

121-043024DD

N102/N105 Service Drive Paving Project

ROWAN-CABARRUS COMMUNITY COLLEGE
North Campus
1333 Jake Alexander Blvd, S.
Salisbury, NC 28146

Addendum # 1

DATE: May 10, 2024

NOTICE TO BIDDERS

1. This addendum serves to clarify, revise, and add information in the original Notice to Bid posted April 30, 2024.
2. Bids shall be submitted via email no later than 1:00 pm on Tuesday, May 21, 2024 to ronda.holland@rccc.edu. Bids will be opened and read on a ZOOM meeting. ZOOM information is included with additional information in the following attached document.

Technical Specifications
For
Rowan-Cabarrus Community College
North Campus Building N102 & N105 Parking
Lot Repaving



PREPARED BY



Waller & Associates, PC

Site Development - Infrastructure – Planners -

7-L DUNDAS CIRCLE
GREENSBORO, NC 27407
PHONE: (336) 697-2637

PREPARED FOR

ROWAN-CABARRUS COMMUNITY COLLEGE
1333 JAKE ALEXANDER BLVD. SOUTH
SALISBURY, NC 28146

MAY 10th, 2024

JCW PROJECT NUMBER: 22-043-274

BIDDING DOCUMENTS

**Rowan-Cabarrus Community College
North Campus
N102 & N105 Parking Lot Repaving**

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BID SUBMISSION and VIRTUAL BID OPENING PROCEDURES

BID SUBMISSION INSTRUCTIONS

Sealed bids for the Rowan-Cabarrus Community College, **North Campus Buildings N102/N105 Service Drive Paving Project** will be received electronically, in a single Adobe PDF formatted document only, via an email sent to ronda.holland@rccc.edu until, but no later than **1:00 pm**, local prevailing time, **May 21, 2024** and then publicly opened and read immediately thereafter via ZOOM. Bidders are encouraged to view the bid opening in real time via a ZOOM link that follows. The e-mail subject line should reference **Bidder Name and IFB # 121-043024DD** in the subject line of the email. Upon receipt of your bid, a confirming e-mail response will be sent. Bidders are responsible for ensuring the electronic bids are received before the bid opening time. Delays in transmission, delivery, and/or receipt of your Bid to the intended recipient and/or delivery of the bids to the incorrect address and received after the bid opening time will be disqualified and not publicly opened and read.

The single Adobe PDF formatted document should contain the following items in the following order:

- 1) Bid/Acceptance Form
- 2) MWBE Forms* **Failure to submit one of these documents is grounds for rejection of the bid.**
 - a. Identification of HUB Certified/Minority Business Participation
 - b. Affidavit A (Listing good faith efforts) or Affidavit B (Self-performance of work)
- 3) Bid Bond

Bidders shall be Contractors licensed in North Carolina, with Owner approved Sub-Contractors as required. The **Contractor** shall be **Prime Contractor**, and the bid shall contain all work required to ensure a complete and satisfactory installation as designed.

BID OPENING ZOOM LINK

Join Zoom Meeting

<https://rccc-edu.zoom.us/j/93195039347>

Meeting ID: 931 9503 9347

One tap mobile

+13052241968,,93195039347# US

+13092053325,,93195039347# US

Dial by your location

• +1 305 224 1968 US

• +1 309 205 3325 US

- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 669 900 9128 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US

Meeting ID: 931 9503 9347

Find your local number: <https://rccc-edu.zoom.us/j/adB6FUIDqW> Join by SIP

- 93195039347@zoomcrc.com Join by H.323
- 162.255.37.11 (US West)
- 162.255.36.11 (US East)
- 149.137.68.253 (Mexico)
- 69.174.57.160 (Canada Toronto)
- 65.39.152.160 (Canada Vancouver) Meeting ID: 931 9503 9347

BID/ACCEPTANCE FORM

for

Rowan-Cabarrus Community College
North Campus Building N102 & N105 Parking Lot Repaving
JCW PROJECT #22-043-274

The work generally consists of parking lot pavement, curb and gutter removal, and replacement. In addition to the pavement replacement, the work scope also includes modification to storm drainage structures.

We are in receipt of Addendum _____ 1 _____ 2 _____ 3 _____ 4

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with the Board of Trustees of Rowan-Cabarrus Community College for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the Board of Trustees of Rowan-Cabarrus Community College and JC Waller & Associates, PC for the sum of:

BASE BID: _____ **Dollars \$** _____

Unit Prices

Unit Price	Description	Unit Price
1	Asphalt Pavement	\$_____/SY
2	2'-6" Curb and Gutter	\$_____/LF
3	Asphalt Demo	\$_____/SY
4	Pavement Striping	\$_____/LF
5	Undercut and dispose of unsuitable soil off-site and replace with off-site suitable soil	\$_____/CY
6	Rock excavation and replacement with suitable soil	\$_____/CY

Unit Price Allowances

Allowances	Description	Qty.	Unit Price	Total Price
1	Undercut and dispose unsuitable soil and replace with suitable soil	2,000 CY	\$_____/CY	\$
2	NC DOT No. 57 Stone	10 CY	\$_____/CY	\$
3	Woven Geotextile Fabric	100 SY	\$_____/SY	\$
4	Rock excavation and replacement with suitable soil	10 CY	\$_____/CY	\$

Respectively submitted this _____ day of _____ 20____

(Contractor's Name)

Federal ID#: _____

By: _____

Witness: _____

Title: _____

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

(Proprietorship or Partnership)

Address: _____

Attest: *(corporation)*

Email Address: _____

(Corporate Seal)

By: _____ License #: _____

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

SUPPLEMENTARY TERMS **AND** **CONDITIONS FOR THE CONTRACT**

CONSTRUCTION SCHEDULE:

The contractor shall provide the owner with a project schedule identifying the scope of work and the anticipated start and end dates. The contractor shall properly staff/coordinate the project in a manner that has minimal impact on the faculty/students. The owner reserves the right to delay the anticipated construction activities planned to minimize disruption to the classes.

UTILITIES

The contractor shall be responsible for providing and paying for all temporary site utilities. The contractor shall be responsible for providing restroom facilities on-site. **THE USE OF THE RESTROOM FACILITIES WITHIN BUILDINGS (COLLEGE FACILITIES) SHALL NOT BE PERMITTED.**

SECURITY

The contractor is responsible for the security and protection of all materials and equipment stored at Rowan-Cabarrus Community College.

USE OF SITE

Working hours are from 7:00am to 7:00pm Monday-Friday. Additional work hours and days may be permitted at the discretion of the Rowan-Cabarrus Community College.

NO SMOKING POLICY

No smoking or tobacco use will be permitted on the owner's property.

PERFORMANCE AND PAYMENT BONDS

Contractor shall furnish a Performance Bond and Payment Bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications (Forms 307 & 308). An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds.

Forms

Contractor shall furnish an accurately filled out and up-to-date W-9 form within a week of receiving notification that they are the lowest responsive bidder

MINORITY BUSINESS PARTICIPATION

The owner has established a ten percent (10%) goal for participation by minority business in total value of work for this project.

The contractor shall include with his bid a completed Identification of HUB Certified/Minority Business Participation form. Contractor shall submit completed Appendix E MBE Documentation for Contract Payments form with final payment request.

CODES, PERMITS, AND INSPECTIONS

Contractor shall complete and submit the Rowan County Building Inspections Department Permit Application for securing the building permit.

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

In accordance with G.S. 143-128.2 (effective January 1, 2002) these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on State construction projects in the amount of \$300,000 or more. The legislation provides that the State shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for each project for which a contract or contracts are awarded. These requirements are published to accomplish that end.

SECTION A: INTENT

It is the intent of these guidelines that the State of North Carolina, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

SECTION B: DEFINITIONS

1. Minority - 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 and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female
2. Minority Business - means a business:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, 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; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637. "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".
4. Public Entity - means State and all public subdivisions and local governmental units.
5. Owner - The State of North Carolina, through the Agency/Institution named in the contract.
6. Designer - Any person, firm, partnership, or corporation, which has contracted with the State of North Carolina to perform architectural or engineering, work.
7. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

8. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
9. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the State of North Carolina to perform construction work or repair.
10. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

SECTION C: RESPONSIBILITIES

1. Office for Historically Underutilized Businesses, Department of Administration (hereinafter referred to as HUB Office).

The HUB Office has established a program, which allows interested persons or businesses qualifying as a minority business under G.S. 143-128.2, to obtain certification in the State of North Carolina procurement system. The information provided by the minority businesses will be used by the HUB Office to:

- a. Identify those areas of work for which there are minority businesses, as requested.
- b. Make available to interested parties a list of prospective minority business contractors and subcontractors.
- c. Assist in the determination of technical assistance needed by minority business contractors.

In addition to being responsible for the certification/verification of minority businesses that want to participate in the State construction program, the HUB Office will:

- (1) Maintain a current list of minority businesses. The list shall include the areas of work in which each minority business is interested.
- (2) Inform minority businesses on how to identify and obtain contracting and subcontracting opportunities through the State Construction Office and other public entities.
- (3) Inform minority businesses of the contracting and subcontracting process for public construction building projects.
- (4) Work with the North Carolina trade and professional organizations to improve the ability of minority businesses to compete in the State construction projects.
- (5) The HUB Office also oversees the minority business program by:
 - a. Monitoring compliance with the program requirements.
 - b. Assisting in the implementation of training and technical assistance programs.
 - c. Identifying and implementing outreach efforts to increase the utilization of minority businesses.
 - d. Reporting the results of minority business utilization to the Secretary of the Department of Administration, the Governor, and the General Assembly.

2. State Construction Office

The State Construction Office will be responsible for the following:

- a. Furnish to the HUB Office a minimum of twenty-one days prior to the bid opening the following:
 - (1) Project description and location;
 - (2) Locations where bidding documents may be reviewed;
 - (3) Name of a representative of the owner who can be contacted during the advertising period to advise who the prospective bidders are;
 - (4) Date, time and location of the bid opening.
 - (5) Date, time and location of prebid conference, if scheduled.
- b. Attending scheduled prebid conference, if necessary, to clarify requirements of the general statutes regarding minority-business participation, including the bidders' responsibilities.

- c. Reviewing the apparent low bidders' statutory compliance with the requirements listed in the proposal, that must be complied with, if the bid is to be considered as responsive, prior to award of contracts. The State reserves the right to reject any or all bids and to waive informalities.
- d. Reviewing of minority business requirements at Preconstruction conference.
- e. Monitoring of contractors' compliance with minority business requirements in the contract documents during construction.
- f. Provide statistical data and required reports to the HUB Office.
- g. Resolve any protest and disputes arising after implementation of the plan, in conjunction with the HUB Office.

3. Owner

Before awarding a contract, owner shall do the following:

- a. Develop and implement a minority business participation outreach plan to identify minority businesses that can perform public building projects and to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and non-minority businesses.
- b. Attend the scheduled prebid conference.
- c. At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from the public entity for public construction or repair work and minority businesses that otherwise indicated to the Office for Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
 - 1. A description of the work for which the bid is being solicited.
 - 2. The date, time, and location where bids are to be submitted.
 - 3. The name of the individual within the owner's organization who will be available to answer questions about the project.
 - 4. Where bid documents may be reviewed.
 - 5. Any special requirements that may exist.
- d. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.
- e. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- f. Review, jointly with the designer, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award to the State Construction Office.
- g. Evaluate documentation to determine good faith effort has been achieved for minority business utilization prior to recommendation of award to State Construction Office.
- h. Review prime contractors' pay applications for compliance with minority business utilization commitments prior to payment.
- i. Make documentation showing evidence of implementation of Owner's responsibilities available for review by State Construction Office and HUB Office, upon request

4. Designer

Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:

- a. Attend the scheduled prebid conference to explain minority business requirements to the prospective bidders.
- b. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
- c. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- d. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with

corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.

- e. During construction phase of the project, review “MBE Documentation for Contract Payment” – (Appendix E) for compliance with minority business utilization commitments. Submit Appendix E form with monthly pay applications to the owner and forward copies to the State Construction Office.
- f. Make documentation showing evidence of implementation of Designer’s responsibilities available for review by State Construction Office and HUB Office, upon request.

5. Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, construction manager at risk and alternative contracting methods, contractor(s) will:

- a. Attend the scheduled prebid conference.
- b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
- c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification will include the following:
 - (1) A description of the work for which the subbid is being solicited.
 - (2) The date, time and location where subbids are to be submitted.
 - (3) The name of the individual within the company who will be available to answer questions about the project.
 - (4) Where bid documents may be reviewed.
 - (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

If there are more than three (3) minority businesses in the general locality of the project who offer similar contracting or subcontracting services in the specific trade, the contractor(s) shall notify three (3), but may contact more, if the contractor(s) so desires.

- d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
- e. Identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).
- f. Make documentation showing evidence of implementation of PM, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by State Construction Office and HUB Office, upon request.
- g. Upon being named the apparent low bidder, the Bidder shall provide one of the following: (1) an affidavit (Affidavit C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
- h. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values. The schedule of values shall be provided as required in Article 31 of the General Conditions of the Contract to facilitate payments to the subcontractors.
- i. The contractor(s) shall submit with each monthly pay request(s) and final payment(s), “MBE Documentation for Contract Payment” – (Appendix E), for designer’s review.
- j. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the owner, State Construction Office, and the Director of the HUB Office in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.

- k. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit subbids from minority businesses.
- l. It is the intent of these requirements apply to all contractors performing as prime contractor and first tier subcontractor under construction manager at risk on state projects.

6. **Minority Business Responsibilities**

While minority businesses are not required to become certified in order to participate in the State construction projects, it is recommended that they become certified and should take advantage of the appropriate technical assistance that is made available. In addition, minority businesses who are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

SECTION 4: DISPUTE PROCEDURES

It is the policy of this state that disputes that involves a person's rights, duties or privileges, should be settled through informal procedures. To that end, minority business disputes arising under these guidelines should be resolved as governed under G.S. 143-128(g).

SECTION 5: These guidelines shall apply upon promulgation on state construction projects. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: www.nc-sco.com

SECTION 6: In addition to these guidelines, there will be issued with each construction bid package provisions for contractual compliance providing minority business participation in the state construction program.

MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

APPLICATION:

The **Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts** are hereby made a part of these contract documents. These guidelines shall apply to all contractors regardless of ownership. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: <http://www.nc-sco.com>

MINORITY BUSINESS SUBCONTRACT GOALS:

The goals for participation by minority firms as subcontractors on this project have been set at 10%.

The bidder must identify on its bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts or affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).

The lowest responsible, responsive bidder must provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

OR

Provide Affidavit D, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, **with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.**

OR

Provide Affidavit B, which includes sufficient information for the State to determine that the bidder does not customarily subcontract work on this type project.

The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.

MINIMUM COMPLIANCE REQUIREMENTS:

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the State for performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business Guidelines shall constitute a breach of the contract. A finding by the State that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the State whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the State will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Good Faith Efforts include:

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

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

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

Date: _____ Approved/Certified By: _____

Name

Title

Signature

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT

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

County of _____

(Name of Bidder)

Affidavit of _____

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

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

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

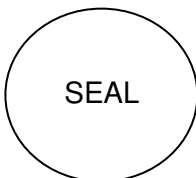
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

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

County of _____

Affidavit of _____
(Name of Bidder)

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

Rowan-Cabarrus Community College North Campus Building N102 & N105 Parking Lot Repaving
contract.

(Name of Project)

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

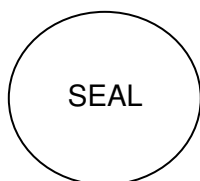
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

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

County of _____

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

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

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

Rowan-Cabarrus Community College North Campus Building N102 & N105 Parking Lot Repaving
(Project Name)

Project ID# _____ Amount of Bid \$ _____

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

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

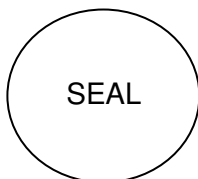
*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

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

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

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

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

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

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

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

Rowan-Cabarrus Community College North Campus Building N102 & N105 Parking Lot Repaving
(Project Name)

Project ID# _____ Amount of Bid \$ _____

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

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

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

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

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

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

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

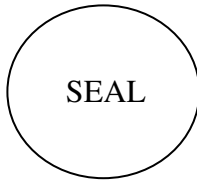
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

as

principal, and _____, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto the Rowan-Cabarrus Community College as obligee, in the penal sum of _____ DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this ____ day of ____ 20__

WHEREAS, the said principal is herewith submitting proposal for Rowan-Cabarrus Community College North Campus N102 & N105 Parking Lot Repaving Project

and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

FORM OF PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project _____
Rowan-Cabarrus Community College North Campus N102 & N105 Parking Lot
Repaving

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

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

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

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

Executed in _____ counterparts.

Witness:

Contractor: (Trade or Corporate Name)

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

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

(Corporate Seal)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

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

By: _____

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

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

(Surety Corporate Seal)

FORM OF PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project Rowan-Cabarrus Community College North Campus Building N102 & N105
Parking Lot Repaving

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

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

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

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

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

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

(Corporate Seal)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

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

Contractor: (Trade or Corporate Name)

By: _____

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

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

(Surety Corporate Seal)

Sheet for Attaching Power of Attorney

Sheet for Attaching Insurance Certificate

Contract # _____

Project # _____



**FORM OF CONTRACT
INFORMAL CONSTRUCTION PROJECT
For
Project Name**

THIS INFORMAL CONSTRUCTION CONTRACT, made this _____ day of _____, 2023, by and between the **Rowan-Cabarrus Community College**, a body corporate existing under the laws of the State of North Carolina, hereinafter referred to as the "OWNER" and _____ hereinafter referred to as the "CONTRACTOR", for the mutual consideration of the covenants herein contained agree as follows:

WITNESSETH:

Article I: SCOPE OF SERVICES:

Section 1.01 The scope of services for this Rowan-Cabarrus Community College North Campus N102 & N105 Parking Lot Repaving project will be as further defined in the Appendix A – List of Contract Documents.

Article II: TERMS AND CONDITIONS:

Section 2.01 Terms and Conditions of this contract are addressed in Appendix B – Terms and Conditions for the Contract.

Article III: PERIOD OF THE WORK:

Section 3.01 The work will be completed within 45 days from the date given in a Notice to Proceed.

Article IV: COST OF THE WORK:

Section 4.01 The contract amount is:

**Dollars and No Cents
(\$0.00)**

Section 4.02 This contract amount includes estimates of all associated costs, taxes and fees.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature, OWNER and CONTRACTOR, duly authorized to execute same.

Signature Page Follows:

Contract # _____ - INFORMAL CONSTRUCTION CONTRACT for
_____(Cont.)

V 2.0

Page 1 of 23

Initials ____/____

College Finance and Business Services Representative: _____

Company Name
Company Address
Company Address

WITNESS (CONTRACTOR):

For Company:

Signature

Signature Date

Name (Type or Print)

Name (Type or Print)

Title

Rowan-Cabarrus Community College
1333 S. Jake Alexander Blvd.
Salisbury, NC 28146

WITNESS (OWNER):

For Rowan-Cabarrus Community College:

Signature

Signature Date

Name (Type or Print)

Name (Type or Print)

Title

Contract # _____ - INFORMAL CONSTRUCTION CONTRACT for
_____(Cont.)

APPENDIX A

LIST OF CONTRACT DOCUMENTS

- 1. DRAWINGS**
- 2. SPECIFICATIONS**
- 3. OTHER DOCUMENTS**

APPENDIX B

TERMS AND CONDITIONS FOR THE CONTRACT

1. GENERAL

- 1.1.** It is understood and agreed that by submitting a bid that the CONTRACTOR has examined these contract documents, drawings and specifications, and has visited the site of the Work, and have satisfied themselves that they fully understand the Work to be performed.
- 1.2.** The North Carolina General Contract Terms and Conditions are incorporated into this contract by reference.

2. STATUTORY PROVISIONS

- 2.1.** As required by NC General Statute §143-48.5 (Session Law 2013-418), the CONTRACTOR certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.
- 2.2.** As provided in NC General Statute §147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State.
- 2.3.** In accordance with the provisions of NC General Statute §133-3, Substitution of materials, items, or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids. Proposed substitutions submitted after this time will be considered only as potential change order.
- 2.4.** In accordance with Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register), and revisions thereto as adopted by General Statutes of North Carolina §95126 through 155, the CONTRACTOR shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating occupational safety and health.
- 2.5.** In accordance with NC General Statute §143-135.3. should a claim for extra compensation by the CONTRACTOR be denied by the DESIGNER or the OWNER, the CONTRACTOR may submit a verified written claim to the Director of the Office of State Construction of the Department of Administration for the amount the contractor claims is due. The claim shall be submitted within 60 days after the contractor receives a final statement of the board's disposition of his claim and shall state the factual basis for the claim. The Director shall investigate a submitted claim within 90 days of receiving the claim, or within any longer time period upon which the Director and the contractor agree, and shall give the contractor a written statement of the Director's decision. Within six months of receipt of the Director of the Office of State Construction of the Department of Administration final decision, institute a civil action for the sum claimed in the superior court of any county where the work under the contract was performed.
- 2.6.** As provided in NC General Statute §143 134.1., payment due the CONTRACTOR, minus allowable retention, will be made expeditiously by the OWNER, unless there is unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the OWNER or reasonable evidence that a third-party claim will be filed, Further any retention held from monies due to the CONTRACTOR.

- 2.7. In accordance with N.C. Gen. Stat. §1-50(a)(5)(a), the Contractor shall correct any defective or unsafe condition of an improvement to real property identified within six years from the later of the specific last act or omission or substantial completion.

3. DEFINITIONS

- 3.1. **OWNER** is the individual, agency, corporation or other legally recognized entity or the officers, directors, or employee of any of them, which engages the services of the CONTRACTOR.
- 3.2. **CONTRACTOR** shall mean the entity that will provide the services of this contract for the OWNER. They will be referred to as if each were of the singular individual although it is acknowledged that this may include their authorized representatives.
- 3.3. **DESIGNER** is the Architect, Engineer, or individual responsible for preparing the project plans and specifications. They will be referred to as if each were of the singular individual although it is acknowledged that this may include their authorized representatives. Where the design for the project is developed in-house by the OWNER's staff, the OWNER and the DESIGNER may be one and the same.
- 3.4. **CONTRACT DOCUMENTS:** This Contract represents the entire and integrated agreement between the OWNER and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. Contract Documents consist of the Notice to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawings and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the bid; the contract, change orders; the Notice to Proceed; the Certificate of Substantial Completion; the payment and performance bonds if applicable; and insurance certificates. This Agreement may be amended only by written consent upon agreement and approval of both parties.
- 3.5. **WORK:** Work means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the CONTRACTOR to fulfill the CONTRACTOR's obligations.
- 3.6. **CONTRACT SUM:** The Contract Sum is the total amount payable by the OWNER to the CONTRACTOR for the Performance of the Work under the Contract Documents. This amount may be adjusted by written change upon agreement and approval of both parties.
- 3.7. **CONTRACT TIME:** The Contract Time identified in the Contract Documents captures all parties best estimate, at the time the contract is negotiated, of time to accomplish the identified scope of work. To the extent that the CONTRACTOR subsequently determines a more expeditious means of performing the work, while meeting all the project constraints, benefit of time will accrue to the OWNER. Schedule float shall belong to the OWNER.
- 3.8. **NOTICE TO PROCEED:** Letter from the OWNER to a CONTRACTOR stating the date the contractor can begin the Work subject to the conditions of the contract. The performance time of the contract starts from the NTP date. Notice to Proceed will clearly state the starting date, the anticipated completion date (start date plus the period of the work), the billing date for progress payments, the Point of Contact information for OWNER, DESIGNER, and CONTRACTOR.
- 3.9. **SUBSTANTIAL COMPLETION:** Substantial Completion is the stage of the Project where the progress of the Work is sufficiently complete so the OWNER can occupy and utilize the Work for its intended use.

4. INTENT:

- 4.1.** The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.
- 4.2.** In such cases where the nature of the work requires clarification by the DESIGNER / OWNER, the DESIGNER / OWNER shall furnish such clarification. Clarifications and drawings shall be in writing or drawing format, and be consistent with the intent of the Contract Documents, of which they shall become a part thereof.

5. OWNER

5.1. EMPLOYEES:

- 5.1.1.** The OWNER shall designate an OWNER's Representative authorized to act on the College's behalf, who shall:

5.1.1.1. Advance all commitments and approvals to the appropriate level of authority within the College.

5.1.1.2. Be the single point of contact for administrative issues associated with the Project.

5.1.1.3. Observe the procedure of issuing instruction to CONTRACTOR only through the DESIGNER.

5.1.1.4. Examine documents submitted by the CONTRACTOR, and provide written review and approval and authorization in a timely manner.

5.1.1.5. Attend periodic jobsite and other meetings scheduled by the CONTRACTOR.

5.1.1.6. In accordance with State Statute, ensure that the CONTRACTOR is fairly reimbursed, in a timely manner, under the provisions of this Contract for execution of the identified Work.

- 5.1.2.** The OWNER shall endeavor to keep un-authorized Faculty, Staff and Students out of the delineated lines of demarcation for the Project, and shall enforce strict discipline and good order among the OWNER's employees and other persons attending College and visiting the associated Campus.

- 5.2. HAZARDOUS MATERIALS:** The OWNER shall provide testing necessary to identify hazardous materials and pollutants, and shall provide test results to the CONTRACTOR, and be responsible for the remediation in accordance with the governing laws, if required.

- 5.3. OWNER PERFORMED WORK:** The OWNER reserves the right to perform construction or operations related to the Project with the OWNER's own forces, and award separate contracts in connection with other portions of the Project.

- 5.4.** The CONTRACTOR shall coordinate and cooperate with the OWNER's forces and separate CONTRACTORS employed by the OWNER.

5.5. NON-CONFORMING WORK: The OWNER may address nonconforming work of the CONTRACTOR as follows:

5.5.1. The OWNER shall notify the DESIGNER of any work the Owners Representatives believe to be non-conforming to the Contract Documents, and good construction practices. The DESIGNER shall review the said work, and, if in agreement, develop and transmit a Field Report identifying the non-conformance and directing its correction.

5.5.2. If the CONTRACTOR is made aware of nonconforming work, and fails to correct Work which is not in accordance with the Contract Documents, the OWNER, through the DESIGNER may direct the CONTRACTOR in writing to stop the Work until the correction is made. Resulting impact to the Project Schedule will not result in adjustment to Contract Time, and the CONTRACTOR shall bear full responsibility for any associated delay.

5.5.3. If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a seven-day (7) period after receipt of written notice from the OWNER to commence and continue correction of such default or neglect with diligence and promptness, the OWNER may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the CONTRACTOR.

6. CONTRACTOR

6.1. EMPLOYEES:

6.1.1. The CONTRACTOR shall designate the following Representative or Representatives authorized to act in their behalf:

6.1.1.1. A Project Manager, who is knowledgeable and experienced in the administration of construction projects, shall be assigned to the Project for its duration, and who shall be authorized to represent the CONTRACTOR in all contractual and administrative matters.

6.1.1.2. A Superintendent, who is knowledgeable and experienced in the supervision of construction projects, shall be assigned to the Project for its duration, and who shall direct the work at the site, and have primary quality assurance and safety responsibilities for the Project.

6.1.1.3. A Safety Manager, who is qualified and knowledgeable in OSHA's and NC OSH's requirements for Construction, shall be assigned to the Project for its duration, and who shall make and record periodic safety inspections of the work site.

6.1.2. The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's employees and other persons carrying out the Contract Work.

6.1.3. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in the tasks assigned to them.

6.1.4. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct or attire of any workman of the various crafts is 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 grounds.

6.1.5. The CONTRACTOR shall maintain qualified personnel and effective supervision at the site

at all times during the project, and exercise the appropriate quality control program to ensure compliance with the Contract Documents, Project Schedule, and other pertinent directives. The DESIGNER is responsible for determining compliance with the drawings and specifications.

6.2. REVIEW OF THE CONTACT DOCUMENT AND FIELD CONDITIONS BY CONTRACTOR.

6.2.1. Execution of the Contract by the CONTRACTOR is a representation that the CONTRACTOR has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with the requirements of the Contract Documents.

6.2.2. The CONTRACTOR shall carefully study and compare the Contract Documents with each other and with information furnished by the OWNER and DESIGNER. Before commencing activities, the CONTRACTOR shall (1) take Field Measurements and verify field conditions; (2) carefully compare this and other information known to the CONTRACTOR with the Contract Document; and (3) promptly report errors, inconsistencies or omissions discovered to the DESIGNER.

6.2.3. Prior to commencing work the CONTRACTOR shall document the existing condition of all areas which might reasonably be impacted by the Work and activities associated with the Work.

6.2.4. If CONTRACTOR believes that a deficient condition exists, CONTRACTOR shall notify Designer who shall notify the OWNER and begin investigation, and, if deemed necessary, issue designs to correct said condition. If OWNER fails to authorize such investigation or correction after due notification, the OWNER is responsible for all risks associated with this condition, and CONTRACTOR shall not be responsible for the existing condition nor any resulting damages to persons or property. The CONTRACTOR shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

6.3. QUALIFIED TO PERFORM THE WORK

6.3.1. The CONTRACTOR certifies that they are experienced in the construction of projects of similar size, scope, and complexity, and that they, and their subcontractors, and vendors, are knowledgeable in the manufacture, installation, and commissioning of the materials and systems incorporated into the Work.

6.3.2. The CONTRACTOR certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any State or Federal agency or department.

6.3.3. The CONTRACTOR certifies that they, and their subcontractors, and vendors, appropriately licensed to perform the Work.

6.3.4. The CONTRACTOR must agree to register under North Carolina's Statewide E-Procurement system within two (2) business days of the execution of this contract. By signature, the CONTRACTOR acknowledges acceptance of all terms and conditions, including those related to e-procurement. General information on the e-procurement service can be found at: <http://eprocurement.nc.gov/>. A purchase order will be issued by the OWNER to the CONTRACTOR after contract execution through e-procurement. The contract document will be attached to the electronic purchase order sent through the e-procurement system. Any fees associated with e-procurement will be the responsibility of the CONTRACTOR and payable to the State. Transaction fees of 1.75% of the total dollar

amount for any goods (excluding sales taxes) will be assessed to each purchase order issued through the Statewide E-Procurement System. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the CONTRACTOR for the services rendered under this contract. The CONTRACTOR will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the CONTRACTOR. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the CONTRACTOR's failure to perform or comply with specifications or requirement of the contract.

6.4. CONTRACTOR'S CONSTRUCTION SCHEDULE: The CONTRACTOR, promptly after being awarded the Contract, shall prepare and submit for the OWNER and DESIGNER's information a CONTRACTOR's Construction Schedule for the Work in the form of a Gantt Chart with start date, end date, and duration in calendar days for the overall project as well as for each individual significant construction activity. The critical path shall be clearly identified.

6.4.1. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

6.4.2. The CONTRACTOR shall commence the Work on a date to be specified in a written Notice to Proceed from the DESIGNER and shall fully complete all work hereunder within the time of completion stated. Time is of the essence and the CONTRACTOR acknowledges the OWNER will likely suffer financial damage for failure to complete the work within the time of completion. To compensate for the unspecified financial damage incurred by the Owner, the CONTRACTOR(s) shall pay the OWNER 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.

6.4.2.1. Liquidated Damages: Two hundred, Fifty dollars (\$250.00) per day

6.4.3. If the CONTRACTOR is delayed at any time in the progress of the work by any act or negligence of the OWNER, their employees or their separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the CONTRACTOR's control or by other causes deemed justifiable by OWNER, then the contract time may be reasonably extended in a written order from the OWNER upon written request from the CONTRACTOR within ten (10) days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the OWNER do not entitle the CONTRACTOR to compensable damages for delays. Any CONTRACTOR claim for compensable damages for delays is limited to delays caused solely by the OWNER or its agents.

6.5. SUBMITTALS: The CONTRACTOR shall promptly review, approve in writing and submit the DESIGNER shop drawings, product data, samples, and similar submittals required by the contract documents. Shop drawings, product data, samples, and similar submittals are not contract documents.

6.5.1. The CONTRACTOR promptly after being awarded the Contract, shall prepare and submit, for the OWNER, and the DESIGNER's information, a Submittal Schedule identifying all contract required shop drawings, product data, samples and similar submittals and the dates upon which they will be submitted for review. A minimum number of copies as specified by the owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the DESIGNER/OWNER. Failure to provide

submittal data for review on equipment listed in the technical specifications will result in removal of equipment by the Contractor at their expense if the equipment is not in compliance with the specifications.

6.5.2. Material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered prior to the receipt of bids or by the date specified in the pre bid conference, when submitted to the DESIGNER with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order. Submittals for proposed substitutions shall include the following information:

6.5.2.1. Name, address, and telephone number of manufacturer and supplier as appropriate.

6.5.2.2. Trade name, model or catalog designation.

6.5.2.3. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.

6.5.2.4. Detailed comparison with specified products including performance capabilities, warranties, and test results.

6.5.2.5. Detailed proposal of the benefit to the OWNER of the proposed substitution, including cost reduction, schedule reduction, etc.

6.5.2.6. Other pertinent data including data requested by the Designer to confirm product equality.

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

6.5.2.8. Proposed changes to the specified material, product, or equipment submitted after the bid date will be considered only as a potential value engineering change order.

6.6. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE: The CONTRACTOR shall maintain, in readable condition at the job site one complete set of working drawings and specifications for the work including all shop drawings. Such drawings and specifications shall be available for use by the OWNER, DESIGNER and/or their authorized representative.

6.6.1. The CONTRACTOR shall maintain at the job site, a day to day record of work in place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the CONTRACTOR as the "As-Built" Construction Record Documents,

6.6.2. The CONTRACTOR shall annotate and maintain a set of the project specifications to identify selections made from the list of approved manufacturers and equipment, and all approved substitutions. The annotated specification will be submitted to the DESIGNER for inclusion in the "As-Built" Construction Record Documents.

6.6.3. The CONTRACTOR shall submit the marked up project drawings and annotated specifications to the DESIGNER upon project completion and no later than 30 days after acceptance of the project .

6.6.3.1. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes."

6.6.3.2. The "As-built" marked-up construction drawings and specifications must be reviewed and approved by the DESIGNER before the final pay request can be processed.

6.7. SUPERVISION AND CONSTRUCTION PROCEDURES: The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for and have control over the construction means, methods, techniques, sequences and procedures, and for coordination all portions of the Work.

6.7.1. The CONTRACTOR shall be responsible for due care of OWNER's buildings, property, and equipment, within the area of work as well as in the vicinity of the work.

6.7.2. The CONTRACTOR shall establish a "Jobsite Office or Work Station" from which the Superintendent will be administer and coordinate the Work. As a minimum, this "office" will house a full, updated set of the Contract Documents; the Contractor's Site Specific Safety Plan, required OSHA postings, and safety postings and signs; contractor key staff contact information; sign in logs; appropriate fire extinguishers and other safety equipment; and a mail drop.

6.7.3. The CONTRACTOR shall cooperate with the DESIGNER and the OWNER in coordinating construction activities, including those activities of employees of the College and of other contractors performing work on behalf of the Owner.

6.8. MATERIALS AND EQUIPMENT The CONTRACTOR shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of the Work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

6.8.1. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications. Upon notice, the CONTRACTOR shall furnish evidence as to quality of materials.

6.8.2. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the CONTRACTOR may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the CONTRACTOR has the option of using any product and manufacturer combination listed. However, the CONTRACTOR shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the DESIGNER for approval or disapproval; the DESIGNER prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the OWNER and the DESIGNER and OWNER approves. The DESIGNER is the judge of equality for proposed substitution of products, materials or equipment.

6.9. USE AND CONTROL OF THE SITE: The CONTRACTOR shall confine operations at the site to

areas permitted by law, ordinance, permits, the Contract Documents and the OWNER.

6.9.1. The CONTRACTOR shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. Patching and fitting new materials within or adjacent to existing materials shall be done with such care they the two shall appear seamless.

6.9.2. Cleaning Up: The CONTRACTOR shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site periodically and when directed to do so by the OWNER. Before final inspection and acceptance of the project, the CONTRACTOR shall thoroughly clean the site, and completely prepare the project and site for use by the OWNER.

6.9.3. At the end of construction, the CONTRACTOR shall oversee and implement the restoration of the construction site, and any adjacent areas impacted by the work, to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements which shall be repaired, cleaned or otherwise restored to their original state.

6.9.4. The CONTRACTOR shall be responsible for securing the site, and monitoring access to the site. Only authorized individuals will be allowed on the site, and any unauthorized individuals discovered on the site will be directed to leave the by a Contractors Representative.

6.10. CORRECTION OF WORK: The CONTRACTOR shall promptly correct Work rejected by the DESIGNER as failing to conform to the requirements of the Contract Documents. The CONTRACTOR shall bear the costs of correcting such rejected Work, including the cost of uncovering, replacement and additional testing.

6.10.1. In addition to the CONTRACTOR's other obligations including warranties under the Contract, the CONTRACTOR shall, for a period of one year after Substantial Completion, correct work not confirming the requirement of the Contract Documents.

6.10.2. Nonconforming Work of the CONTRACTOR may be addressed as indicated in section 4.4 of these Terms and Conditions.

6.11. CODES, PERMITS, FEES AND NOTICES: The CONTRACTOR shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, they shall promptly notify the DESIGNER in writing. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the OWNER, they shall bear all cost arising there from.

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

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

6.11.3. The CONTRACTOR shall seek out all inspections made necessary by the Authority having Jurisdiction over the work.

6.12. TESTS AND INSPECTIONS: At the appropriate times, the CONTRACTOR shall arrange and bear costs of tests, inspections and approval of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

6.12.1. If the DESIGNER requires additional testing due to concerns with the quality of work or materials, the CONTRACTOR shall have those tests performed and bear all associated costs.

6.12.2. The OWNER shall bear the cost of test, inspections, or approvals that do not become requirements until after the Contract is executed.

6.13. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY: The CONTRACTOR(s) shall be responsible for implementing and maintaining a safety program which covers the entire area of the Work, and provide all the necessary protections, as required by laws or ordinances governing such conditions and as required by the OWNER or DESIGNER, and by laws or ordinances governing such conditions. This safety program shall be in effect throughout the progress of the Work.

6.13.1. The CONTRACTOR shall comply with the College's Construction Safety Guidelines, which may be found on the College's Website at <https://www.rccc.edu/environservices/college-construction-safety-guidelines//>

6.13.2. The CONTRACTOR will exhibit due care to protect existing finishes, appurtenances, property and equipment which may be located within the lines of demarcation of the project, and in adjoining areas influenced the work of the project, but for which the CONTRACTOR may not actually be performing any work.

6.13.3. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the DESIGNER and OWNER.

6.13.4. The CONTRACTOR shall protect all trees and shrubs designated to remain in the vicinity of the operations.

6.13.5. The CONTRACTOR shall ensure all materials, stored, moving through, and installed on the project are reasonably protected from damage by the activities on the campus regardless of whether those activities are part of the Work of this contract.

6.13.6. The CONTRACTOR shall provide necessary safety measures for protecting all persons in the vicinity of the Work. CONTRACTOR shall post warning signs, erect barricades, construct temporary protections, and provide, when necessary, individuals whose task it is to segregate the work area from other activities of the College. CONTRACTOR will affect other communications that warn of the work in the vicinity, and inform the public of the Work to minimize interaction between public and construction activities.

6.13.7. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the CONTRACTOR is hereby authorized to act at their own discretion, without further authorization from anyone, to prevent such threatened injury or damage. CONTRACTOR shall notify the DESIGNER and OWNER within 4 hours of any such event. Any compensation claimed by the CONTRACTOR on account of such action shall be determined as provided for under 6.16.3.

6.13.8. CONTRACTOR shall be responsible for any damage resulting from the accomplishment of the WORK to the OWNER's property or of that of others, by the CONTRACTOR, their personnel, or their subcontractors, and shall make good such damages. They shall be

responsible for and pay for any damages caused to the OWNER and made against the OWNER arising from such damages. This shall include correcting damage caused to adjacent properties, which shall include but not be limited to, flooding, mud, sand, stone, debris, and discharging of waste products.

6.14. TAXES: CONTRACTOR shall include in their bid, and in all subsequent changes and adjustments to contract price, all applicable Federal, State, and local taxes. Accounting Procedures for County Sales & Use Tax shall include:

6.14.1. In accordance with NC Department of Revenue guidelines CONTRACTORS, shall provide in certified form, the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The CONTRACTOR should also be notified that the certified statement may be subject to audit.

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

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

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

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

6.14.6. Similar certified statements by their subcontractors must be obtained by the general CONTRACTOR and furnished to the claimant.

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

6.15. SUBCONTRACTS AND SUBCONTRACTORS: The CONTRACTOR is and remains fully responsible for their own acts or omissions as well as those of any subcontractor or of any employee of either.

6.15.1. The CONTRACTOR agrees that no contractual relationship exists between the subcontractor and the OWNER in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the CONTRACTOR.

6.15.2. The CONTRACTOR, as soon as practicable after award of the Contract, shall furnish in writing to the OWNER through the DESIGNER, the names of subcontractors or suppliers for each portion of the Work. The CONTRACTOR shall not contract with any subcontractor or supplier to whom the OWNER or DESIGNER have made a timely and reasonable objection. The OWNER reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

6.15.3. The CONTRACTOR agrees that the terms of these Contract Documents shall apply equally to each Subcontractor as to the CONTRACTOR, and the CONTRACTOR agrees to take such action as may be necessary to bind each Subcontractor to these terms. The CONTRACTOR further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships.

6.16. CHANGES IN WORK AND CLAIMS FOR EXTRA COSTS: The OWNER, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing as a Change Order to the Contract.

6.16.1. The DESIGNER shall have the authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the OWNER and CONTRACTOR. The CONTRACTOR shall carry out such orders promptly.

6.16.2. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment upon claim by either party made within thirty (30) days after the condition has been identified.

6.16.3. In the event of emergency endangering life or property, the CONTRACTOR may be directed to proceed on a time and material basis whereupon the CONTRACTOR shall proceed and keep accurately on such form as specified by the DESIGNER or OWNER, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either 6.16.5.1 or 6.16.5.1 or both.

6.16.4. Change Orders will be initiated by a Change Order Request from the CONTRACTOR to the OWNER. This request shall include a detailed description of the change, a detailed accounting of the costs associated, including a break-out of all subcontractor costs. All costs will also be broken out into Material, Labor, and Fees. Changes to the Contract Time will only be considered for changes which affect the critical path of the project, as shown by Project's Gantt Chart Schedule, and must also be addressed in the Change Order Request. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

6.16.5. In determining the values of changes, either additive or deductive, CONTRACTOR is restricted to the use of the following methods.

6.16.5.1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the CONTRACTOR, DESIGNER, and OWNER, the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph 6.16.5.2. herein. If neither party elects to proceed under 6.16.5.2. then unit prices shall apply.

6.16.5.2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.

6.16.6. Under Paragraph 6.16.3. and Methods 6.16.5.1. above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), their subcontractors(1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of their 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. Under Method 6.16.5.1., no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method 6.16.5.2. and Paragraph 6.16.3. above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.

6.16.7. The term "actual cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:

6.16.7.1. The actual costs of materials and supplies incorporated or consumed as part of the work; The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.

6.16.7.2. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;

6.16.7.3. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;

6.16.7.4. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.

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

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

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

6.16.9. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.

6.16.10. If, during the progress of the work, the OWNER requests a change order and the CONTRACTOR's terms are unacceptable, the OWNER, may require the CONTRACTOR to perform such work on a time and material basis whereupon the CONTRACTOR shall proceed and keep accurately on such form as specified by the DESIGNER or OWNER, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per Paragraph 6.16.6.. above and "net cost" and "cost" per Paragraph 6.16.7. above.

Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

6.17. GUARANTEE AND WARRANTY:

6.17.1. The CONTRACTOR shall unconditionally guarantee materials and workmanship against defects, following the final acceptance of the work as identified below:

6.17.1.1. A patent defect is one arising from faulty materials, faulty workmanship or negligence that is detectable at final acceptance, even if not seen by the people carrying out that inspection. The CONTRACTOR shall correct, or cause to be corrected patent defects identified within twelve months of final acceptance.

6.17.1.2. Latent defect, one arising from faulty materials, faulty workmanship or negligence which is hidden or not readily apparent at the time of final acceptance. The CONTRACTOR shall correct, or cause to be corrected latent defects identified within a period of six years following substantial completion.

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

6.18. DEFAULT: If the CONTRACTOR fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the CONTRACTOR shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, then the CONTRACTOR shall be in Default of this Contract.

6.18.1. The OWNER may give notice in writing, sent by certified mail, return receipt requested, to the CONTRACTOR and their surety (if applicable) of such delay, neglect or default, specifying the same, and if the CONTRACTOR within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the OWNER shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified.

6.18.2. In the event the CONTRACTOR, or the surety (if applicable) shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the OWNER in writing, sent by certified mail, return receipt requested, that they are taking the same over and stating that they will diligently pursue and complete the same, the OWNER shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as may be required for the completion of said contract in an acceptable manner.

6.18.3. All costs and charges incurred by the OWNER, together with the costs of completing the

work under contract, shall be deducted from any monies due or which may become due said CONTRACTOR and surety (if applicable). In case the expense so incurred by the OWNER shall be less than the sum which would have been payable under the contract, if it had been completed by said CONTRACTOR, then the said CONTRACTOR and surety (if applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the CONTRACTOR and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

6.19. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate CONTRACTOR'S services and work at OWNER'S convenience, after notification to the CONTRACTOR in writing via certified mail. Upon receipt of such notice, CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

6.19.1. Upon such termination, CONTRACTOR shall be entitled to payment only as follows:

6.19.1.1. The actual cost of the work completed in conformity with this Agreement; plus;

6.19.1.2. Such other costs actually incurred by CONTRACTOR as approved by OWNER; plus;

6.19.1.3. Ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit, minus;

6.19.1.4. The amount of any payments made to CONTRACTOR prior to the date of the termination of this Agreement.

6.19.1.5. Contractor shall not be entitled to any claim or claim of lien against OWNER for any additional compensation or damages in the event of such termination and payment.

6.20. INDEMNIFICATION: To the fullest extent permitted by the law, the CONTRACTOR shall indemnify and hold harmless the OWNER, DESIGNER, Design consultants and agents, and employees of any of them against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by negligent acts or omissions of the CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the party indemnified hereunder.

6.21. INSURANCE AND BONDS

6.21.1. The CONTRACTOR shall not commence work until they have obtained all insurance required, and same to the OWNER for approval. The CONTRACTOR shall not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.

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

6.21.1.2. Public Liability and Property Damage Insurance: The CONTRACTOR shall provide and maintain during the life of this contract such Public Liability and Property Damage

Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the CONTRACTOR himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

6.21.1.3. Bodily Injury in the amount of \$500,000 per occurrence

6.21.1.3.1. Property Damage in the amount of \$100,000 per occurrence/\$300,000

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

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

6.21.1.6. General Insurance Requirements:

6.21.1.6.1. Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage or eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the OWNER of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

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

6.21.1.6.3. The CONTRACTOR shall furnish the OWNER with satisfactory proof of carriage of the insurance required before written approval is granted by the OWNER to commence work.

6.21.2. PERFORMANCE AND PAYMENT BONDS: CONTRACTOR shall furnish a Performance Bond and a Payment Bond executed by a surety company authorized to do business in North Carolina. Each bond shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications (Forms 307 & 308). An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds.

6.22. REQUEST FOR PAYMENTS AND COMPLETION

6.22.1. The CONTRACTOR warrants that title to all Work covered by an Application for Payment will pass on to the OWNER no later than the time of payment. The CONTRACTOR further warrants that upon submittal of an Application for Payment, all work for which Certificates for payment have been previously issued and payments received from the OWNER shall, to

the best of the CONTRACTOR's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the OWNER's interests.

6.22.1.1. Each Application for Payment will include CONTRACTOR's Affidavit stating "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full and the Work is free and clear of liens, claims, security interests or other encumbrances adverse to the OWNER's interests."

6.22.1.2. The CONTRACTOR shall promptly pay each subcontractor and supplier, upon receipt of payment from the OWNER, an amount determined in accordance with the terms of the applicable subcontracts or purchase orders.

6.22.1.3. The OWNER shall have no responsibility for payments to a subcontractor or supplier of the CONTRACTOR.

6.22.1.4. A certificate of Payment, a progress payment, or partial or entire use or occupancy of the Project by the OWNER shall not constitute acceptance of the Work not in accordance with the requirements of the Contract Documents.

6.22.2. PROGRESS PAYMENTS: The CONTRACTOR may submit an Application for Payment monthly, covering work performed, or projected to be performed prior to a billing date established in the Notice to Proceed. At least 10 days before the date established for each progress payment, the CONTRACTOR shall submit to the DESIGNER an itemized Application for Payment for Work completed in accordance with the values stated in the Contract. Such Application shall be supported by data substantiating the CONTRACTOR's right to payment as the OWNER or DESIGNER may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the OWNER, payment may similarly be made for materials and equipment stored and protected from damage, off the site at a location agreed upon in writing. The CONTRACTOR shall receive payment within thirty (30) consecutive days after DESIGNER/OWNER'S approval of each pay request. Payment will only be made for work performed as determined by the DESIGNER/OWNER.

6.22.3. RETAINAGE: Retainage shall be withheld for any project over \$100,000.00 and shall not exceed 5% at any time. The same terms apply to CONTRACTOR and subcontractors alike

6.22.4. SUBSTANTIAL COMPLETION: When the Work or designated portion thereof is substantially complete the OWNER and DESIGNER will make an inspection to determine whether the Work is substantially complete. When the OWNER and DESIGNER agree that the work is substantially complete the DESIGNER shall complete a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities for the OWNER and CONTRACTOR, and shall fix the time within which the CONTRACTOR shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

6.22.5. FINAL COMPLETION AND FINAL PAYMENT: Upon receipt of a final Application for Payment, the OWNER will inspect the Work. When the OWNER finds the Work acceptable and the Contract fully performed, final payment shall be promptly made.

6.22.5.1. Final payment shall not become due until the CONTRACTOR submits to the DESIGNER releases and waivers of liens, and data establishing payment or

satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

6.22.5.2. Acceptance of final payment by the CONTRACTOR, a subcontractor, or material supplier shall constitute waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

6.22.5.3. Invoices must include the following information to be accepted and processed:

- SERVICE PROVIDER'S Name and Address
- Description of Services
- Contract Number
- Labor, Materials, GC OH&P, Fees and Taxes broken out separately

6.22.5.4. Completed and signed W-9 must be returned with signed contract prior to payment.

6.22.5.5. Except where All Invoices should be mailed to the address below or e-mailed to the e-mail address listed if not required to be forwarded to DESIGNER by the Contract:

Rowan-Cabarrus Community College
Attn: Accounts Payable - Contracts
P.O. Box 1595
Salisbury, NC 28145-1595
ap-contracts@rccc.edu

6.22.6. PAYMENTS WITHHELD: The DESIGNER, with the approval of the OWNER, may withhold payment for the following reasons:

6.22.6.1. Unsatisfactory job progress,

6.22.6.2. defective construction not remedied,

6.22.6.3. disputed work,

6.22.6.4. or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed

6.22.6.5. When grounds for withholding payments have been removed, payment will be promptly released.

6.23. EQUAL OPPORTUNITY: The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

6.23.1. The CONTRACTOR agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified.

6.23.2. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

6.24. MINORITY BUSINESS PARTICIPATION: GS 143-128.2 establishes a ten percent (10%) goal for participation by minority business in total value of work for each State building project, and this goal is extended to include this work performed on behalf of the College.

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

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

6.25. ACCESS TO PERSONS AND RECORDS: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by the OWNER in accordance with General Statute 147-64.7. The OWNER'S internal auditors shall also have the right to access and copy the CONTRACTOR's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to CONTRACTOR's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for lost efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from OWNER and/or its project representatives.

7. SUCCESSORS, ASSIGNS AND THIRD PARTY BENEFICIARY: OWNER and CONTRACTOR each bind themselves, partners, successors, executors, administrators, assigns and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement.

7.1. Neither OWNER nor CONTRACTOR shall assign, sublet or transfer any rights under, or interest in (including, but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the CONTRACTOR from employing such independent consultants, associates and subcontractors as deemed appropriate to assist in the performance of services hereunder.

7.1.1. Upon written request approved by the OWNER and solely as a convenience to the CONTRACTOR, the OWNER may: (1) forward the CONTRACTOR'S payment check directly to any person or entity designated by the CONTRACTOR, and (2) include any person or entity designated by CONTRACTOR as a joint payee on the CONTRACTOR'S payment check. In no event shall such approval and action obligate the OWNER to anyone other than the CONTRACTOR, and the CONTRACTOR shall remain responsible for fulfillment of all contract obligations.

7.2. CONTRACTOR and OWNER agree that the services performed by the CONTRACTOR pursuant to this Agreement are solely for the benefit of the OWNER and are not intended by either the CONTRACTOR or the OWNER to benefit any other person or entity. To the extent that any other person or entity is benefited by the services performed by the CONTRACTOR pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

8. **ENTIRE AGREEMENT:** This Contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Contract # _____

Project # _____



Notice to Proceed to Contractor

This Notice to Proceed is hereby issued to _____ *Contractor* _____ for the _____ *Project* _____ as required under Section 3.01 of _____ *Contract Number* _____ executed on _____ *Date* _____.

1. It is agreed that the construction shall start no later than _____ *TBD9* _____, which shall yield an anticipated completion date of _____ *TBD* _____. Failure to make progress towards, or meet this date shall allow all remedies identified in the Contract.
2. The agreed upon Billing Date from Progress Payments is established as _____ *Date* _____.
3. The Points of Contact for the Project are: _____ *Project Manager* _____

Rowan-Cabarrus Community College

OWNER

1333 Jake Alexander Blvd., South
Salisbury, NC 28145

Signature

(Type or Print)

CONTRACTOR

Address

Signature

(Type or Print)

DESIGNER

Address

Signature

(Type or Print)