Designer and Owner 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 in the Cost of the Work 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 Designer shall be liable or responsible for additional Work, costs or changes to the Work that should have been reasonably determined from any geotechnical, soils and other reports, surveys and analyses made available for the Contractor's review or that should have been reasonably discovered by the Contractor through site observations or through the performance of its obligations pursuant to this Agreement.

48. VARIATIONS IN ESTIMATED QUANTITIES

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than fifteen (15) percent above or below the estimated quantity, an equitable adjustment in the contract price for such item shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Designer/Owner within ten (10) days from the beginning of the delay. Upon the receipt of a written request for an extension, the Designer/Owner shall ascertain the facts and, if justified, make an adjustment for extending the completion date.

49. WARRANTY OF CONSTRUCTION

The Contractor shall unconditionally warrant materials and workmanship against defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work or date of beneficial occupancy and shall replace such defective materials or workmanship without cost to the Owner.

If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date the Owner takes possession.

The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to owned or controlled real or personal property, when that damage is the result of--

- a. The Contractor's failure to conform to contract requirements; or
- b. Any defect of equipment, material, workmanship, or design furnished.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement. Refer to CSI specification sections for additional building system warranty requirements.

The Owner shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—

- a. Obtain all warranties that would be given in normal commercial practice;
- b. Require all warranties to be executed, in writing, for the benefit of the Owner,
- c. Enforce all warranties for the benefit of the Owner, if directed by the Owner.

Where items of equipment or material carry a manufacturer's warranty, or an extended warranty required by the specifications, for any period in excess of twelve (12) months, then the manufacturer's warranty or extended warranty shall apply for that 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 for defects which are 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.

50. CONTRACTOR EVALUATION

The Contractor's overall Work performance on this project shall be fairly evaluated by the Owner and the Designer . The Contractor's performance shall be used by the Southeastern Wake Adult Day Center, Inc. in the evaluation of the responsible standard of future bids for which the Contractor has submitted. In addition to the final evaluation, interim evaluations may be prepared during the progress of the project. The Owner may also request the Contractor's comments to evaluate the Designer's performance. Copies of all evaluations will be sent to the Contractor's surety.

51. CONTRACT CLOSEOUT ACTIVITIES

Contract closeout activities such as, but not limited to, providing Operation and Maintenance manuals, conducting all Owner training, providing final as-built record drawings, conducting warranty completion requirements, providing equipment warranty completion, final shop drawing submittals, removal of temporary construction facilities and final cleaning are subsidiary activities of the contract work. Separate payment will not be made for any activity unless otherwise specified. Final contract payment will not be made until completion and approval of all contract closeout activities. The following checklist should be used as a guide in completing contract closeout activities.

SPECIAL SUPPLEMENTARY CONDITIONS

INDEX TO SPECIAL SUPPLEMENTARY CONDITIONS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
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03	Emergency Contacts	SGC-3
04	Operations of Owner's Facilities	SGC-3
05	Preconstruction Photos/Video	SGC-3
06	Sanitary Facilities	SGC-3
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08	Utility Locates	SGC-4
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10	Erosion Control Maintenance and Construction Methods	SGC-4
11	Southeastern Wake Adult Day Center, Inc. Standards SGC-4	
12	Estimated Quantities	SGC-4
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14	Bulletin Board and Project Sign	SGC-5
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21	Sales Tax	SGC-8

1. PROJECT TIME & DAMAGES

The Contractor shall commence work to be performed under this agreement on a date to be specified in writing from the Southeastern Wake Adult Day Center, Inc. and shall fully complete all work hereunder within 120 Consecutive Calendar Days. For each day in excess of the contract number of days, the contractor shall pay the owner the sum in accordance with Section 2. Failure or Delay in Completing Work on Time as liquidated damages (per day) reasonably estimated and agreed upon with the signing of the contract. The liquidated damages are to cover any losses incurred by the Owner by reason of the failure of the Contractor to complete the work within the time specified, such time being the essence of this contract and a material consideration thereof.

2. FAILURE OR DELAY IN COMPLETING WORK ON TIME

Time is an essential element of the Contract, and any delay in the prosecution of the work may inconvenience the public or interfere with the daily operations of the department and demand additional time for supervision. For this reason, it is important that the work be pressed vigorously to completion. Should the Contractor fail to complete the work within the time stipulated in the contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor.

The amount of such damages for this project is \$500.00 per day. This amount is hereby agreed upon as fixed liquidated damages due the Southeastern Wake Adult Day Center, Inc. after the expiration of the time for completion specified in the Contract. The Contractor and his Surety shall be liable for liquidated damages in excess of the amount due the Contractor on the final payment.

These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Southeastern Wake Adult Day Center, Inc. due to the uncertainty and impossibility of making a determination as to the actual and consequential damages which are incurred by the Southeastern Wake Adult Day Center, Inc., and the public as a result of the failure on the part of the Contractor to complete the Work on time.

Application of Damages:

Liquidated damages shall start in accordance with the above schedule upon notification to the Contractor in writing that the apparent Contract Time has been consumed.

- a. Deduction from Partial Payments: Liquidated damages, as they accrue, will be deducted from periodic payments, such deductions shall be in addition to the retainage provided for the Contract.
- b. Deduction from Final Payment: The full amount of liquidated damages will be deducted from the final payment to the Contractor and /or his Surety.
- c. No liquidated damages charged for delay by the Southeastern Wake Adult Day Center, Inc.: In case of default of the Contract and the subsequent completion of the Work by the Southeastern Wake Adult Day Center, Inc. as hereinafter provided, the Contractor and his Surety shall be liable for the liquidated damages under the Contract, but no liquidated damages shall be chargeable for any delay in the final completion of the Work by the Southeastern Wake Adult Day Center, Inc. due to any unreasonable action, negligence, omission or delay of the Southeastern Wake Adult Day Center, Inc.. In any suit for the collection of or involving the assessment of liquidated damages, the reasonableness of the amount shall be presumed. The liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

The Contractor shall be liable for and shall pay to the Southeastern Wake Adult Day Center, Inc. the above stated amount as fixed, agreed and liquidated damages for each day beyond the designated completion date until the project is completed and accepted.

3. EMERGENCY CONTACTS

The Contractor shall provide by letter names, telephone numbers and addresses of two responsible company representatives prior to beginning work. These two representatives are to be capable and authorized to respond to emergencies, so which arise during the project, nights, holidays or week-ends. The Contractor, by submitting these person's names, certifies that at least one representative will be available for on call emergency response at all times.

4. OPERATIONS OF OWNER'S FACILITIES

The Contractor agrees that all Work done under the Contract Documents shall be carried on in such a manner so as to ensure the regular and continuous operation of the adjoining or adjacent facilities. The Contractor further agrees that the sequence of operations under the Contract Documents shall be scheduled and carried out so as to ensure said regular and continuous operation. The Contractor shall not close any areas of construction until so authorized by the Owner. The Contractor shall control his operations and those of his Subcontractors and all suppliers, to assure the least inconvenience to the public. Under all circumstances, safety shall be the most important consideration.

- (b) The Owner will occupy the site and existing building during construction except as herein noted. Cooperate with the Owner to minimize conflicts and facilitate owner usage. Perform the work so as not to interfere with the Owner's operations.
- (c) The Owner reserves the right to occupy and place and install equipment in selected construction areas prior to Substantial Completion without accepting the Work in total.

5. PRECONSTRUCTION PHOTOS/VIDEO

The Contractor shall document pre-existing conditions on the project site and submit the photos / video in electronic format. The intent of these photos / video is to document the project conditions such as the pavement and driveways; the condition of the curb & gutter; the condition of the adjoining site boundary; installed improvements and drainage; the condition of the grassing; the condition of any structures and other improvements prior to the start of construction.

The Contractor may also include any pre-existing conditions it wants brought to the attention of the Designer and Owner by including notes and time position on the index sheet. The documentation must be submitted before mobilization to the site.

6. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Southeastern Wake Adult Day Center, Inc.. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations. No separate payment will be made for providing these

7. MATERIAL TICKETS

For all work to be paid based on the basis of a material quantity, the Contractor shall turn in all material tickets from the source of supply for the purpose of payment to the Owner on a daily basis. Such tickets shall be totaled by the Contractor and included on the Contractor's daily report of construction.

8. UTILITY LOCATES

Utilities as shown on the plans are intended to represent general locations only. It shall be the responsibility of the Contractor, prior to construction, to contact appropriate utility companies and utility locates and precisely locate any utilities (both horizontally and vertically) which could be affected by the proposed construction. The Contractor shall be responsible for repair of any damage to the utilities as well as any other damage which may be caused due to the disturbance of the utilities.

If required for construction, the Contractor shall dig sample hand holes to uncover the utility. The digging of sample hand holes shall be coordinated with the Designer and Owner who assist the Contractor to determine the number and location of such holes. There is no line item to pay for such located work, this work is considered incidental to other pay items.

9. NCDOT ENCROACHMENT

On State maintained roads, the NCDOT will issue an encroachment agreement for the project. If encroachment agreement has not been issued at the time of bid opening, the Contractor will be required to incorporate all NCDOT standard encroachment requirements in the base bid for the various items in the contract. No separate payment will be made for work required in accordance with the standard encroachment agreement. Any major deviations from the approved plans and specifications required to comply with the final encroachment agreement will be identified by Addendum before bids are opened, or by change order after contract award, if required.

10. EROSION CONTROL MAINTENANCE AND CONSTRUCTION METHODS

The provisions and requirements of the erosion control permit will be in accordance with Southeastern Wake Adult Day Center, Inc. and State standards and specifications for soil erosion and sediment control. Soil erosion control measures shall be installed as described prior to any land disturbing work being done. All erosion control measures must be maintained so that they prevent soil erosion and sediment losses throughout the project, and will remain in place until the denuded areas are stabilized and the permanent seed has germinated. The entrapped sediment from all temporary measures shall be removed before 50% of the original sediment storage capacity Southeastern Wake Adult Day Center, Inc. has been depleted.

The Contractor shall schedule and conduct construction activities in a manner that will minimize soil erosion and the resulting sedimentation and turbidity of surface waters. The Contractor shall comply with the requirements herein regardless of whether or not a National Pollution Discharge Elimination System (NPDES) permit for the work is required.

Should the Contractor propose to utilize construction methods (such as temporary structures or fill in waters and/or wetlands for haul roads, work platforms, cofferdams, etc.) not specifically identified in the permit (individual, general, or nationwide) authorizing the project it shall be the Contractor's responsibility to coordinate with the Designer to determine what, if any, additional permit action is required. The Contractor shall also be responsible for initiating the request for the authorization of such construction method by the permitting agency. The request shall be submitted

through the Designer. The Contractor shall not utilize the construction method until it is approved by the permitting agency.

11. CITY OF RALEIGH STANDARDS

Any work defined to follow the City of Raleigh Standards shall follow the appropriate City of Raleigh. Specifications. These are available from the City of Raleigh website.

12. ESTIMATED QUANTITIES

Contract prices submitted by the Contractor in the Proposal shall be full compensation for all labor, materials, equipment, tools, specialties, and incidentals necessary for the Contractor to fully complete the Work as shown on the Drawings and specified in the Contract Documents to be performed under this Contract.

Estimated quantities stipulated in the Proposal or other parts of the Contract Documents are solely for the purpose of comparing the bids received for the Work and determining an initial contract price.

- a. The actual quantities of work done and materials furnished can differ from the estimated quantities shown in the Proposal.
- b. The final contract price will be based upon the final quantities of pay items incorporated into the Work adjusted by these Contract Documents.

The method of measurement and computations used in determining the quantity of the various pay items incorporated into the work will be those methods generally recognized as accepted engineering practice. Adjustments in unit price or time for variations in quantities are subject to the Contract General Provisions entitled Variations in Estimated Quantity.

Any work required for which an estimated quantity and unit price has not been provided in the Contract Documents shall be considered incidental and separate payment will not be provided.

13. TEMPORARY CONSTRUCTION FACILITIES

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor for temporary office area, the number of trailers to be used, avenues of egress to the fenced area and details of the fence installation. Temporary utility services shall also be located on the plan. Any areas which may have to be graveled to prevent the tracking of mud and location of any construction entrances shall also be identified. The Contractor shall also indicate if the use of a supplemental, material storage or other staging area is desired.

The Contractor shall, at its own expense, construct access and haul roads necessary for proper prosecution of the work under this contract. The Contractor shall provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust shall be adequate to ensure safe operation at all times.

The Contractor shall be responsible for the security of its own facilities and equipment. In addition, the contractor shall notify the appropriate law enforcement agency of any requested periodic security checks of the temporary project field office. Areas used by the Contractor for the office area and storage of equipment or material, or other use, shall be restored to the original or better condition.

14. BULLETIN BOARD AND PROJECT SIGN

The Contractor shall install, in a conspicuous location, the project bulletin board immediately upon beginning of work under this contract. The board shall provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size, for displaying the equal employment opportunity poster, any wage decision and wage rates that may be required by the contract, safety and emergency contact information and other information.

If a project sign is required, the Contractor shall furnish, erect, and maintain the project sign in the location approved by the Designer and Owner. Upon completion of work under this contract, the bulletin board and project sign shall be removed from the job site and shall remain the property of the contractor.

15. MOBILIZATION AND DEMOBILIZATION (if used based on project specifications)

The total cost bid for mobilization and de-mobilization, when a unit price is provided for in the bid proposal form, is not to exceed five (5) percent of the total contract bid. All costs for mobilization and de-mobilization shall be included in the contract unit price. There shall be no additional compensation for mobilization and no adjustments to the unit prices based on changes in the scope of work, including, but not limited to, any additions to the work on the contract. The Contractor will be paid in increments based on the status of the actual mobilization effort up to seventy-five (75) percent of the total bid cost. An amount equal to twenty-five (25) percent of the total mobilization cost shall be withheld until the completion of punch-list items and removal of all equipment and temporary construction for project demobilization is complete. the breakdown of this bid item is as follows:

Mobilization – Equal installments to reflect	-	a total of 75%
Demobilization and completion of punch list	-	a total of 25%
Total		100%

Any amount that the contractor has bid in excess of the amount noted above will be retained by the Owner and paid on the final payment estimate.

16. TRAFFIC CONTROL

Work and access may be restricted as noted in the contract. Work hours may vary depending on traffic conditions and constraints. Traffic control plans may be required as required in the contract. Notice may be required to Wake County, Southeastern Wake Adult Day Center, Inc. or NCDOT.

It is the Contractor's responsibility to provide all necessary traffic control and signage and provide for maintenance of traffic for the work associated with this project. The cost for this work is to be included in the bid item included in the contract or in the existing unit prices or contract amount if no bid item is included. Traffic control shall be provided in accordance with the current edition of the Manual of Uniform Traffic Control Devices and appropriate Southeastern Wake Adult Day Center, Inc. and NCDOT requirements.

17. MAINTENANCE OF AS-BUILT RECORD DRAWINGS

Absent of a more specific contract requirement elsewhere in the Contract Documents, the contractor shall maintain and mark-up a reproducible set of prints at the project site to show as-built conditions. This set of prints shall become the record drawings and shall be kept current and available for review by the Designer and Owner at all times. All changes from the contract drawings which are made in the work, or additional information which might be uncovered during the construction, including uncharted utilities, shall be accurately and neatly recorded as they occur by means of details and notes to the drawings. All changes and/or required additions to the preliminary

record drawings shall be clearly identified in a contrasting color and which is compatible with reproduction of the preliminary record drawings.

The record drawings shall be updated by no less frequently than weekly during the construction. Measurements shall be shown for all change of direction points and all surface or underground components such as valves, manholes, drop inlets, cleanouts, meter, etc. The general depth range of each underground utility line shall be shown or installation detail referenced (i.e., 3 to 4 feet in depth). The description of exterior utilities includes the actual quantity, size, and material of utility lines. Any request for information and / or Designer instructions that depict revisions to the record drawings shall be identified.

The correct grade or alignment of roads, structures or utilities if any changes were made from contract drawings shall be noted. Correct elevations, if changes were made in site grading, shall be noted. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor, including but not limited to fabrication, erection, installation plans and shop drawings shall be noted. The location and dimensions of any changes within the building or structure shall be noted.

As a condition of each payment request, the Contractor and Designer shall verify that as built drawing conditions are being maintained. If the Contractor fails to maintain the as-built drawings as required herein, the Owner may deduct an amount representing the estimated monthly cost of maintaining the as-built drawings from the monthly progress payment.

18. RECORD DRAWINGS FOR SUBSTANTIAL COMPLETION

The Contractor shall provide a marked-up copy of the currently maintained set of record drawings to the Designer for review prior to scheduling the substantial completion inspection. The Designer shall verify that the submitted drawings provide sufficient information for the Owner to adequately operate and maintain the project until the final approved set of as built drawings are provided. If acceptable, at the time of the substantial completion inspection, the Contractor shall deliver a copy of these record drawing for the Owner's use until the final approved as-built record drawings are provided.

19. FINAL CLEANING

Final cleaning of the premises shall be left broom clean. Stains, foreign substances, and temporary labels shall be removed from surfaces. carpet and soft surfaces shall be vacuumed. equipment and fixtures shall be cleaned to a sanitary condition. Filters of operating equipment shall be replaced. Debris shall be removed from roofs, drainage systems, gutters, and downspouts. Paved areas shall be swept and landscaped areas shall be raked clean. The site shall have waste, surplus materials, and rubbish removed. The project area shall have temporary structures, barricades, project signs, and construction facilities removed. A list of any uncompleted clean-up items shall be submitted on the day of final inspection.

20. SUBMISSION OF OPERATIONS AND MAINTENANCE DATA

Absent of a more specific contract requirement elsewhere in the Contract Documents, the contractor shall submit Operation and Maintenance (O&M) Data specifically applicable to this contract. The Contractor shall provide a complete and concise depiction of the provided equipment, product, or system. Organize and present information in sufficient detail to clearly explain O&M requirements at the system, equipment, component, and subassembly level. Include an index preceding each submittal.

The format of the O&M Data shall general follow the following outline and include sufficient information to adequately depict the information:

- a. Safety Precautions of the Equipment
- b. Normal Operation Procedures
- c. Emergency Operations procedures.
- d. Environmental conditions specific for the equipment
- e. Required lubrication data
- f. Preventive maintenance plan and schedule for the equipment
- g. Troubleshooting guides and diagnostic techniques to be used
- h. Wiring diagrams and control diagrams
- i. Maintenance and repair procedures
- j. Removal and replacement instructions
- k. Spare parts and source of supply list
- l. Completed warranty information
- m. Testing equipment and special tools required shall be provided
- n. Installing contractor information.

The Contractor O&M data shall include a list that includes the name, address, and telephone number of the general contractor and each subcontractor who installed the product or equipment, or system. For each item, also provide the name address and telephone number of the manufacturer's representative and service organization most convenient to the project site. Adequate training shall be provided to the Owner to properly operate and maintain the equipment. O&M Data shall be available to the Owner for reference during the training.

21. SALES TAX

North Carolina Sales Tax and Use Tax and Local Option Sales and Use Tax do apply to materials entering into Municipal Work (N.C. Sales and Use Tax Regulations No. 42 & 57, Paragraph A), and such costs shall be included in the bid proposal and contract sum.

The procedures for reporting sales taxes paid by the contractor are as follows:

- a. It shall be the general contractor's responsibility to furnish the owner documentary evidence showing the materials used and sales tax paid by the general contractor and each of his sub-contractors and where paid. Any county sales tax included in the contractor's statements must be shown separately from the state sales tax. If more than one county is shown, each county shall be listed separately.
- b. The documentary evidence shall consist of a certified statement, by the general contractor and each of his subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes by each county paid each vendor. The certified statement must show the invoice number (s) covered and inclusive dates of such invoices. State sales tax shall be listed separately from county sales tax. If more than one county is shown, each county shall be listed separately.
- c. Materials used from general contractor's or sub-contractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
- d. The general contractor shall not be required to certify the sub-contractor's statements.
- e. The documentary evidence to be furnished to owners eligible for sales or use tax refunds covers sales and or use taxes paid on building materials used by contractors and sub-contractors in the performance of contract with churches, orphanages, hospitals not operated for profit and other charitable or religious institutions or organizations not operated for profit and, incorporated cities, towns, and counties in this State. The

documentary evidence is to be submitted to the above-named institutions, organizations and governmental units to be included in claims for refunds to be prepared and submitted by them to obtain refunds provided by G. S. 105-164.14 (2) and (3) of the 1961 Statute and is to include the purchases of building materials, supplies, fixtures and equipment which become a part of or annex to buildings, or structures being erected, altered or repaired under contract with such institutions, organizations, or governmental units.

- f. The contractor is advised that all requests for payment, partial or final, for work completed under this contract must include a sales tax report submitted in accordance with the procedures outlined above.

PROCEDURE FOR REPORTING NORTH CAROLINA SALES TAX EXPENDITURES ON SOUTHEASTERN WAKE ADULT DAY CENTER, INC. CONTRACTS

1. The following procedure in handling the North Carolina Sales Tax is applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the owner may recover the amount of the tax permitted under the law.
2.
 - (a) It shall be the general contractor's responsibility to furnish the owner documentary evidence showing the materials used and sales tax paid by the general contractor and each of his subcontractors. Any county sales tax included in the contractor's statements must be shown separately from the state sales tax. If more than one county is shown, each county shall be listed separately.
 - (b) The documentary evidence shall consist of a certified statement, by the general contractor and each of his subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes by each county paid each vendor. The certified statement must show the invoice number (s) covered and inclusive dates of such invoices. State sales tax shall be listed separately from county sales tax. If more than one county is shown, each county shall be listed separately.
 - (c) Materials used from general contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
 - (d) The general contractor shall not be required to certify the subcontractor's statements.
 - (e) The documentary evidence to be furnished to owners eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by contractors and subcontractors in the performance of contracts with churches, orphanages, hospitals not for profit, educational institutions not operated for profit and other charitable or religious institutions or organizations not operated for profit and incorporated cities, towns and counties in this State. The documentary evidence is to be submitted to the above-named institutions, organizations and governmental units to be included in claims for refunds to be prepared and submitted by them to obtain refunds provided by G.S. 105-164.14 and is to include the purchase of building materials, supplies, fixtures and equipment which become a part of or annexed to buildings or structures being erected, altered or repaired under contracts with such institutions, organizations or governmental units.
3. The contractor or contractors to whom an award is made on this project will be required to follow the procedure outlined above.
4. The contractor is advised that all requests for payment, partial or final, for work completed under this contract must include a sales tax report submitted in accordance with the procedures outlined above.

(Paid During This Estimate Period)

Project Location:

Period Ending:

TOTALS

County, North Carolina _____

(Official Seal) My commission expires:

My commission expires: _____



MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM (MWBE)

CONTRACTOR BID AND REPORTING INSTRUCTIONS (PROJECTS \$30,000 - \$299,999)

Bidders are required to include the following MWBE forms within the bid documents as instructed below:

Use of Certified MWBE Business Form

Pg. 1-5

Note: The additional requirements beyond identification of MWBE participants on page 2 through page 4 are NOT applicable to bids \$30,000 - \$299,999.

Bidder is required to read and sign the following:

Acknowledgement of MWBE Policy (pg. 5)

Identification of Certified MWBE Participation Form

Pg. 6

Bidder is required to list all MWBE business sub-contractors

Lekesha R. Shaw
MWBE Program Manager
lekesha.shaw@raleighnc.gov
919-996-6958

Maria A. Torres MWBE
Coordinator
maria.a.torres@raleighnc.gov
919-996-4271

Pam Adderley MWBE
Coordinator
pam.adderley@raleighnc.gov
919-996-5716

INFORMATION FOR BIDDERS REGARDING COMPLIANCE WITH THE CITY OF RALEIGH'S MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM

Policy

In accordance with North Carolina law, the City of Raleigh encourages and provides an equal opportunity for Certified Minority and Women-Owned Business Enterprises (MWBE) to participate in all aspects of the City's contracting and procurement programs.¹ The prime contractor or a first-tier subcontractor on a construction manager at risk (CMAR) project (collectively, "Bidder") shall be required to identify participation of MWBE businesses in its proposal, and document how that participation will be achieved. Bidders are subject to the City's MWBE subcontracting requirements (including good faith efforts as applicable), regardless if a Bidder is itself a Certified MWBE.²

The City has an aspirational goal of 15% of the total contract amount to be performed by MWBE businesses in contracts awarded by the City for: (i) construction and building projects of \$300,000 or more; and (ii) construction and building projects of \$100,000 or more that have any state funding.

Definitions

Certified Minority Business (MWBE)

A business which:

- a. At least fifty-one percent (51%) is owned by one or more Minority Persons or Socially and Economically Disadvantaged Individuals; or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more Minority Persons or Socially and Economically Disadvantaged Individuals;
- b. The management and daily business operations are controlled by one or more Minority Persons or Socially and Economically Disadvantaged Individuals; and
- c. Is certified in one of the MWBE categories as defined by the NC Department of Administration/Historically Underutilized Business (HUB) and the NC Department of Transportation/Disadvantaged Business Enterprise (DBE).

Minority Person

A person who is a citizen or lawful permanent resident of the United States and who is:

- a. Black, that is, a person having origins in any of the black racial groups in Africa;
- b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
- c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia, Asia, the Indian subcontinent, or the Pacific Islands;
- d. American Indian, that is, a person having origins in any of the original peoples of North America; or
- e. Non-minority Female.

Socially and Economically Disadvantaged Individual

Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.³

¹ See, N.C.G.S. §§ 143-128.2, 143-128.4, 143-129, and 143-131.

² See, City of Raleigh SOP 505-2.

³ See, 15 U.S.C. 637.

Bidder Responsibilities

Bidders agree to comply with all the terms and conditions of the City of Raleigh's Minority and Women-Owned Business Enterprise (MWBE) Program. Bidders must use good faith efforts (if applicable) to meet participation goals through the award of subcontracts to certified MWBE businesses consistent with City policy and North Carolina law.

Pre-Bid Opening

The City's Solicitation Documents include forms that: (a) capture information about MWBEs and any other subcontractors or suppliers that a Bidder intends to use on a contract ("Identification of MWBE Participation") and (b) affidavits to be completed by the Bidder.

Identification of MWBE Participation

The "Identification of MWBE Participation" must be completed by the Bidder on the City's form and submitted with its bid. If the project work is to be self-performed by the Bidder, the Bidder must so designate by checking the appropriate box on the form. For all Bidders which will not be self-performing the project work, the "Identification of MWBE Participation" form must be completed in its entirety. The Bidder must list on the City's form all MWBE businesses which will be construction subcontractors, vendors, or suppliers (collectively, "Subcontractors") on the project, and the total dollar value of its bid that will be performed by MWBEs. The failure to complete the "Identification of MWBE Participation" form in its entirety, or the failure to submit a completed "Identification of MWBE Participation" form with its bid, will render the bid non-responsive and the Bidder's bid will not be considered for award. The City will only credit MWBE participation for those Subcontractors listed on the "Identification of MWBE Participation" form.

Affidavit A: Listing of Good Faith Efforts

If the Bidder intends to subcontract any portion of the project work on a contract, an Affidavit A must be properly executed and submitted with its bid, listing the good faith efforts the Bidder made to achieve MWBE subcontracting goals for the contract prior to submitting its bid. The Affidavit A must be completed using the City's form. A minimum of fifty (50) good faith efforts points is required, the failure to achieve at least 50 points is grounds for rejection of a bid.

Affidavit B: Intent to Perform Contract with Own Workforce

In lieu of an Affidavit A, a Bidder that intends to perform 100% of the project work on a contract with its own current workforce may submit an Affidavit B with its bid. In submitting an Affidavit B, a Bidder certifies that the Bidder does not customarily subcontract elements of this type of project, and normally performs, has the capability to perform, and will perform all elements of the project work on the contract with its own current workforce. The Affidavit B must be completed using the City's form.

The failure to submit a properly executed Affidavit A or Affidavit B with a bid will render the bid non-responsive and the bid will not be considered for award.

Bid Opening

At the project bid opening, the total MWBE participation for each bid will be recorded. Upon being named the apparent low bidder, the Bidder must comply with the following:

- a. If the Bidder submitted an Affidavit B with its bid indicating its intent to perform 100% of the project work on the contract with its own current workforce, then the Bidder is not required to resubmit its Affidavit B or to submit any additional affidavits (i.e., Affidavit C or Affidavit D). The City, in its discretion, may request that the Bidder submit additional information or documentation, including, but not limited to, information relating to the Bidder's subcontracting history and its ability to perform all elements of the project work on the contract with its own current workforce.

- b. If the Bidder submitted an Affidavit A with its bid and the amount of MWBE participation as a percentage of the total contract price meets or exceeds the applicable goal, then the Bidder must submit to the City an Affidavit C within three (3) business days after being notified by City Staff that it is the apparent low bidder. The Bidder must complete the Affidavit C in its entirety using the City's form.
- c. If the Bidder submitted an Affidavit A with its bid and the amount of MWBE participation as a percentage of the total contract price does not meet the applicable goal, then the Bidder must submit an Affidavit D to the City within three (3) business days after being notified by City Staff that it is the apparent low bidder. The Bidder must complete Affidavit D in its entirety on the City's form. In conjunction with the Affidavit D, the Bidder must include supplemental documentation of the good faith efforts made to meet the applicable goal. The City, in its discretion, may request that the Bidder submit additional information or documentation, including, but not limited to, information or documentation relating to any good faith efforts claimed by the Bidder, and completion of the City's Good Faith Negotiation Form and Solicitation Form. Good faith efforts can be demonstrated using, among other factors, the following:
 - i. Attending pre-solicitation or pre-bid meetings that are scheduled by the City to inform MWBE firms of contracting, subcontracting, and supply opportunities.
 - ii. Advertising in general circulation, trade association, or minority-focus media concerning subcontracting opportunities.
 - iii. Providing written notice, to a reasonable number of specific MWBE firms that their interest in the contract is being solicited, at least 10 days before bids are due, to allow MWBE firms time to participate.
 - iv. Following up initial solicitation of interest by contacting MWBE firms to determine with certainty whether the MWBE firms are interested.
 - v. Identifying and selecting portions of the work to be performed by MWBE firms in order to increase the likelihood of MWBE participation (including where appropriate, breaking down contracts into economically feasible units to facilitate MWBE participation).
 - vi. Providing interested MWBE firms with equal access to plans, specifications, and requirements of the contract.
 - vii. Negotiating fairly with interested MWBE firms, not rejecting MWBE firms as unqualified without sound reasons based on a thorough investigation of their capabilities.
 - viii. Using the services of the City's MWBE office; available minority community organizations; minority contractors' groups; local, state, and federal minority business offices; and other organizations that provide assistance in the recruitment and placement of MWBE firms.
 - ix. Assisting interested MWBE firms 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.
 - x. Assisting interested MWBE firms in obtaining bonding, insurance, or providing alternatives to bonding or insurance for Subcontractors.
 - xi. Negotiating joint venture and partnership arrangements with minority businesses to increase the opportunities for minority participation when possible.
 - xii. Provide for quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.

For each unmet MWBE participation goal, for which an Affidavit D is submitted, a Bidder must earn at least fifty (50) good faith efforts points. The failure to achieve at least fifty (50) points is grounds for rejection of a bid. All actions necessary to earn good faith efforts points must occur prior to bid opening. In determining whether a Bidder has made good faith efforts, the City will evaluate the efforts made by the Bidder and will determine compliance with regard to quantity, intensity, and results of these efforts prior to recommendation of award.

Post-Award

Payment

For purposes of this section the word "Contractor" means both the prime contractor and the CMAR for CMAR projects. The Contractor must submit a completed Payment Affidavit - Subcontractor / Supplier Utilization Form with each payment application, including periodic payments and final payment. Payment applications will not be processed by the City until a completed Payment Affidavit – Subcontractor/ Supplier Utilization Form is submitted. Within seven (7) days of receipt by the Contractor of a periodic or final payment from the City, the Contractor must pay each first-tier Subcontractor based on work completed or services provided under each subcontract. If the Contractor has made a quick pay commitment with any MWBE Subcontractor, they must comply with the provisions of their quick pay commitment.

Changing a Certified MWBE Subcontractor

If the situation arises that it becomes necessary to terminate, replace, or reduce the work of a MWBE Subcontractor counted toward a committed MWBE subcontracting goal, the Contractor must submit a completed Request to Change MWBE Subcontractor form to the applicable department project manager and the City's MWBE Program Manager. Any change in the work of a MWBE Subcontractor, including its termination and/or replacement, must first be approved by the City based upon good cause shown. Any further explanation or detail to the City in addition to what is identified in the Request to Change MWBE Subcontractor form must be on company letterhead. Good faith efforts shall apply to the selection of any substitute Subcontractor.

ACKNOWLEDGMENT OF MWBE POLICY

The City's policy is to encourage bidders in the participation of MWBE businesses. A presentation of that policy has been made at the pre-bid or pre-proposal conference. By submission of a bid or proposal in response to this solicitation, the Bidder acknowledges consents to all the terms and conditions of the City of Raleigh Minority and Women-Owned Business Enterprise (MWBE) Policy. A copy of the policy may be provided upon request by the MWBE Program Office or online at www.raleighnc.gov.

Bidder recognizes that the City of Raleigh encourages and provides equal opportunity for MWBE businesses to participate in all aspects of the City's contracting and procurement. The City's MWBE participation aspirational goal is at least fifteen percent (15%) of the total contract amount to MWBEs on construction projects of \$300,000 or more and building related contracts of \$100,000 or more that include any State funding. The Bidder on the subject Contract/Proposal must document good faith efforts to provide meaningful participation by MWBEs in the performance of the Contract. Bidder agrees that the City may reject a bid for MWBE Policy violations, including but not limited to, providing inaccurate information or for failure to provide required MWBE documentation.

The Prime Contractor will be required to identify participation of MWBE businesses and how that participation will be achieved. Bidder must identify anticipated subcontractors, including any Minority & Women-Owned Businesses, intended to be used. Bidder further agrees, if awarded a Contract, it will, upon request, submit to the City, the proper affidavit identifying the workforce actually utilized on the Contract. All MWBE related bid documents have been provided to the Bidder. MWBE information provided by the Bidder is subject to the NC Public Records Act. Bidder acknowledges that the City must be notified of any change of subcontractors, suppliers, or subconsultants.

To the extent permitted by North Carolina law, the Bidder, their agents, officials, contractors, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract/Proposal. The Bidder further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated herein for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of the Contract/Proposal.

I have read and understand the City of Raleigh's MWBE policy.

Signature

Printed Name and Title

Company

Date

Federal Contract Provisions and Requirements

1. [Access to Records and Record Retainage](#)
2. [Age Discrimination Act of 1975](#)
3. [Americans with Disabilities Act of 1990](#)
4. [Byrd Anti-Lobbying Amendment](#)
5. [Civil Rights Act of 1964 – Title VI](#)
6. [Civil Rights Act of 1968](#)
7. [Clean Water Act](#)
8. [Conflict of Interest Provisions](#)
9. [Contract Work Hours and Safety Standards](#)
10. [Copeland “Anti-Kickback” Act](#)
11. [Davis-Bacon Act](#)
12. [Debarment and Suspension](#)
13. [Domestic Procurement Preference](#)
14. [Drug-Free Workplace Regulations](#)
15. [Education Amendments of 1972](#)
16. [Energy Policy and Conservation Act](#)
17. [Environmental reviews/assessments](#)
18. [Equal Employment Opportunity](#)
19. [Fly America Act of 1974](#)
20. [Hotel and Motel Fire Safety Act of 1990](#)
21. [Limited English Proficiency](#)
22. [Patents and Intellectual Property Rights](#)
23. [Procurement of Recovered Materials](#)
24. [Rehabilitation Act of 1973](#)
25. [Remedies](#)
26. [Rights to Inventions Made Under a Contract or Agreement](#)
27. [Telecommunications Huawei / ZTE Ban](#)
28. [Termination](#)
29. [Terrorist Financing](#)
30. [Trafficking Victims Protection Act of 2000](#)
31. [Universal Identifier and System of Award \(SAM\)](#)
32. [USA Patriot Act of 2001](#)
33. [Whistleblower Protection Act](#)

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by City of Raleigh, in addition to contract clauses required by North

Carolina law and other applicable federal regulations specific to a federal award, must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

1. **Access to Records and Record Retainage.** In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The City of Raleigh, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.
2. **Age Discrimination Act of 1975.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
3. **Americans with Disabilities Act of 1990.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).
4. **Byrd Anti-Lobbying Amendment.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
5. **Civil Rights Act of 1964 – Title VI.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
6. **Civil Rights Act of 1968.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the Civil Rights Act of 1968, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

7. **Clean Air Act and Federal Water Pollution Control Act (Clean Water Act).** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
8. **Conflict of Interest Provisions.** Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.
9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** [Where applicable] All contracts awarded by the City in excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Copeland "Anti-Kickback" Act.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The City must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The City must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public

Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to the Federal awarding agency.

12. **Debarment and Suspension.** All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
13. **Domestic Procurement Preference.** As appropriate and to the extent consistent with law, the City of Raleigh’s Supplier should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products).” For purposes of this clause, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
14. **Drug-Free Workplace Regulations.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.
15. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
16. **Energy Policy and Conservation Act.** All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
17. **Environmental reviews/assessments.** When required by Federal program legislation, awarded contractors must conduct and complete federally approved process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental assessment (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.
18. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part,

1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. **Fly America Act of 1974.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
20. **Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.
21. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
22. **Patents and Intellectual Property Rights.** Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
23. **Procurement of Recovered Materials.** All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
24. **Rehabilitation Act of 1973.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
25. **Remedies.** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$250,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
26. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the City in any resulting invention in accordance with 37 CFR part 401,

"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

27. **Telecommunications Huawei / ZTE Ban.** 2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.
28. **Termination.** All contracts shall contain suitable provisions for termination by the City, including how termination shall be affected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor. All contracts in excess of \$10,000 must address termination for cause and for convenience by the City, including the manner by which it will be given legal effect, and the basis for settlement. See [2 CFR Appendix II to Part 200\(B\)](#).
29. **Terrorist Financing.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.
30. **Trafficking Victims Protection Act of 2000.** All suppliers, contractors, subcontractors, consultants, and sub- consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.
31. **Universal Identifier and System of Award Management (SAM).** All suppliers, contractors, subcontractors, consultants, and sub- consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.
32. **USA Patriot Act of 2001.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
33. **Whistleblower Protection Act.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.