

STANDARD FORM OF INFORMAL CONTRACT AND GENERAL CONDITIONS

FOR

Montgomery Community College
Blair Hall Legend Center One-Stop Shop – Phase 1

Contractors are required to schedule a site visit before bidding.

SCOPE OF WORK

Montgomery Community College is requesting proposals from qualified contractors to renovate a section of Blair Hall. Specifications and drawings within this RFP are provided as a reference for the scope of work. The contractor is required to provide all necessary materials, equipment machinery, tools, apparatus, means of transportation and labor necessary to complete the renovation project to the full and entire satisfaction of Montgomery Community College with a definite understanding that no money will be allowed for extra work except as set forth in the contract documents.

SPECIFICATIONS

1. Demolition
 - a. See attached drawings
 - b. Contractor to take precautionary measures to limit dust and fumes from entering non-construction areas at all times
2. Electrical, Mechanical, and Plumbing
 - a. See attached drawings
 - b. Two (2) CAT 6 data lines are to be ran to each office from the IT network switch by the contractor. The exact location of each data line drop will be identified by owner. CAT 6 shall be provided by the contractor.
 - c. Two (2) CAT 6 data lines are to be run in the hallway of the renovated area from the IT network switch. The exact location of each data line drop will be identified by the owner. CAT 6 shall be provided by the contractor.
3. Flooring
 - a. Repair/level any concrete that is damaged.
 - b. Install carpet squares in all renovated areas- owner to specify color, quality, and manufacturer.
 - c. Install rubber cove base in all renovated areas- owner to specify color, quality, and manufacturer.
4. Ceiling
 - a. Replace all acoustical ceiling tile with Armstrong 770 acoustical ceiling tile.
5. Break Area
 - a. Contractor to provide and install base cabinets, wall cabinets, and counter tops. Contractor to provide samples for owner selection.
 - b. Contractor to provide full size refrigerator. Contractor to provide options for owner selection.
 - c. Contractor to provide sink and faucet. Contractor to provide options for owner selection.
6. Pay Window
 - a. Contractor to provide alternate pay window options for owner selection.
 - b. New pay window installation shall meet ADA requirements.
 - c. Exact location of new pay window to be specified by owner
7. Paint
 - a. Contractor to paint all walls and trim- owner to specify color and manufacturer.
 - b. Contractor to paint all doors and door frames - owner to specify color and manufacturer.

NOTICE TO BIDDERS

Bids for this work will be received by:

*Marcus Ervin, Director of Facilities
Montgomery Community College
1011 Page St., Building 100, Office 708
1011 Page St., Troy, NC 27371
P-910-898-9637, F-910-576-2176
Email: ervinm8822@montgomery.edu*

Bids will be accepted by mail, fax, or email up to NOON, on December 13, 2023. Complete plans and specification and contract documents can be obtained from

*Marcus Ervin, Director of Facilities
Montgomery Community College
1011 Page St., Building 100, Office 708
1011 Page St., Troy, NC 27371
P-910-898-9637, F-910-576-2176
Email: ervinm8822@montgomery.edu*

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

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

Please note on the envelope – **Bid: Attn:** Marcus Ervin, Director of Facilities

1011 Page St., Troy, NC 27371

MANDATORY SITE VISIT

Contact: Marcus Ervin at (910) 898-9637 or email at ervinm8822@montgomery.edu

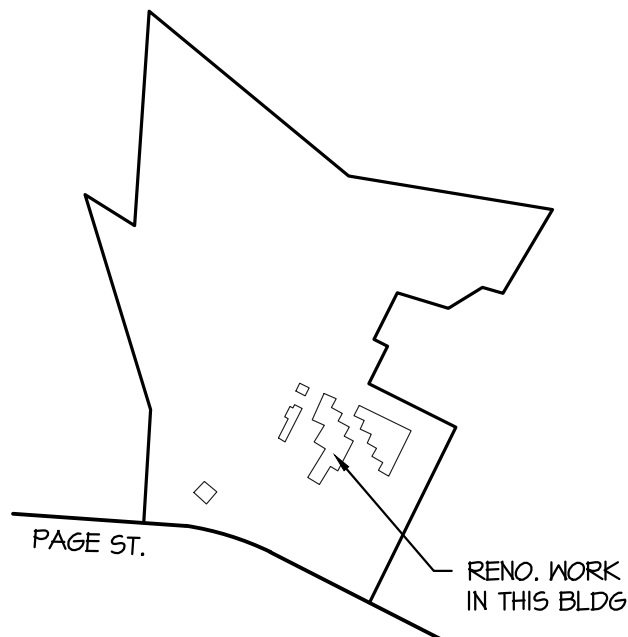
The purpose of this visit is for all prospective Vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Request for Proposals. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this proposal.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

MONTGOMERY COMMUNITY COLLEGE

Troy, NC

MAP — N.T.S.



CODES

2018 North Carolina Building Code
2018 North Carolina Fire Prevention Code
2018 North Carolina Mechanical Code
2018 North Carolina Plumbing Code
2018 North Carolina Energy Conservation Code
2018 North Carolina Fuel Gas Code
2018 North Carolina Rehabilitation Code
2015 North Carolina Existing Building Code
2020 NEC with North Carolina Electrical Code Amendments
Accessible and Usable Building and Facilities ICC/ANSI A117.1–09

PROJECT DESCR.

This interior renovation of an existing space for addition offices. The space is currently being used for offices but is being renovated to better meet the needs of staff and students.

Design Renovation Drawings

For

Montgomery Community College
101 Page Street
Troy, NC 27371

DRAWING INDEX

Code Summary Sheet	CS
Life Safety Notes	LS1
Life Safety Plans	LS2
Overall Floor Plan – Existing	X1.1
Partial Floor Plan – Existing	DG1.1
Partial Floor Plan – Demolition	
Partial Floor Plan – Renovated (Base Bid)	
Partial Floor Plan – Renovated (Alternate Bid)	
Partial Ceiling Plan – Existing	DG1.2
Partial Ceiling Plan – Demolition	
Partial Ceiling Plan – Renovated (Base Bid)	
Partial Ceiling Plan – Renovated (Alternate Bid)	
Plumbing Plans	P1
Mechanical Plan	M1
Lighting Plan	E1
Power Plan	E2

LEGEND

NOTE: NOT ALL SYMBOLS ARE USED FOR ALL PROJECT.

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
•	STARTING POINT	(101)	WINDOW MARKER	(D101)	LIFE SAFETY DOOR MARK	1 SL1 DET. NO. SHEET NO.	FOOTING CUT SECTION	△	REVISION MARKER
→ > —	DIRECTION OF TRAVEL	(101)	DOOR MARKER	(R101)	LIFE SAFETY ROOM MARK	1 A3 DET. NO. SHEET NO.	CUT SECTION	— X — X —	ITEM TO BE DEMOED
⊗	EXIT SIGN	A	WALL MARKER	(W101)	LIFE SAFETY WINDOW MARK	1 A3 DET. NO. SHEET NO.	CROSS CUT SECTION	PEMB	PRE-ENGINEERED METAL BLDG.
⊗	DIRECTIONAL EXIT SIGN		BRICK HATCH	LLV	LONG LEG VERTICAL	1 A3 DET. NO. SHEET NO.	ELEVATOIN SECTION	PSF	SQUARE FEET
⊗	EXIT SIGN AND BATTERY PACK		BLOCK HATCH	SLV	SHORT LEG VERTICAL	1 A3 DET. NO. SHEET NO.	HAIRPIN REFER	FEC	POUNDS PER SQUARE FOOT
⊗	BATTERY PACK		FILL MATERIAL	EX	EXISTING	1 A3 DET. NO. SHEET NO.		VFL	FIRE EXTINGUISHER CABINET
FE	FIRE EXTINGUISHER		UNDISTURBED MATERIAL	MAX.	MAXIMUM	1 A3 DET. NO. SHEET NO.		VIF	VERIFY IN FIELD
⊗	EXT. BATTERY PACK		INSULATION – BATT	MIN.	MINIMUM	1 A3 DET. NO. SHEET NO.		CFMF	COLD FORM METAL FRAMING
PH	PANIC DOOR HARDWARE		INSULATION – BOARD	CMU	CONCRETE MASONRY UNIT				
■	PULL STATION (FIRE ALARM)	— 3HR —	THREE HOUR FIRE WALL	1	GRID CALLS				
⊗	SMOKE DETECTOR (FIRE ALARM)	— 2HR —	TWO HOUR FIRE WALL						
101	ROOM MARKER	— 1HR —	ONE HOUR FIRE WALL						

CONTRACTOR INFO.

MONTGOMERY COMMUNITY COLLEGE

Troy, NC

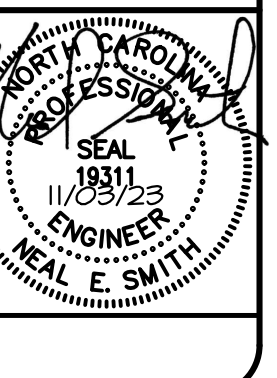
COVER

Neal Smith Engineering, Inc.

139 Pinhurst Avenue - Suite C
Southern Pines, NC 28387
Phone: (910) 695-8825
Fax: (910) 695-8832
www.nseengineering.com
License No. C-1425

NS

SEAL



FINAL

DRAWINGS

Not Released

For

Construction

DRAWN BY:

BKB

DATE:

11/03/23

JOB NUMBER:

2300561

DRAWING KEY:

COV

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2018 APPENDIX B – BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS

Name of Project: MONTGOMERY COMMUNITY COLLEGE
Address: 101 Page St., Troy, NC Zip Code: 27371
Proposed Use: College
Owner/Authorized Agent: Marcus Ervin Phone # 910-898-9637 E-Mail: ervnm8822@montgomery.edu
Owned By: ☐ City/County ☒ Private ☐ State
Code Enforcement Justification: ☐ City ☒ County Montgomery ☐ State

LEAD DESIGN PROFESSIONAL: NEAL SMITH ENGINEERING, INC.
DESIGNER FIRM NAME LICENSE # TELEPHONE # E-Mail
Building NSE, Inc. Neal E. Smith, P.E. NC 19311 910-695-8825 nsmith@nsengineering.com
Civil NSE, Inc. Neal E. Smith, P.E. NC 19311 910-695-8825 nsmith@nsengineering.com
Electrical NSE, Inc. Neal E. Smith, P.E. NC 19311 910-695-8825 nsmith@nsengineering.com
Fire Alarm NSE, Inc. Neal E. Smith, P.E. NC 19311 910-695-8825 nsmith@nsengineering.com
Plumbing NSE, Inc. Neal E. Smith, P.E. NC 19311 910-695-8825 nsmith@nsengineering.com
Mechanical NSE, Inc. Neal E. Smith, P.E. NC 19311 910-695-8825 nsmith@nsengineering.com
Sprinkler-Standpipe _____
Structural _____
Retaining Wall >5' High _____
Foundation _____
Other _____
("Other" should include firms and individuals such as truss, pre-engineered, interior designers, etc.)

2018 NC BUILDING CODE: ☐ New Construction ☐ Addition ☒ Renovation
☐ 1st Time Interior Completions
☐ Shell/Core – Contact the local inspection jurisdiction for possible additional procedures and requirements
☐ Phased Construction – Shell/Core – Contact the local inspection jurisdiction for possible additional procedures and requirements

2018 NC EXISTING BUILDING CODE: ☐ Prescriptive ☐ Repair ☐ Chapter 14
(check all that apply) Alteration: ☐ Level I ☒ Level II ☐ Level III
☐ Historic Property ☐ Change of Use

CONSTRUCTED: _____ (Date) **CURRENT OCCUPANCY(S):** E (Chapter 3)
RENOVATED: _____ (Date) **PROPOSED OCCUPANCY(S):** E (Chapter 3)

RISK CATEGORY (Table 1604.5): **Current:** ☐ I ☐ II ☒ III ☐ IV
Proposed: ☐ I ☐ II ☒ III ☐ IV

BASIC BUILDING DATA
Construction Type: ☐ I-A ☐ II-A ☐ III-A ☐ IV ☐ V-A
☒ I-B ☐ II-B ☐ III-B ☐ V-B
Sprinklers: ☒ No ☐ Partial ☐ NFPA 13 ☐ NFPA 13R ☐ NFPA 13D ☐ ESFR
Standpipes: ☒ No Class ☐ I ☐ II ☐ III ☐ Wet ☐ Dry
Fire District: ☒ No ☐ Yes Flood Hazard Area: ☒ No ☐ Yes
Special Inspections Required: ☒ No ☐ Yes; (Contact the local inspection jurisdiction for additional procedures and requirements.)
Gross Building Area:

FLOOR	EXISTING (SQ FT)	NEW (SQ FT)	SUB-TOTAL (SQ FT)
6th Floor			
5th Floor			
4th Floor			
3rd Floor			
2nd Floor			
Mezzanine			
1st Floor	63,916		63,916
Basement			
TOTAL BUILDING AREA:	63,916		sq. ft. TOTAL FIRE AREA: 66,227* sq. ft.

* This area includes the canopy

ALLOWABLE AREA
Primary Occupancy:
Assembly ☐ A-1 ☐ A-2 ☐ A-3 ☐ A-4 ☐ A-5 Business ☐ Educational ☒
Factory ☐ F-1 Moderate ☐ F-2 Low
Hazardous ☐ H-1 Detonate ☐ H-2 Deflagrate ☐ H-3 Combust ☐ H-4 Health ☐ H-5 HPM
Institutional ☐ I-1; Cond. ☐ 1 ☐ 2 ☐ I-2; Cond. ☐ 1 ☐ 2 ☐ I-3; Cond. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ I-4
Mercantile ☐ Residential ☐ R-1 ☐ R-2 ☐ R-3 ☐ R-4
Storage ☐ S-1 Moderate ☐ S-2 Low ☐ High-piled ☐ Parking Garage ☐ Open ☐ Enclosed ☐ Repair Garage
Utility and Miscellaneous ☐
Secondary Occupancy:
Assembly ☐ A-1 ☐ A-2 ☐ A-3 ☐ A-4 ☐ A-5 Business ☐ Educational ☐
Factory ☐ F-1 Moderate ☐ F-2 Low
Hazardous ☐ H-1 Detonate ☐ H-2 Deflagrate ☐ H-3 Combust ☐ H-4 Health ☐ H-5 HPM
Institutional ☐ I-1; Cond. ☐ 1 ☐ 2 ☐ I-2; Cond. ☐ 1 ☐ 2 ☐ I-3; Cond. ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ I-4
Mercantile ☐ Residential ☐ R-1 ☐ R-2 ☐ R-3 ☐ R-4
Storage ☐ S-1 Moderate ☐ S-2 Low ☐ High-piled ☐ Parking Garage ☐ Open ☐ Enclosed ☐ Repair Garage
Utility and Miscellaneous ☐
Accessory Occupancy Classification(s): N/A
Incidental Uses (Table 509): N/A
Special Uses (Chapter 4 – List Sections): N/A
Special Provisions (Chapter 5 – List Sections): N/A
Mixed Occupancy: ☒ No ☐ Yes Separation: _____ Hr. Exception: _____
☐ Non-Separated Use (508.3): The required type of construction for the building shall be determined by applying the height and area limitations for each of the applicable occupancies to the entire building. The most restrictive type of construction, so determined, shall apply to the entire building.
☐ Separated Use (508.4): See below for area calculations for each story, the area of the occupancy shall be such that the sum of the ratios of the actual floor area of each use divided by the allowable floor area for each use shall not exceed 1.

Actual Area:	A	B	C	D	
Allowable Area:	A	B	C	D	= 0.00 ≤ 1.00

STORY NO.	DESCRIPTION AND USE	(A) BLDG. AREA PER STORY (ACTUAL)	(B) TABLE 506.2 ² AREA	(C) AREA FOR FRONTAGE INCREASE ^{1,5}	(D) ALLOWABLE AREA PER STORY OR UNLIMITED ^{2,3}

- Open space area increase from Section 506.2 area computed thus:
a. Perimeter which fronts a public way or open space having 20 feet minimum width = _____ (F)
b. Total Building Perimeter = _____ (P)
c. Ratio (F/P) = _____ (F/P)
d. W = Minimum Width of public way = _____ (W)
2. Unlimited area applicable under conditions of Section 507.
3. Maximum Building Area = total number of stories in the building x D (max. 3 stories) (506.2)
4. The maximum area of parking garages must comply with 406.5.4. The maximum area of air traffic control towers must comply with Table 412.3.1
5. Frontage increase is based on the unspinklered are value in Table 506.2.

ALLOWABLE HEIGHT – Bldg. is Existing	ALLOWABLE	SHOWN ON PLAN	CODE REFERENCE ¹
Building Height in Feet (Table 504.3) ²			
Building Height in Stories (Table 504.4) ³			

- Provide code reference if the "Shown on Plans" quantity is not based on Table 504.3 or 504.4.
2. The maximum height of air traffic control towers must comply with Table 412.3.1.
3. The maximum height of open parking garages must comply with Table 406.5.4.

FIRE PROTECTION REQUIREMENTS – Bldg. is Existing						
BUILDING ELEMENT	FIRE SEPARATION DISTANCE (FEET)	RATING REQ'D	PROVIDED (w/ REDUCTION)	DETAIL AND SHEET #	DESIGN # FOR RATED ASSEMBLY	DESIGN # FOR RATED PEN.
Structural Frames, including columns, girders, trusses						
Bearing Walls						
Exterior						
North						
East						
West						
South						
Interior						
Nonbearing walls and partitions						
Exterior						
North						
East						
West						
South						
Interior Walls & Partitions						
Floor construction including supporting beams and joist						
Floor Ceiling Assembly						
Columns Supporting Floors						
Roof construction including supporting beams and joist						
Roof Ceiling Assembly						
Columns Supporting Roof						
Shafts – Exit						
Shafts – Other						
Corridor Separation						
Occupancy/Fire Barrier Separation						
Party/Fire Wall Separation						
Smoke Barrier Separation						
Smoke Partition						
Tenant/Dwelling Unit/Sleeping Unit Separation						
Incidental Use Separation						

* Indicate section number permitting reduction

PERCENTAGE OF WALL OPENING CALCULATIONS				
WALL MARKER	FIRE SEPARATION DISTANCE (FEET) FROM PROPERTY LINES	DEGREE OF OPENINGS PROTECTION (TABLE 705.8)	ALLOWABLE AREA (%)	ACTUAL SHOWN ON PLANS (%)
North				
South				
East				
West				

ACCESSIBLE DWELLING UNITS (SECTION 1107)						
ACCESSIBLE UNITS REQUIRED	ACCESSIBLE UNITS PROVIDED	TYPE A UNITS REQUIRED	TYPE A UNITS PROVIDED	TYPE B UNITS REQUIRED	TYPE B UNITS PROVIDED	TOTAL ACCESSIBLE UNITS PROVIDED

ACCESSIBLE PARKING – Parking is Existing (SECTION 1106)					
LOT OR PARKING AREA	TOTAL # OF PARKING SPACES	# OF ACCESSIBLE SPACES PROVIDED	REGULAR WITH 5' ACCESS AISLE	VAN SPACES	TOTAL # ACCESSIBLE PROVIDED
New					
Existing					
TOTAL					

PLUMBING FIXTURE REQUIREMENTS – Bldg. is Existing (TABLE 2902.1)									
USE	WATERCLOSETS			URINALS	LAVATORIES			SHOWERS / TUBS	DRINKING FOUNTAINS
	MALE	FEMALE	UNISEX		MALE	FEMALE	UNISEX		
SPACE	EXIST'G								
XXXXX	NEW								
	REQ'D								

ENERGY REQUIREMENTS:
The following data shall be considered minimum and any special attribute required to meet the energy code shall also be provided. Each designer shall furnish the required portions of the project information for the plan data sheet. If performance method, state the annual energy cost for the standard reference design vs annual energy cost for the proposed design.
Existing building envelope complies with code: ☒ Yes (The remainder of this section is N/A)
☐ No
Exempt Building: _____ Provide code or statutory reference: _____
Climate Zone: ☐ N/A ☐ 3A ☐ 4A ☐ 5A
Method of Compliance: ☐ Energy Code – Prescriptive ☐ ASHRAE 90.1 – Prescriptive
☐ Energy Code – Performance ☐ ASHRAE 90.1 – Performance
☐ Other – Performance;

THERMAL ENVELOPE
Roof/ceiling Assembly (each assembly):
Description of assembly: _____
U-Value of total assembly: _____
R-Value of insulation: _____
Skylights in each assembly: _____
U-Value of skylight: _____
total square footage of skylights in each assembly: _____
Exterior Walls (each assembly):
Description of assembly: _____
U-Value of total assembly: _____
R-Value of insulation: _____
Openings (windows or doors with glazing) _____
U-Value of assembly: _____
Solar heat gain coefficient: _____
projection factor: _____
Door R-Values: _____
Walls below grade (each assembly):
Description of assembly: _____
U-Value of total assembly: _____
R-Value of insulation: _____
Floors over unconditioned space (each assembly):
Description of assembly: _____
U-Value of total assembly: _____
R-Value of insulation: _____
Floors slab on grade:
Description of assembly: _____
U-Value of total assembly: _____
R-Value of insulation: _____
Horizontal/Vertical requirement: _____
Slab heated: _____

LIFE SAFETY SYSTEM REQUIREMENTS
Emergency Lighting: ☐ No ☒ Yes
Exit Signs: ☐ No ☒ Yes
Fire Alarm: ☐ No ☒ Yes
Smoke Detection Systems: ☒ No ☐ Yes ☐ Partial
Carbon Monoxide Detection: ☒ No ☐ Yes
Panic Hardware: ☐ No ☒ Yes

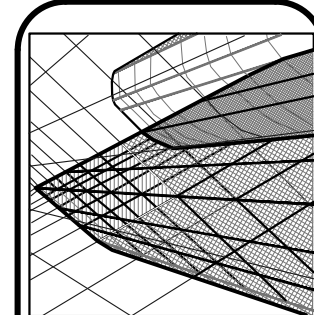
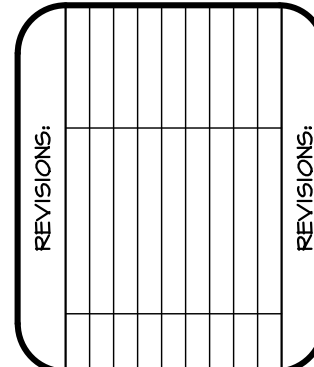
LIFE SAFETY PLAN REQUIREMENTS – Reno. Area Only
Life Safety Plan Sheet #: LSI & LSI2
☐ Fire and/or smoke rated wall locations (Chapter 7)
☐ Assumed and real property line locations (if not on the site plan)
☐ Exterior wall opening area with respect to distance to assumed property lines (705.8)
☒ Occupancy Use for each area as it relates to occupant load calculation (Table 1004.1.2)
☐ Occupant loads for each area
☒ Exit access travel distances (1017)
☒ Common path of travel distance (Tables 1006.2.1 & 1006.3.2(1))
☒ Dead end lengths (1020.4)
☒ Clear exit widths for each exit door
☒ Maximum calculated occupant load capacity each exit can accommodate based on egress width (1005.3)
☒ Actual occupant load for each door
☐ A separate schematic plan indicating where fire rated floor/ceiling and/or roof structure is provided for purposes of occupancy separation
☐ Location of doors with panic hardware (1010.1.10)
☐ Location of doors with delayed egress locks and the amount of delay (1010.1.9.7)
☐ Location of doors with with electromagnetic egress locks (1010.1.9.9)
☐ Location of doors equipped with hold-open devices
☐ Location of emergency escape windows (1030)
☐ The square footage of each fire area (202)
☐ The square footage of each smoke compartment for Occupancy Classification 1-2 (407.5)
☐ Note any code exceptions or table notes that may have been utilized regarding the items above

SPECIAL APPROVALS
Special approval: _____
(Local Jurisdiction, Department of Insurance, OSC, DPI, DHHS, ICC etc., describe below)

MONTGOMERY COMMUNITY COLLEGE

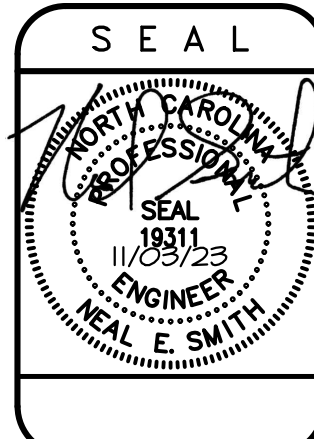
Troy, NC

CODE SUMMARY



Neal Smith Engineering, Inc.
139 Pinhurst Avenue - Suite C
Southern Pines, NC 28387
Phone: (910) 695-8825
Fax: (910) 695-8832
www.nseengineering.com
License No. C-1425

NSI

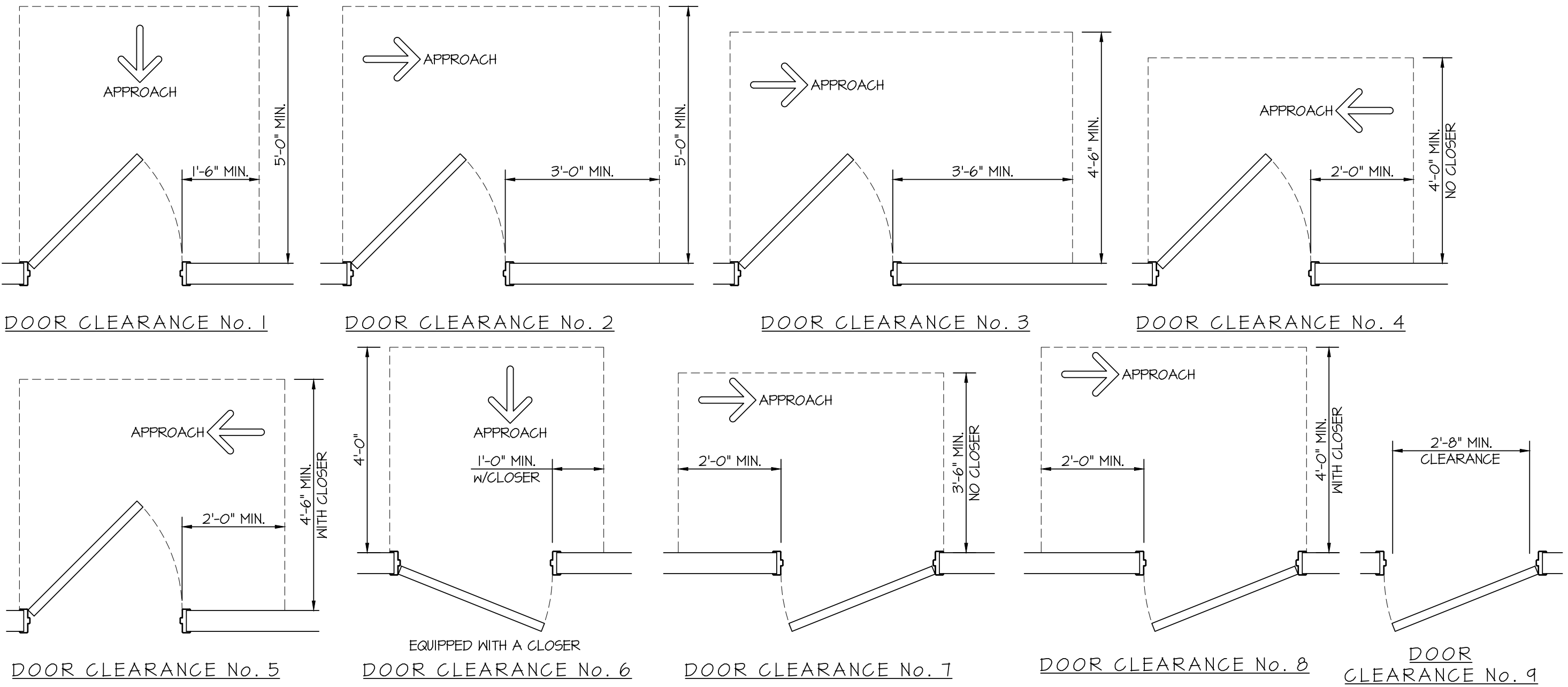
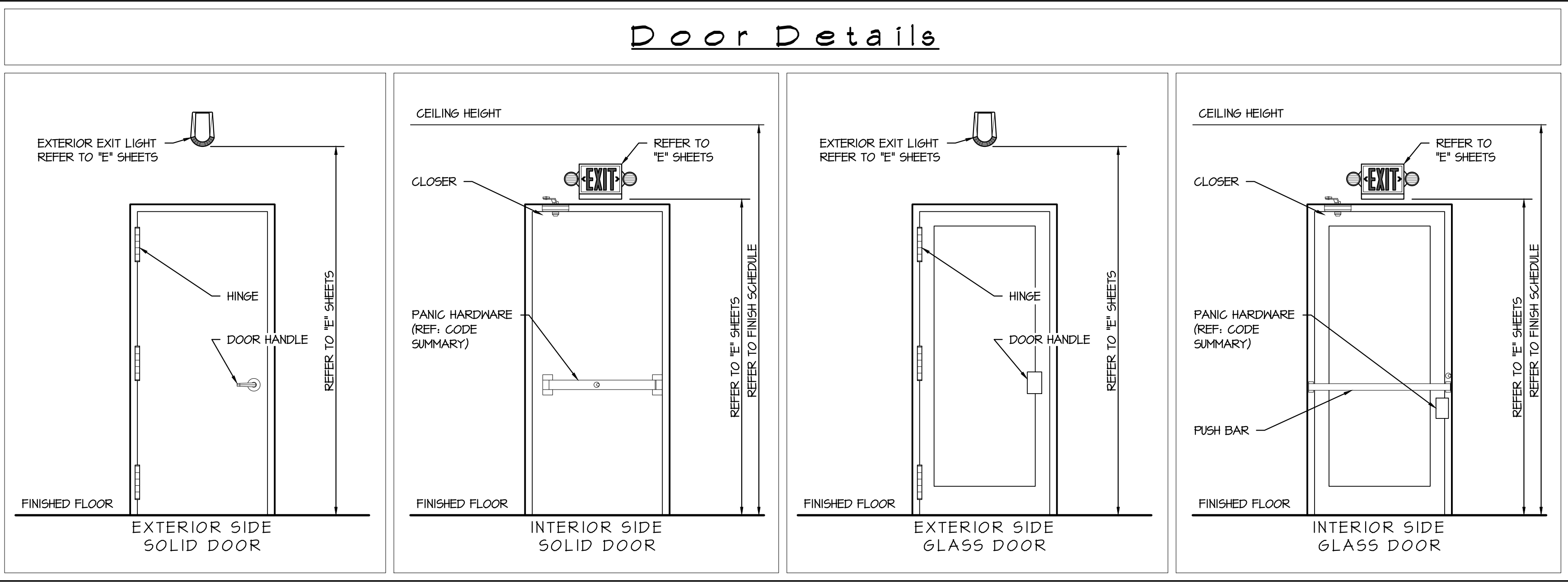
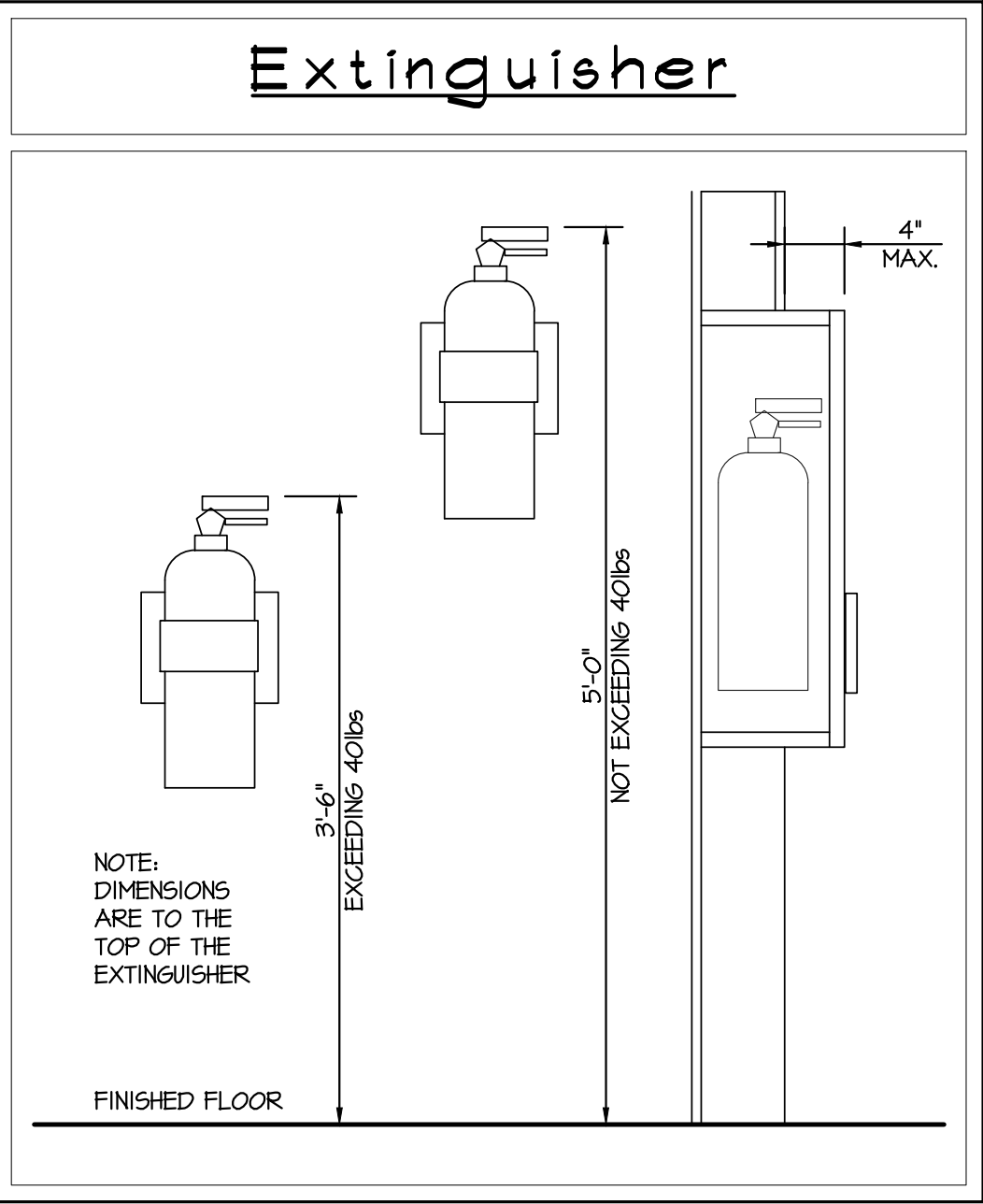


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Not Released
For
Construction

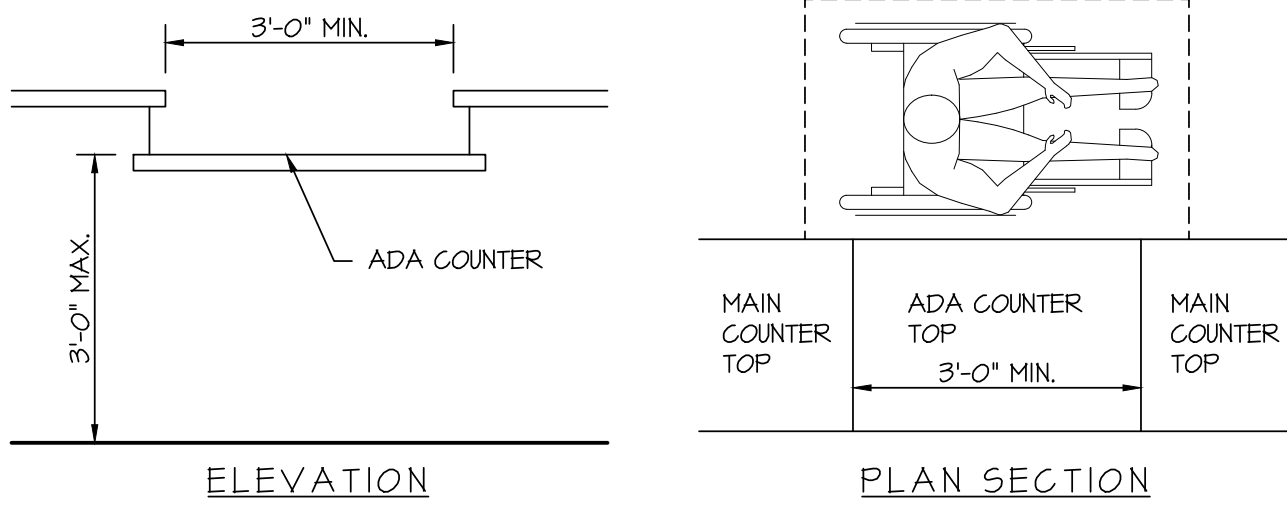
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BKB
DATE:
11/03/23
JOB NUMBER:
2300561
DRAWING KEY:
CS

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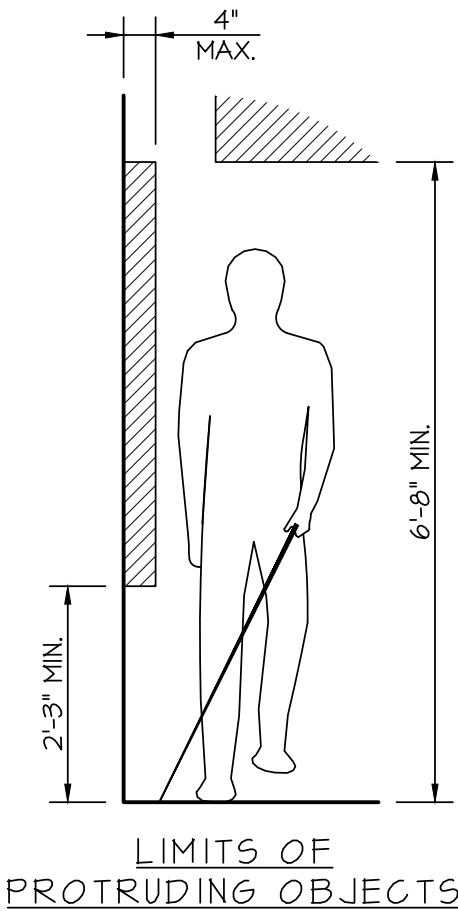
Wall Assemblies	
SYMBOL	DESCRIPTION
	INTERIOR WALL: EXISTING CMU 2-1/2" CFMF AT 16" CENTERS 5/8" GYPSUM BOARD
	INTERIOR WALL: IN-FILL WALL MATERIAL MATCH EXISTING CMU
	INTERIOR WALL: IN-FILL WALL MATERIAL OFFICE 5/8" GYPSUM BOARD 2-1/2" CFMF AT 16" CENTERS MATCH EXISTING CMU HALLWAY
	INTERIOR WALL: WALL TO UNDERSIDE OF ROOF PANELS 5/8" GYPSUM BOARD 6" CFMF AT 16" CENTERS R-19 INSULATION 5/8" GYPSUM BOARD
	INTERIOR WALL: 5/8" GYPSUM BOARD 2-1/2" CFMF AT 16" CENTERS EXISTING CMU 2-1/2" CFMF AT 16" CENTERS 5/8" GYPSUM BOARD



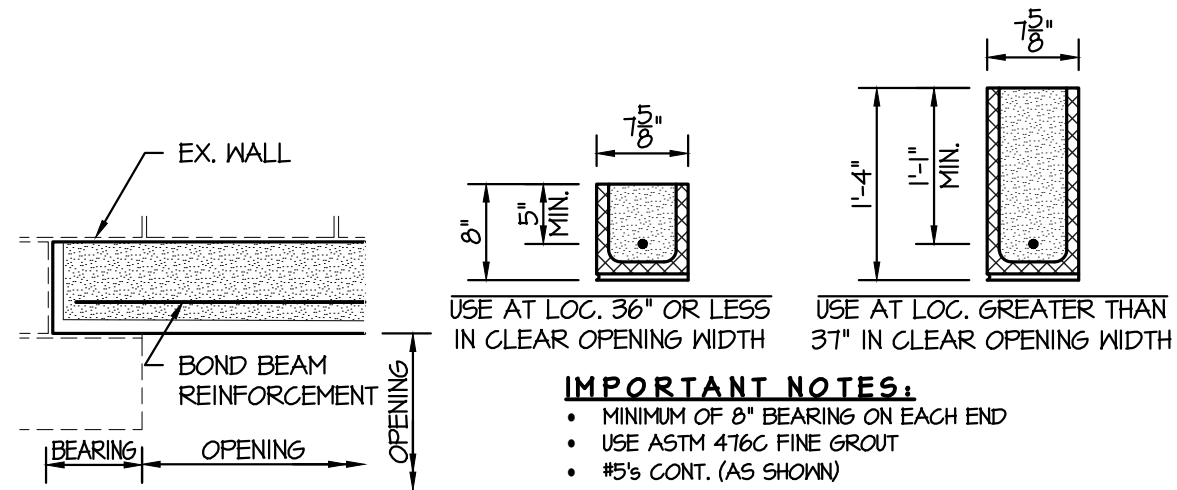
1 Door Clearance Details
1/2" = 1'-0"



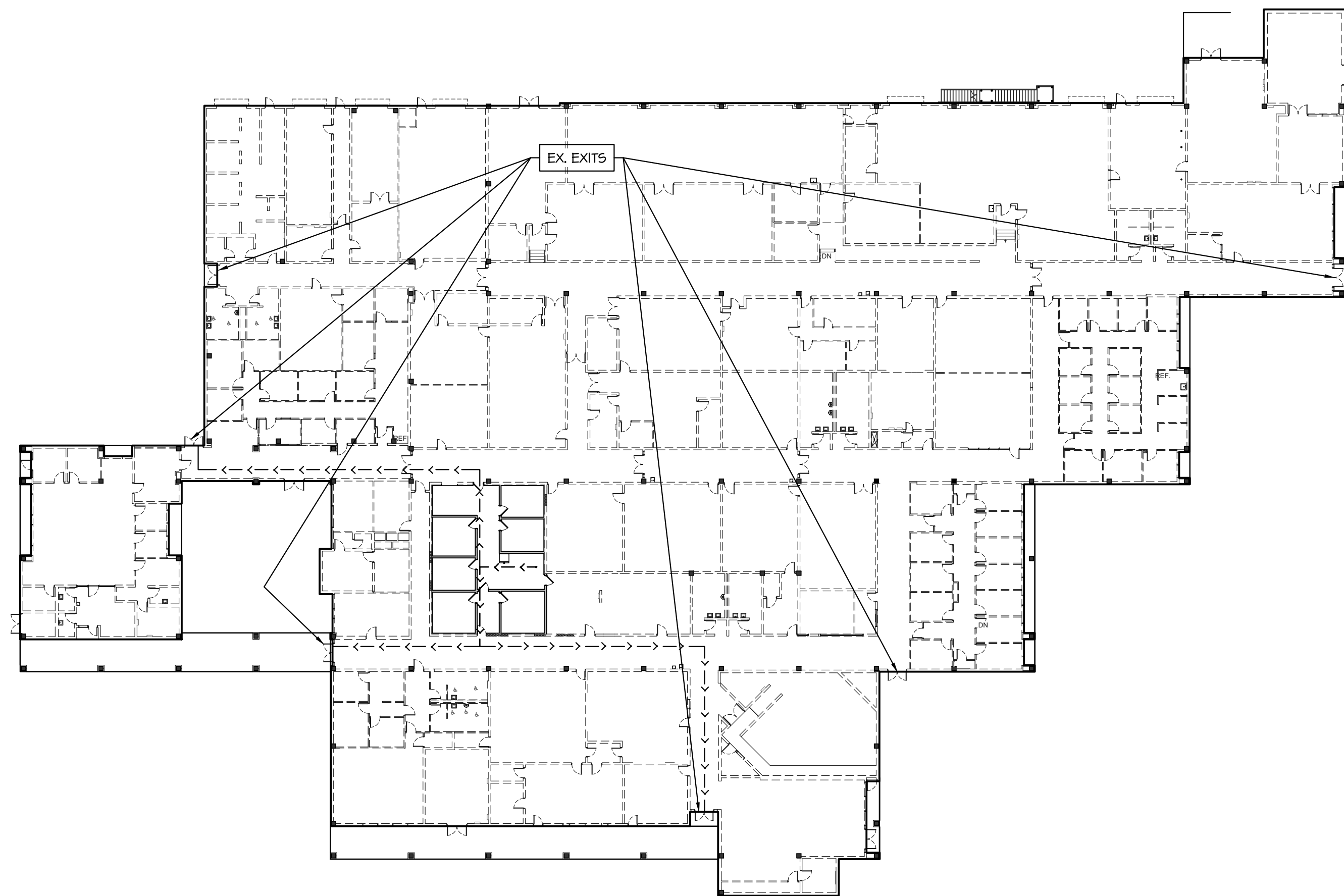
2 Countertop Construction Details
1/2" = 1'-0"



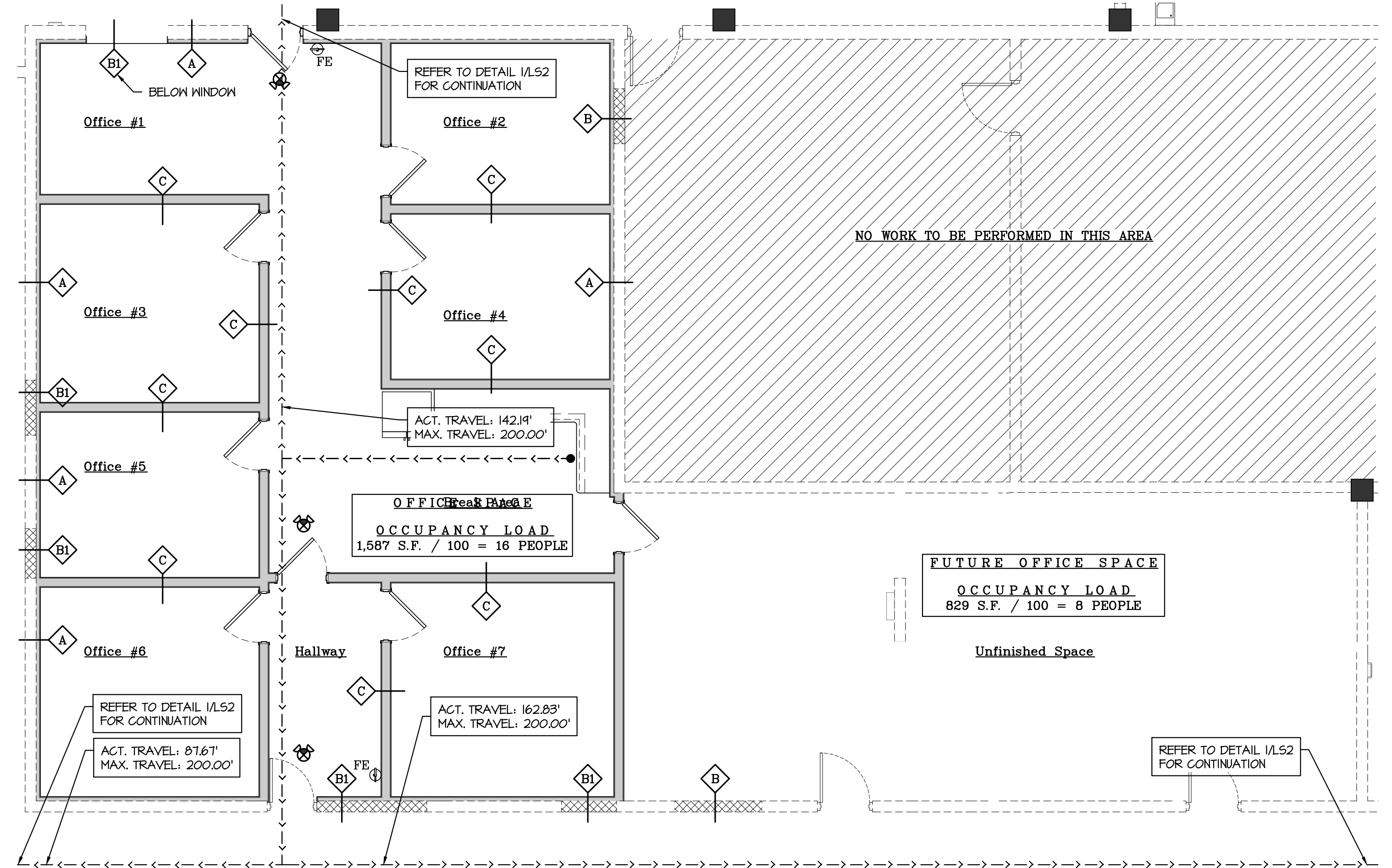
3 Protruding Objects
1/2" = 1'-0"



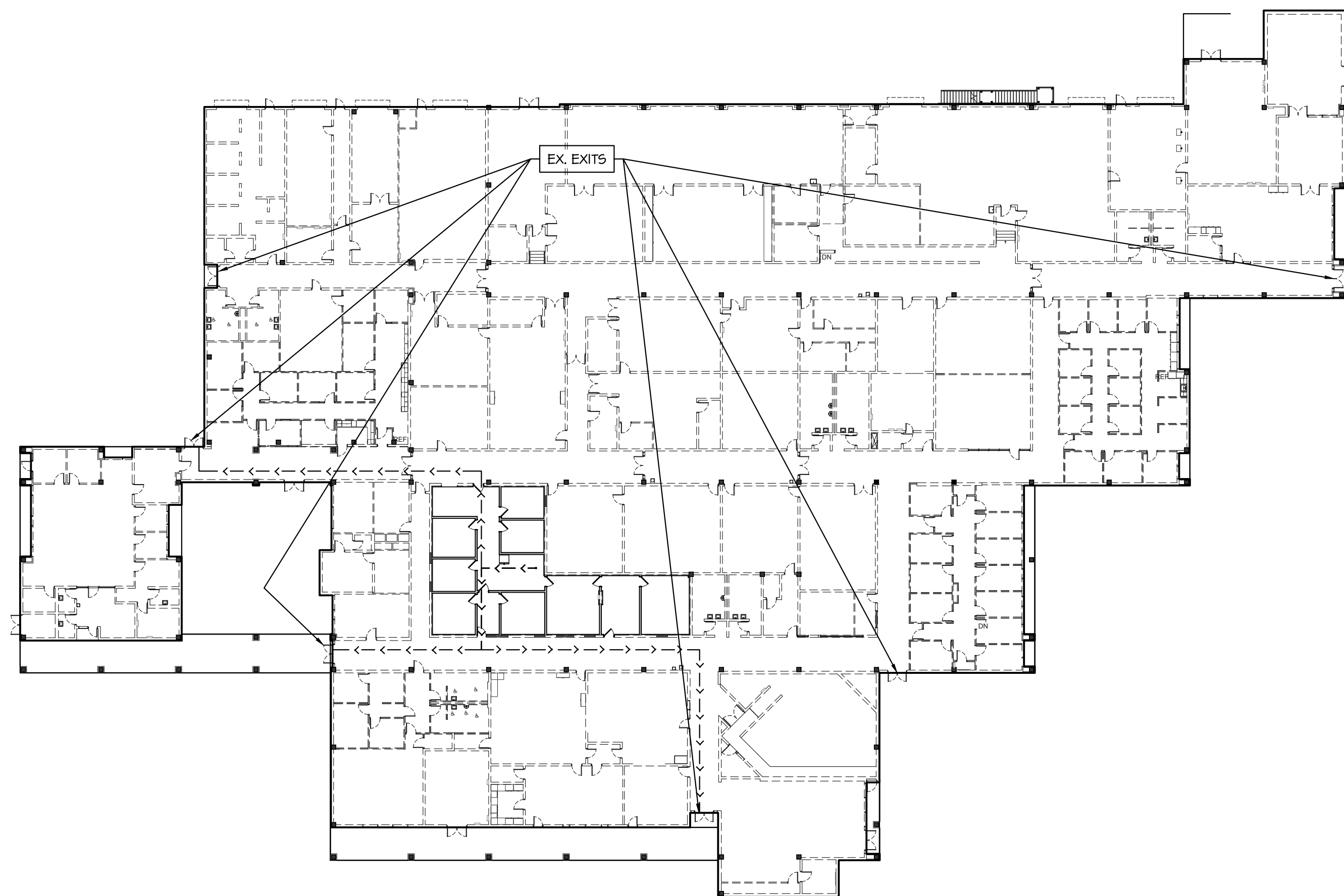
4 CMU Bond Beam and Bearing Detail
3/4" = 1'-0"



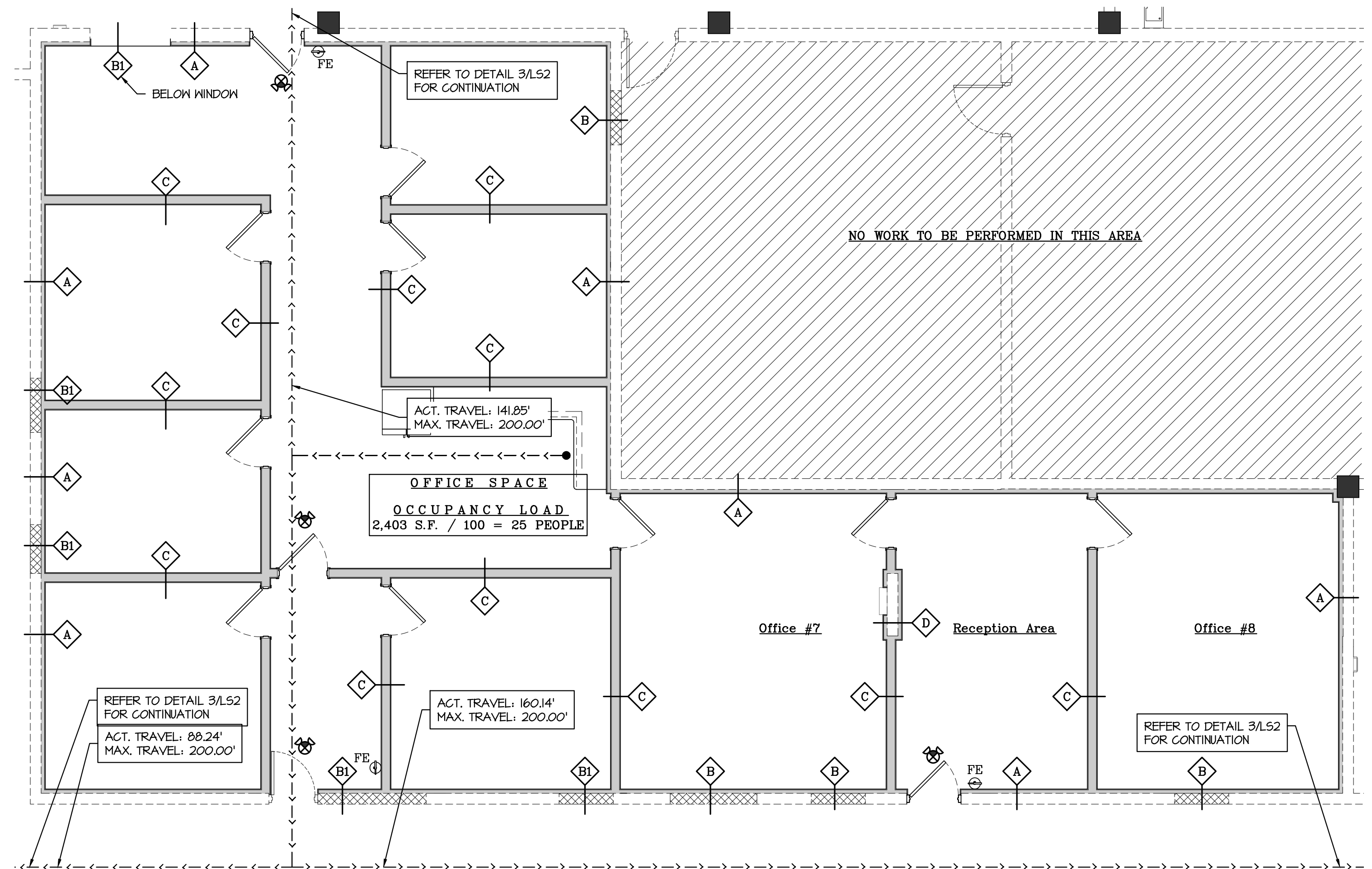
1 Overall Life Safety Plan - Renovated (Base Bid)
1" = 30'-0"



2 Partial Life Safety Plan - Renovated (Base Bid)
3/16" = 1'-0"



3 Partial Life Safety Plan - Renovated (Alternate Bid)
1" = 30'-0"



4 Partial Life Safety Plan - Renovated (Alternate Bid)
3/16" = 1'-0"

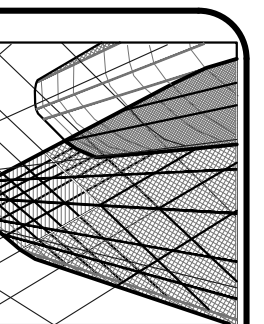
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LIFE SAFETY PLANS

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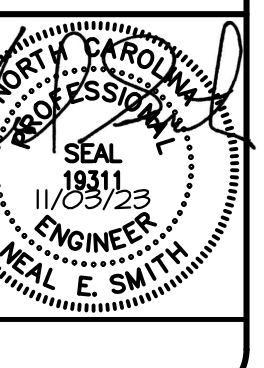
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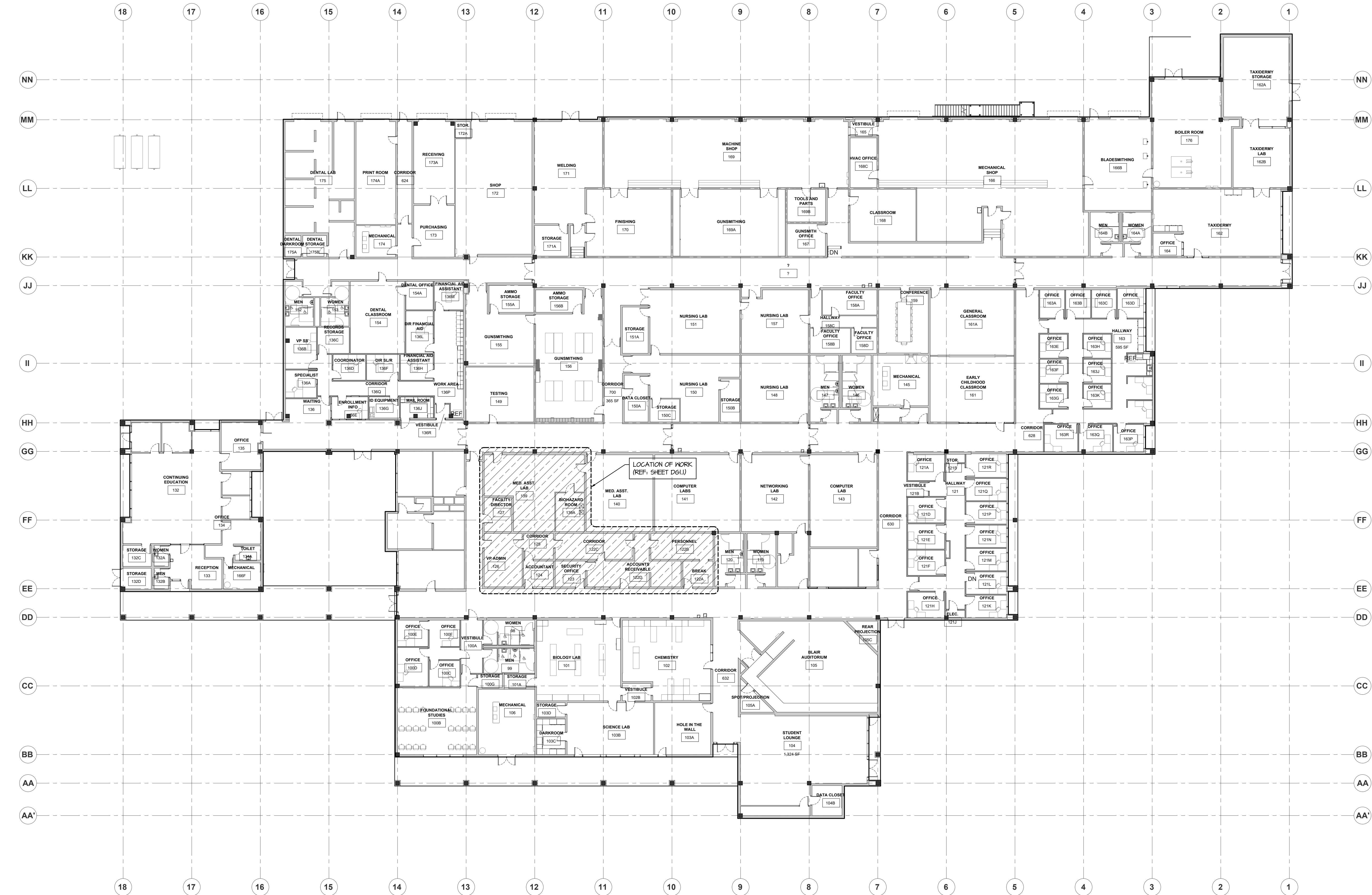
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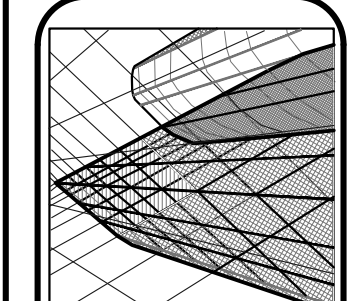


1 Overall Floor Plan - Existing
X1.1 1/16" = 1'-0"

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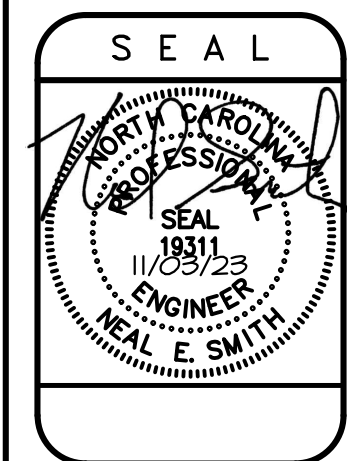
FLOOR PLAN - EXISTING

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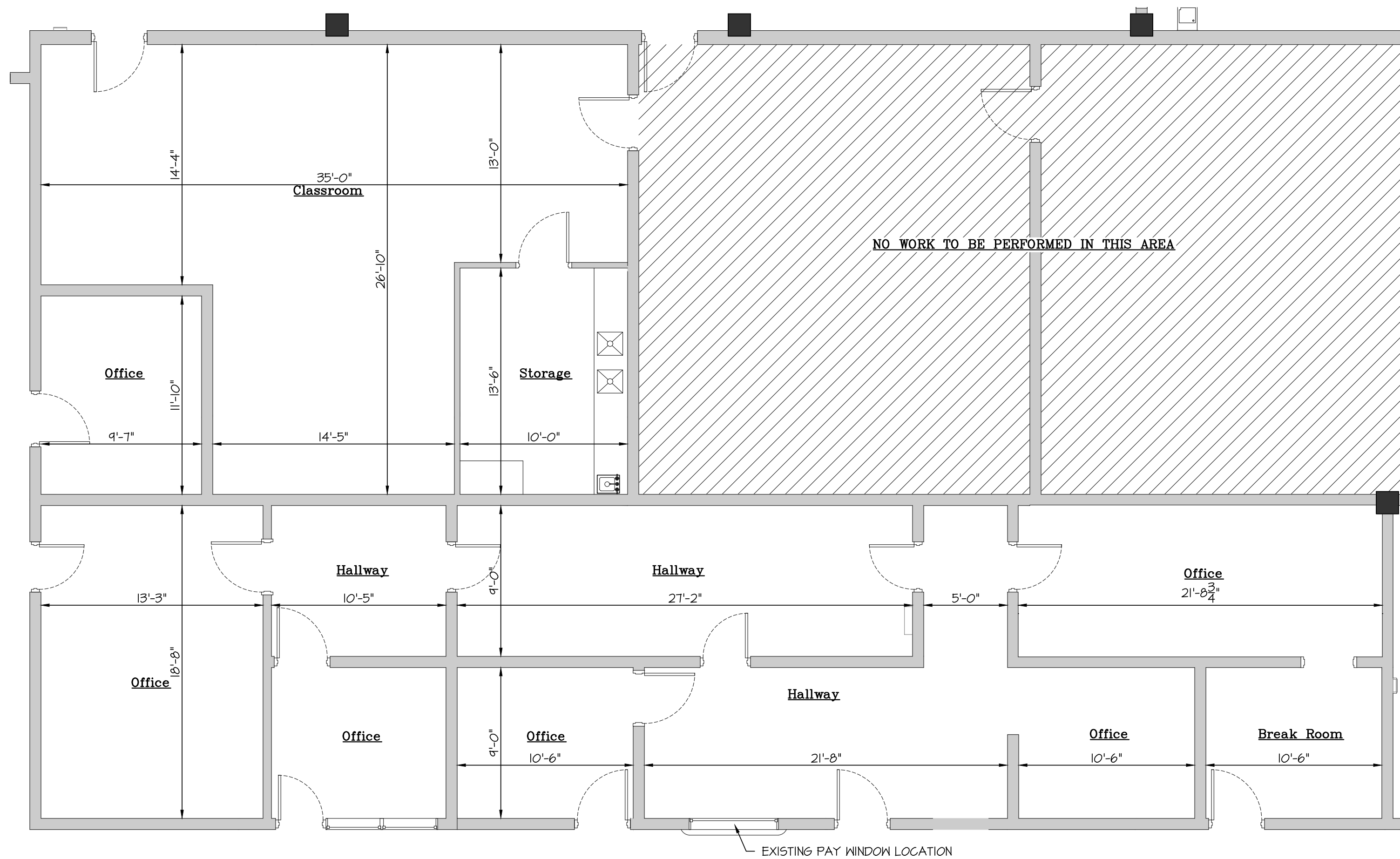
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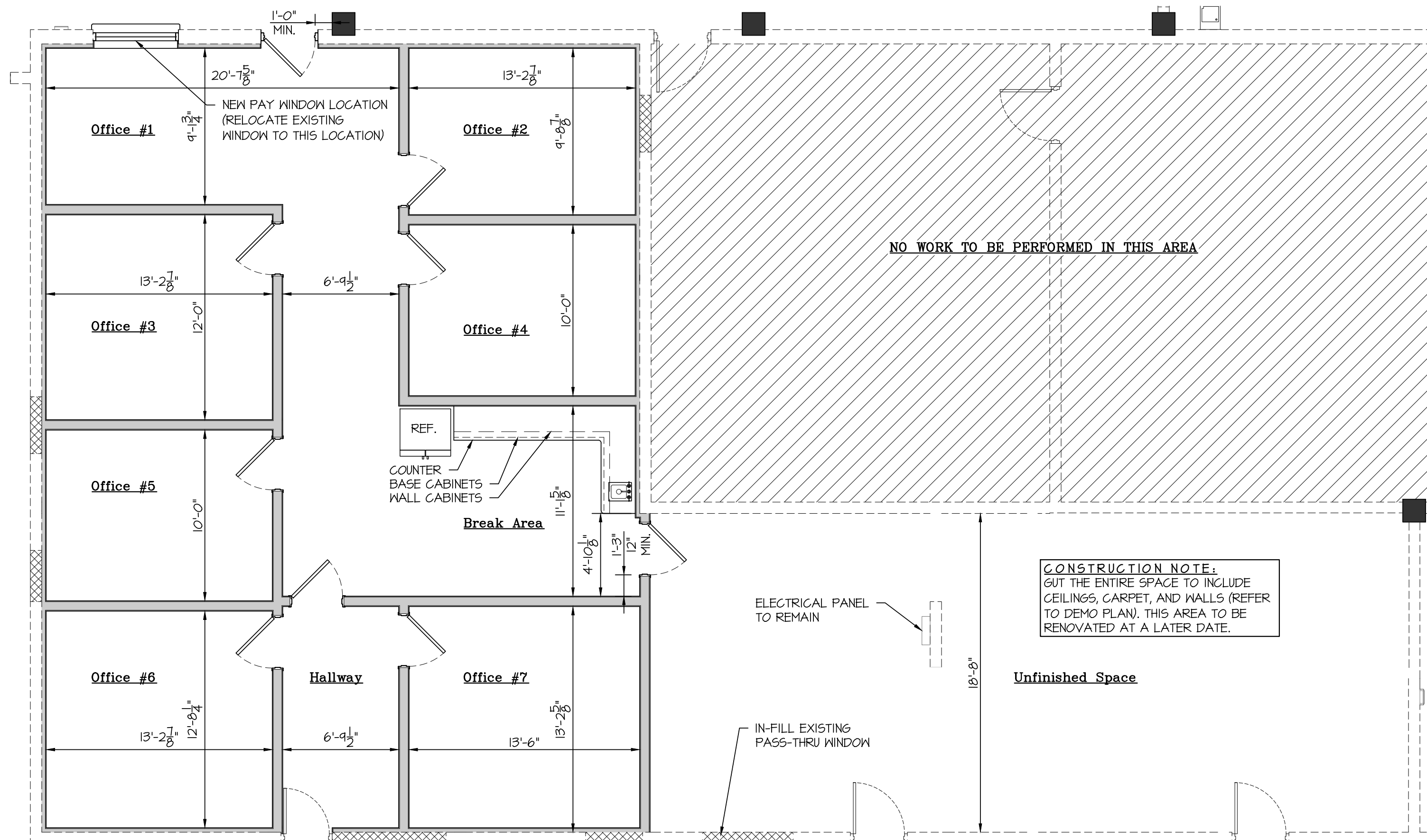
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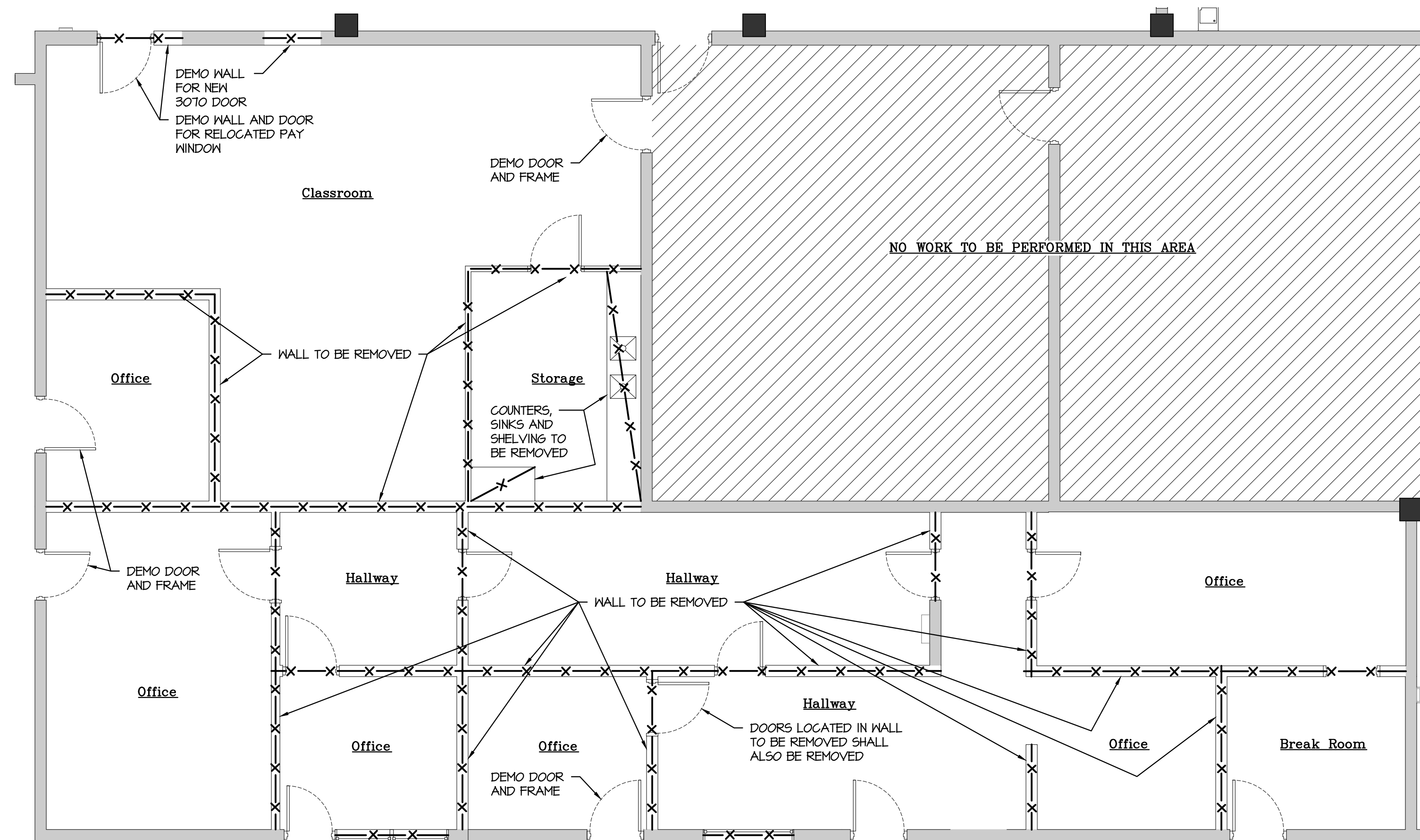
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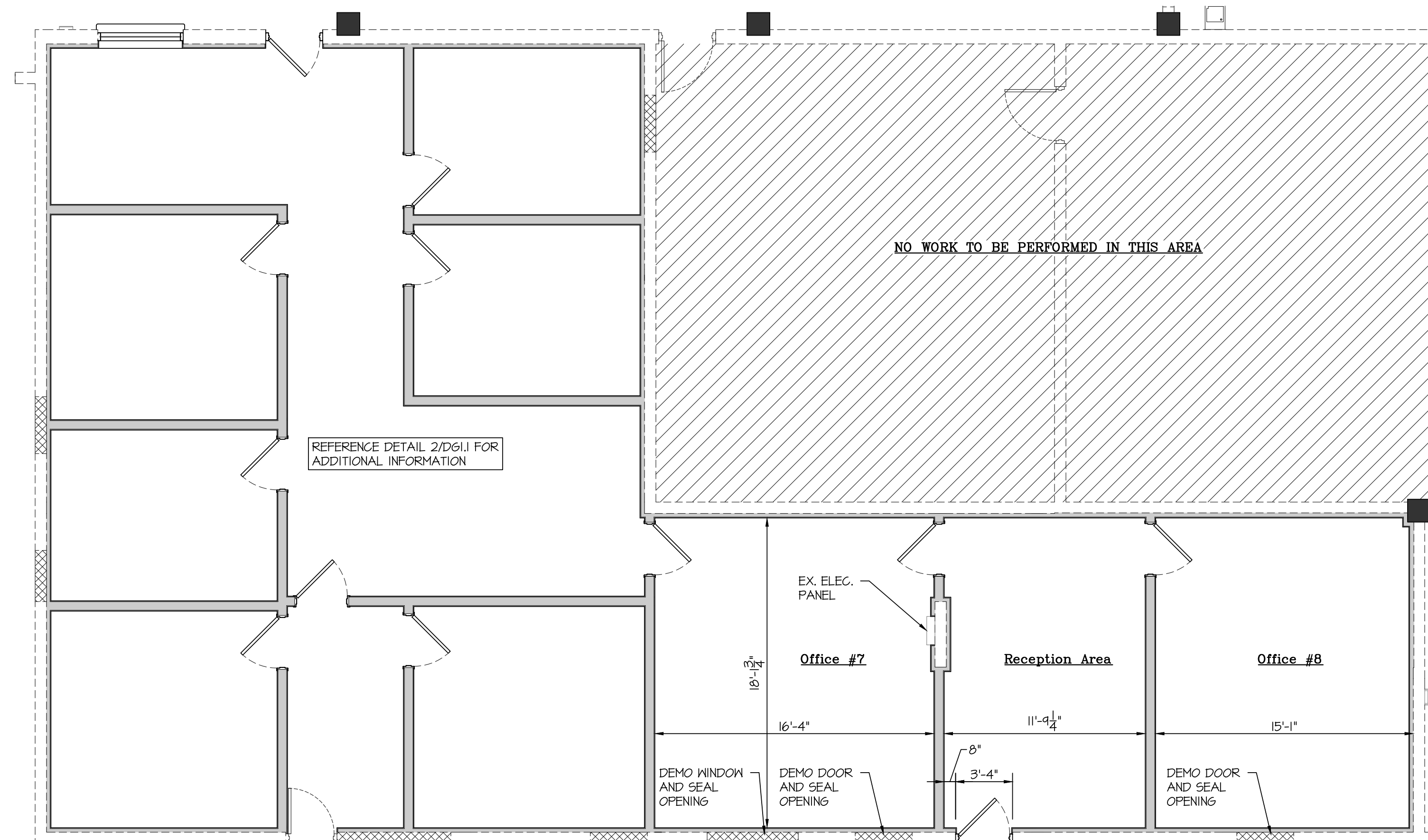
1 Partial Floor Plan - Existing
D61.1 3/16" = 1'-0"



3 Partial Floor Plan - Renovated (Base Bid)
D61.1 3/16" = 1'-0"



2 Partial Floor Plan - Demolition
D61.1 3/16" = 1'-0"



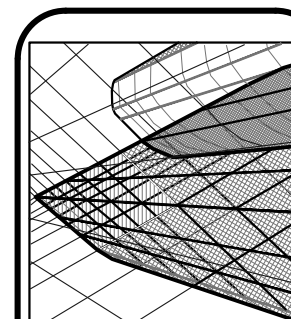
4 Partial Floor Plan - Renovated (Alternate Bid)
D61.1 3/16" = 1'-0"

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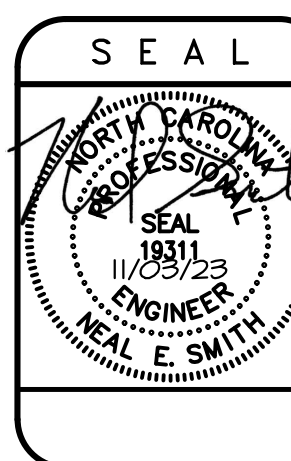
PARTIAL FLOOR PLAN ENLARGEMENT, DEMO PLANS AND RENOVATED FLOOR PLANS

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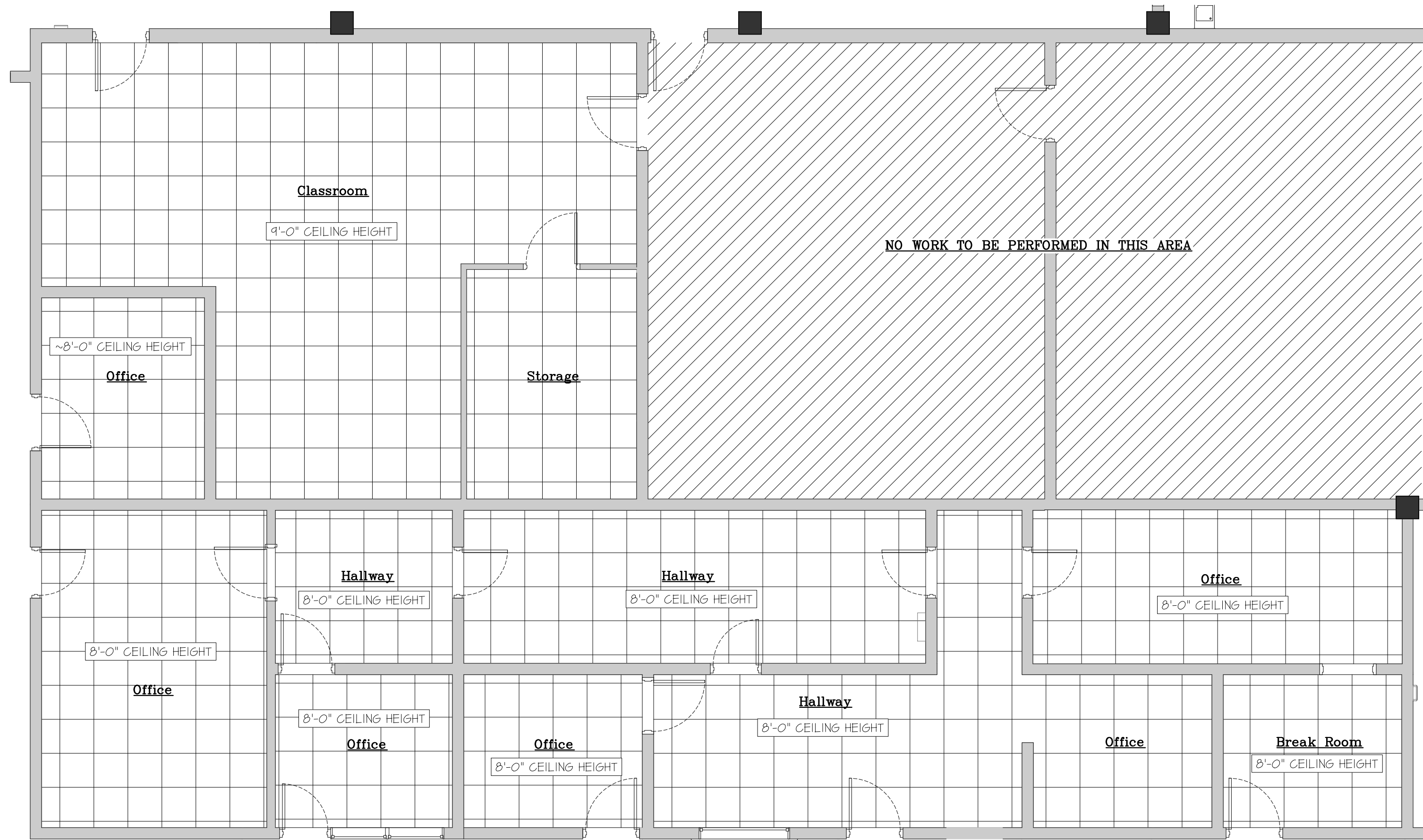
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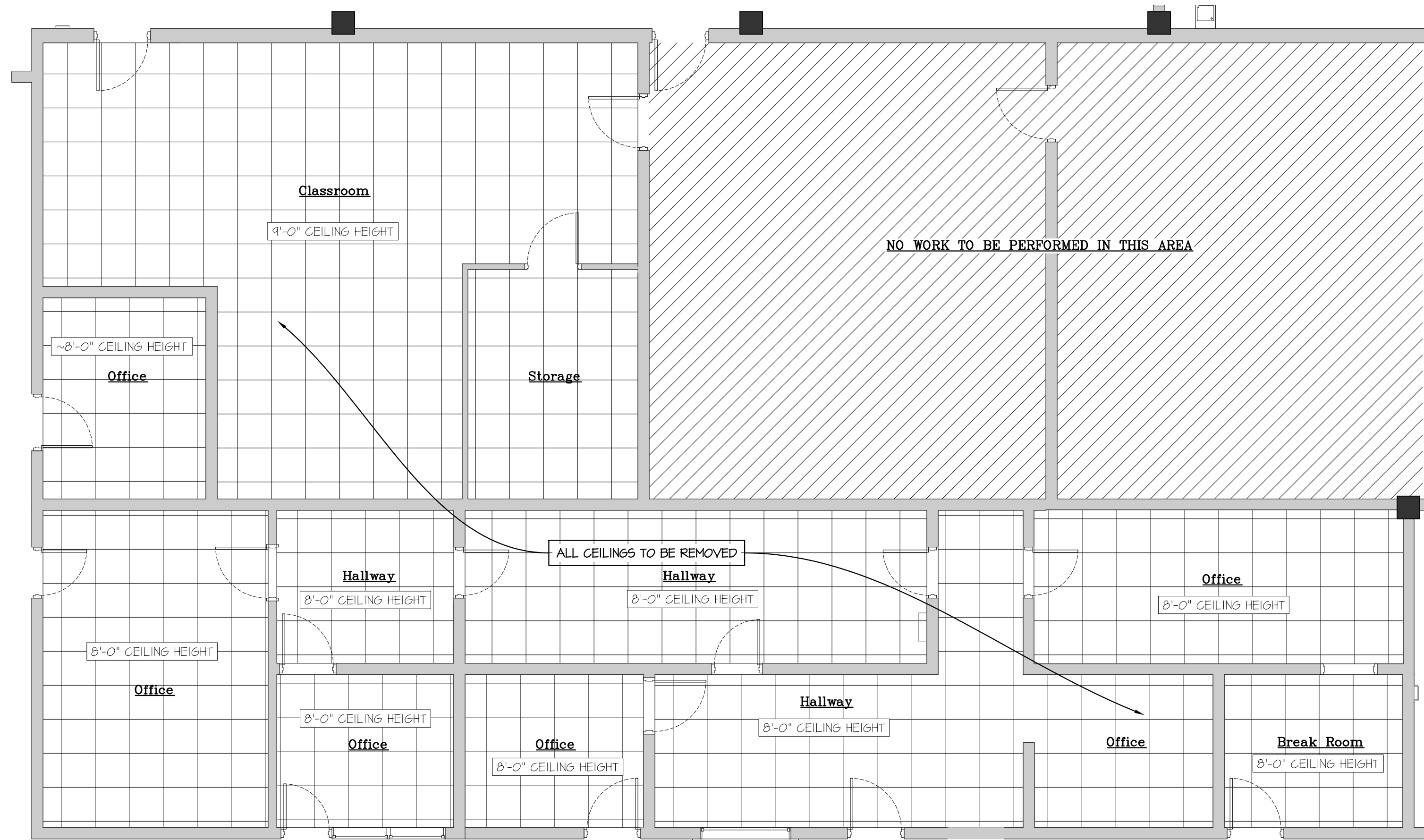
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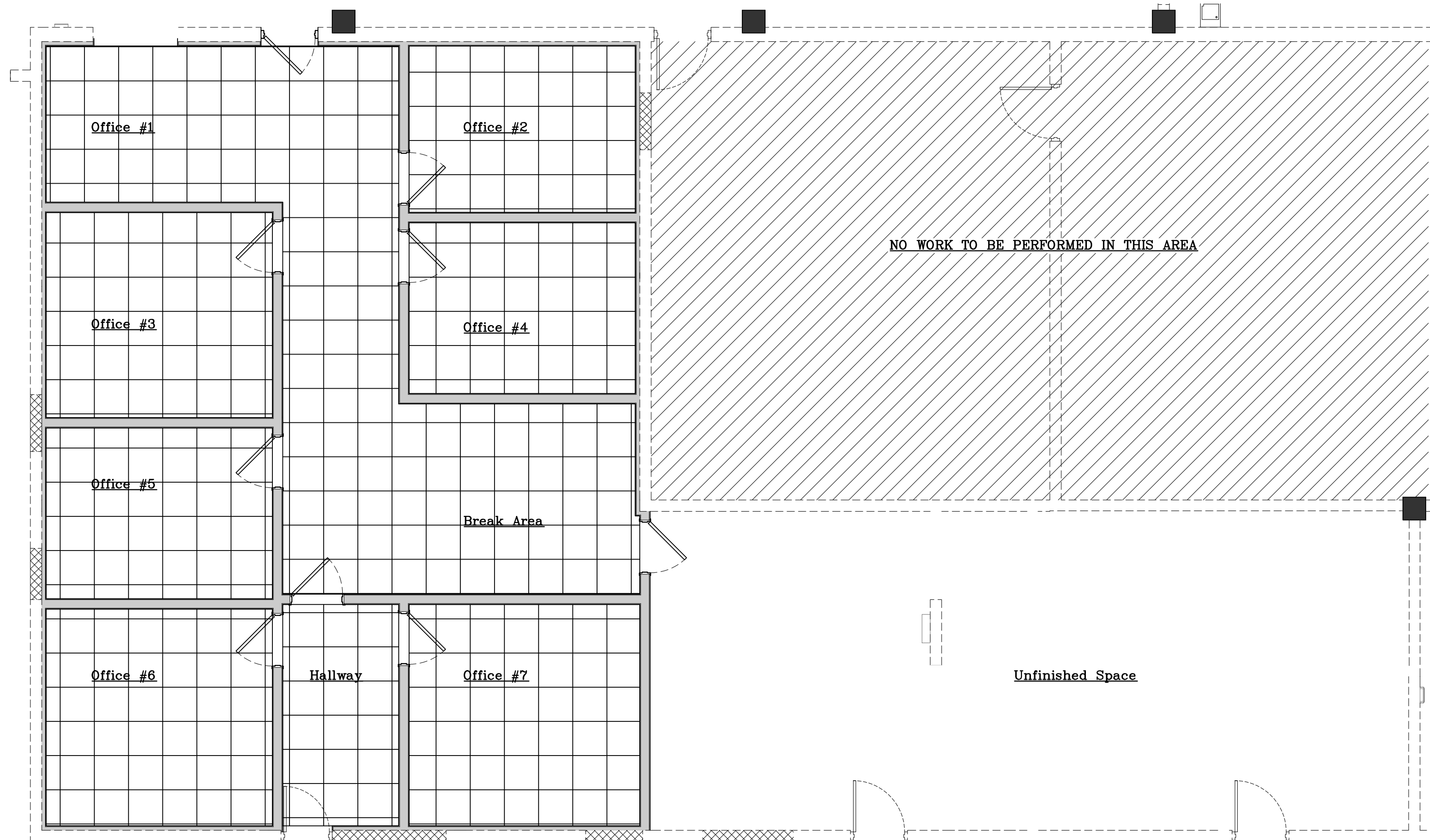
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1 Partial Ceiling Plan - Existing
DGL.2 3/16" = 1'-0"

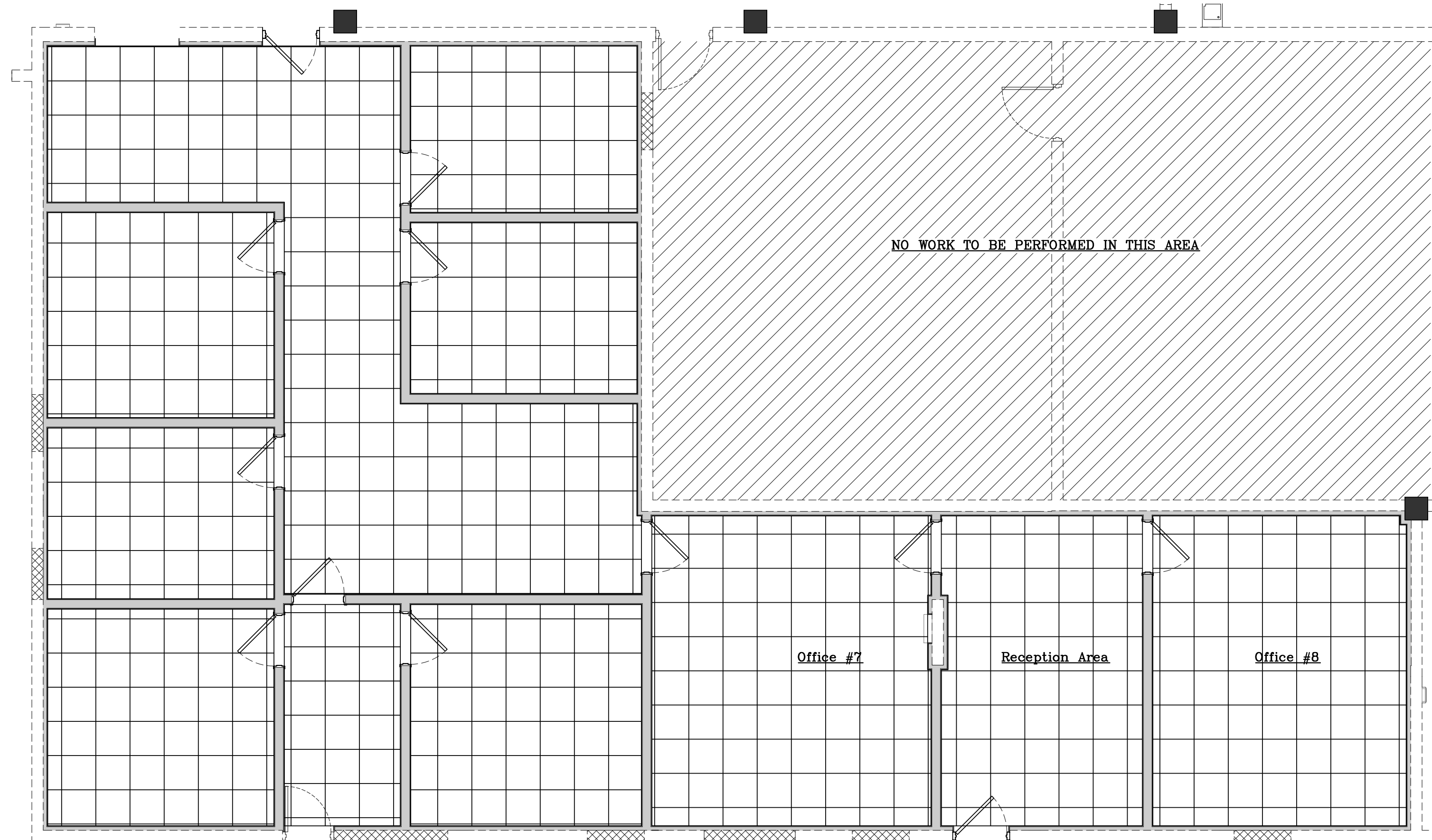


2 Partial Ceiling Plan - Demolition
DGL.2 3/16" = 1'-0"



3 Partial Ceiling Plan - Renovated (Base Bid)
DGL.2 3/16" = 1'-0"

Field Verify Heights with Field Conditions and Actual Layout with Electrical Plans



4 Partial Ceiling Plan - Renovated (Alternate Bid)
DGL.2 3/16" = 1'-0"

Field Verify Heights with Field Conditions and Actual Layout with Electrical Plans

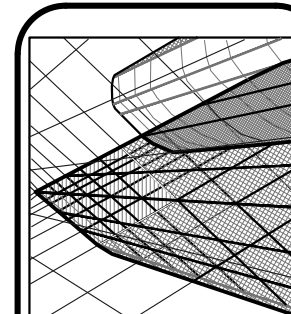
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EXISTING CEILING PLAN, DEMO CEILING PLANS AND RENOVATED CEILING PLANS

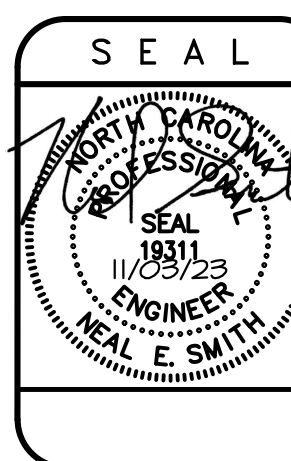
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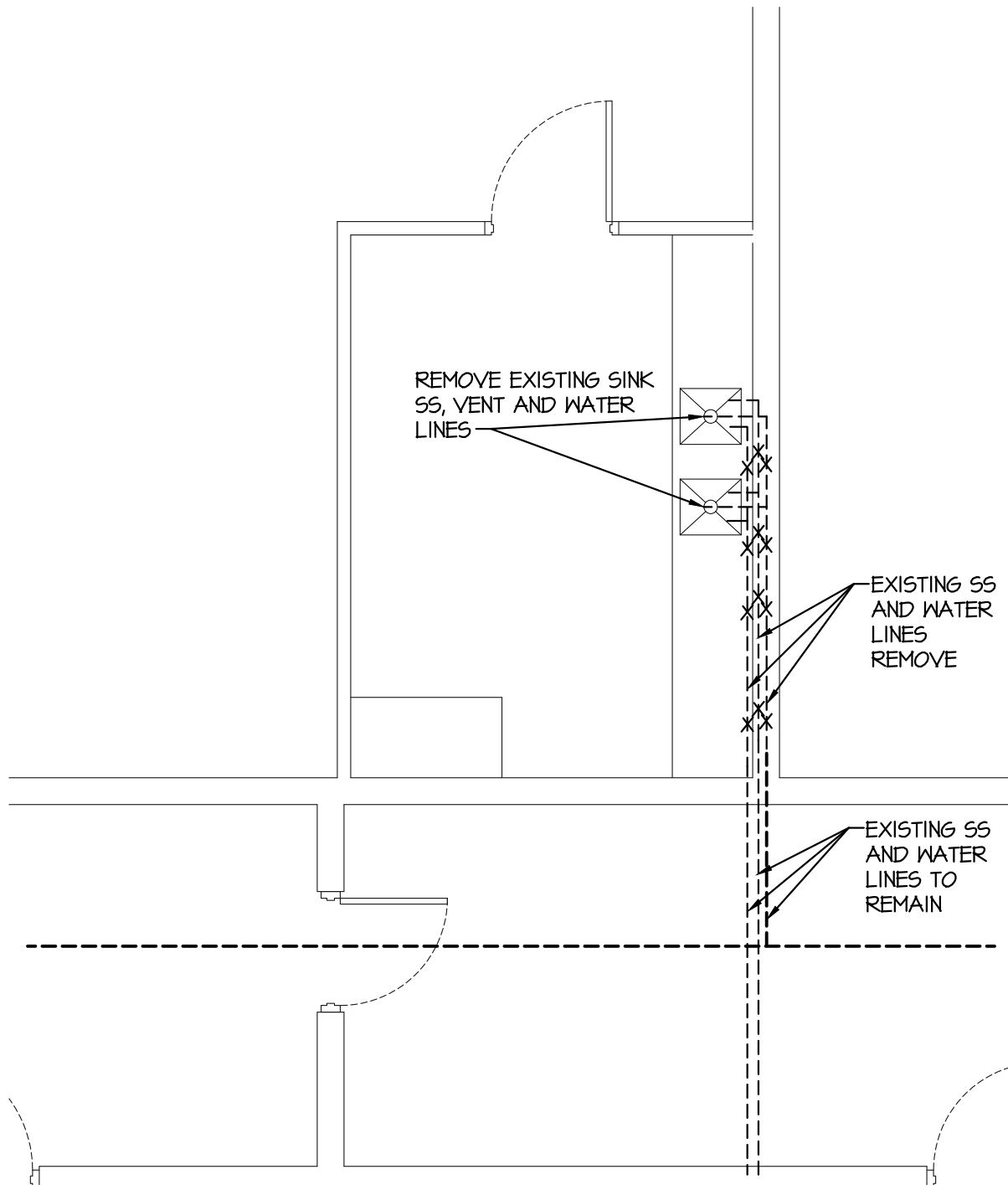
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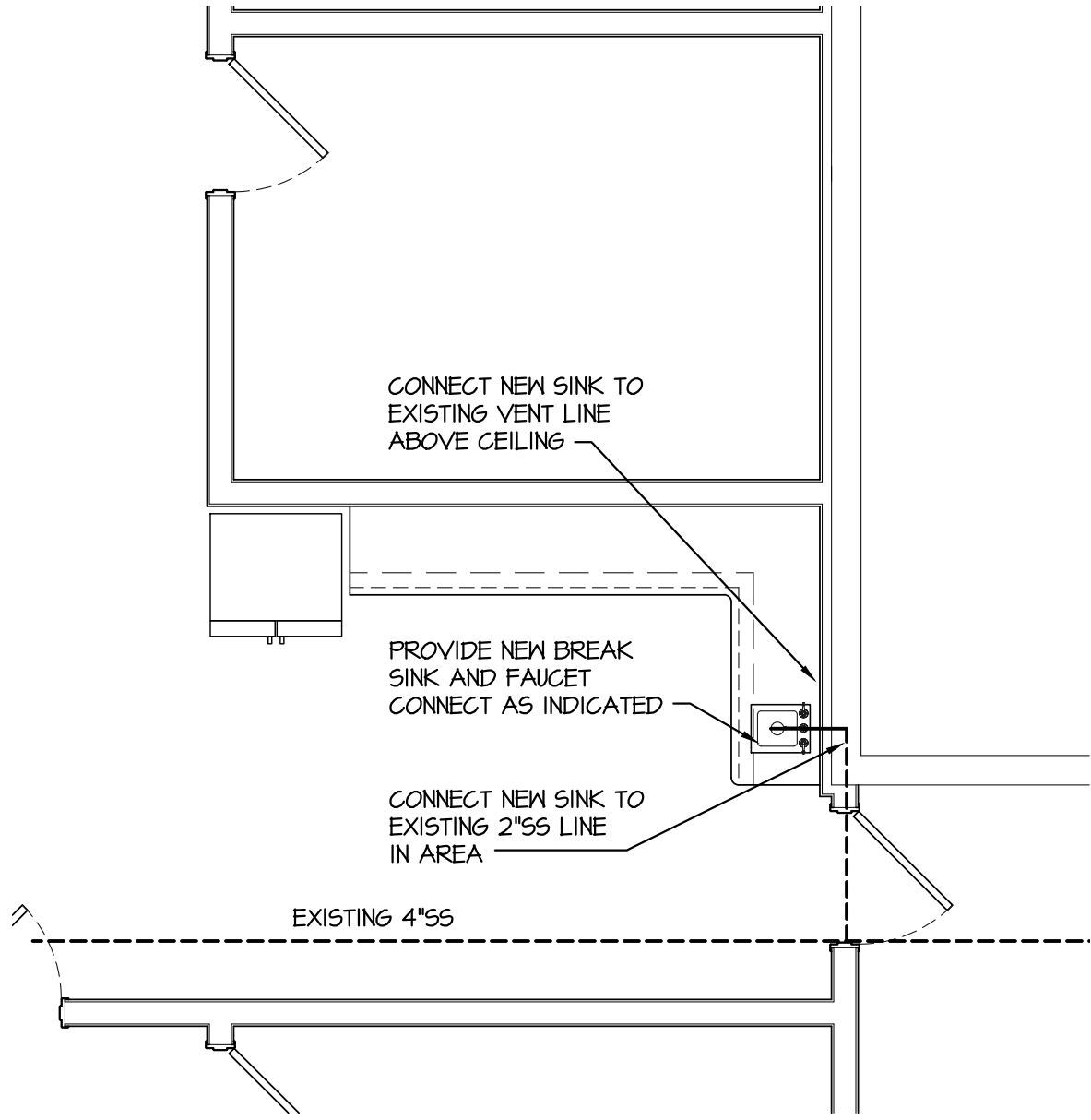
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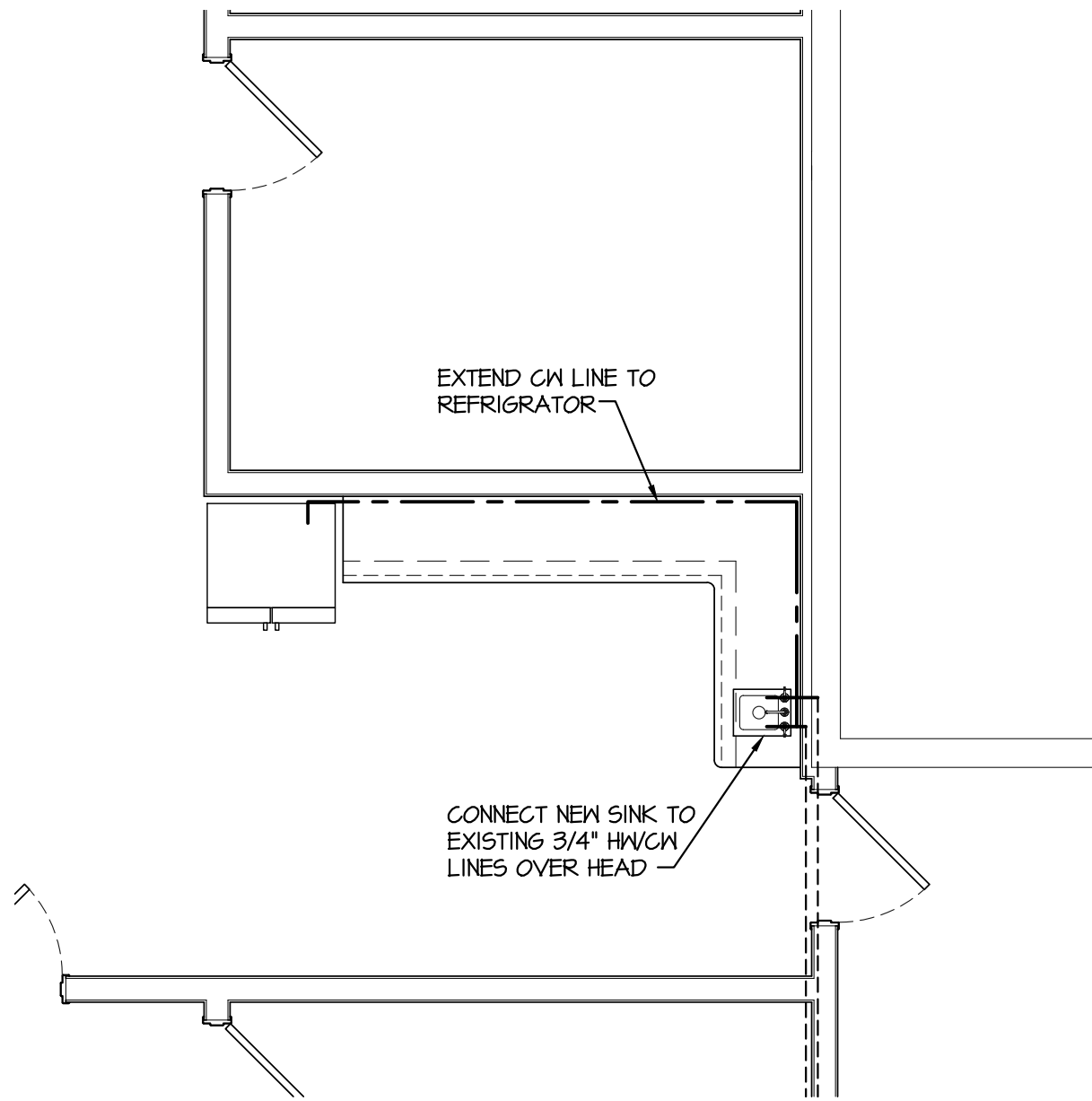
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1 PLUMBING DEMO
1/4" = 1'-0"



2 PLUMBING WASTE
1/4" = 1'-0"



3 PLUMBING WATER
1/4" = 1'-0"

PLUMBING GENERAL NOTES:

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE CODE AS WELL AS LOCAL AND OTHER APPLICABLE CODES.
- WATER LINES BELOW GRADE SHALL BE TYPE "K" COPPER INSULATED AND ABOVE GRADE TYPE "L" COPPER SUPPORTED AS REQUIRED AND SHALL BE HYDROSTATICALLY TESTED FOR TWO HOURS AT 100 PSI. STOPS SHALL BE PROVIDED ON HOT AND COLD WATER LINES. HOT WATER PIPING AND ALL PIPING ABOVE FINISHED CEILINGSS SHALL BE INSULATED WITH 1" CLOSED CELL RUBBER. THE ENTIRE WATER SYSTEM SHALL BE DISINFECTED PRIOR TO PLACING IN SERVICE. PEX MAY BE USED PER CODE.
- SANITARY SEWER LINES SHALL BE SCHEDULE 40 PVC.
- THE PLUMBING CONTRACTOR SHALL PROVIDE ALL OPENINGS REQUIRED FOR THE PLUMBING WORK AND SHALL INSTALL FIRE RATED SLEEVES WHEREVER PENETRATIONS OF RATED WALLS OR FLOORS ARE MADE. THE PATCHING SHALL BE BY THE PLUMBING CONTRACTOR. THE PLUMBING CONTRACTOR SHALL REVIEW ALL UTILITY SITE PLANS AND BUILDING PLANS FOR WORK BY OTHERS.
- LOCATION OF UTILITIES (WASTE AND WATER LINES, MANHOLES, ETC.) THAT ARE TO BE CONNECTED TO ARE ASSUMED. IT SHALL BE THE RESPONSIBILITY OF THE PLUMBING CONTRACTOR TO VERIFY THESE LOCATIONS AND MAKE THE FINAL CONNECTION AS REQUIRED.
- ALL PLUMBING LOCATED IN OR UNDER BEARING WALLS SHALL BE PROTECTED FROM BREAKAGE BY THE PLUMBING CONTRACTOR. SEE PLANS FOR LOCATION OF ALL BEARING WALLS. SEE STRUCTURAL DRAWINGS AND COORDINATE WITH GENERAL CONTRACTOR.
- INTERIOR SANITARY CLEANOUTS SHALL BE PLACED AT A MAXIMUM OF 100LF FROM THE MOST UP STREAM POINT.

PLUMBING LEGEND		
SYMBOL	ABBREVIATION	DESCRIPTION
----	CW	COLD WATER
----	HW	HOT WATER
----	SS	WASTE

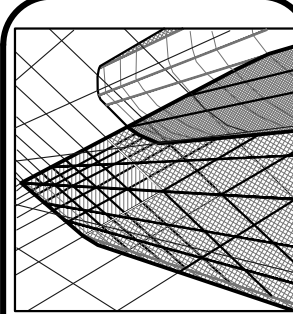
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PLUMBING PLANS

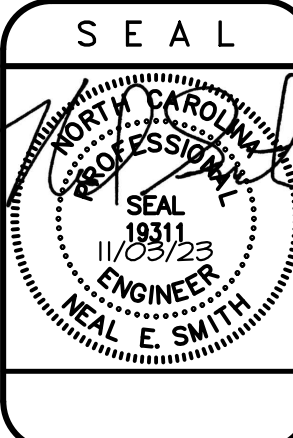
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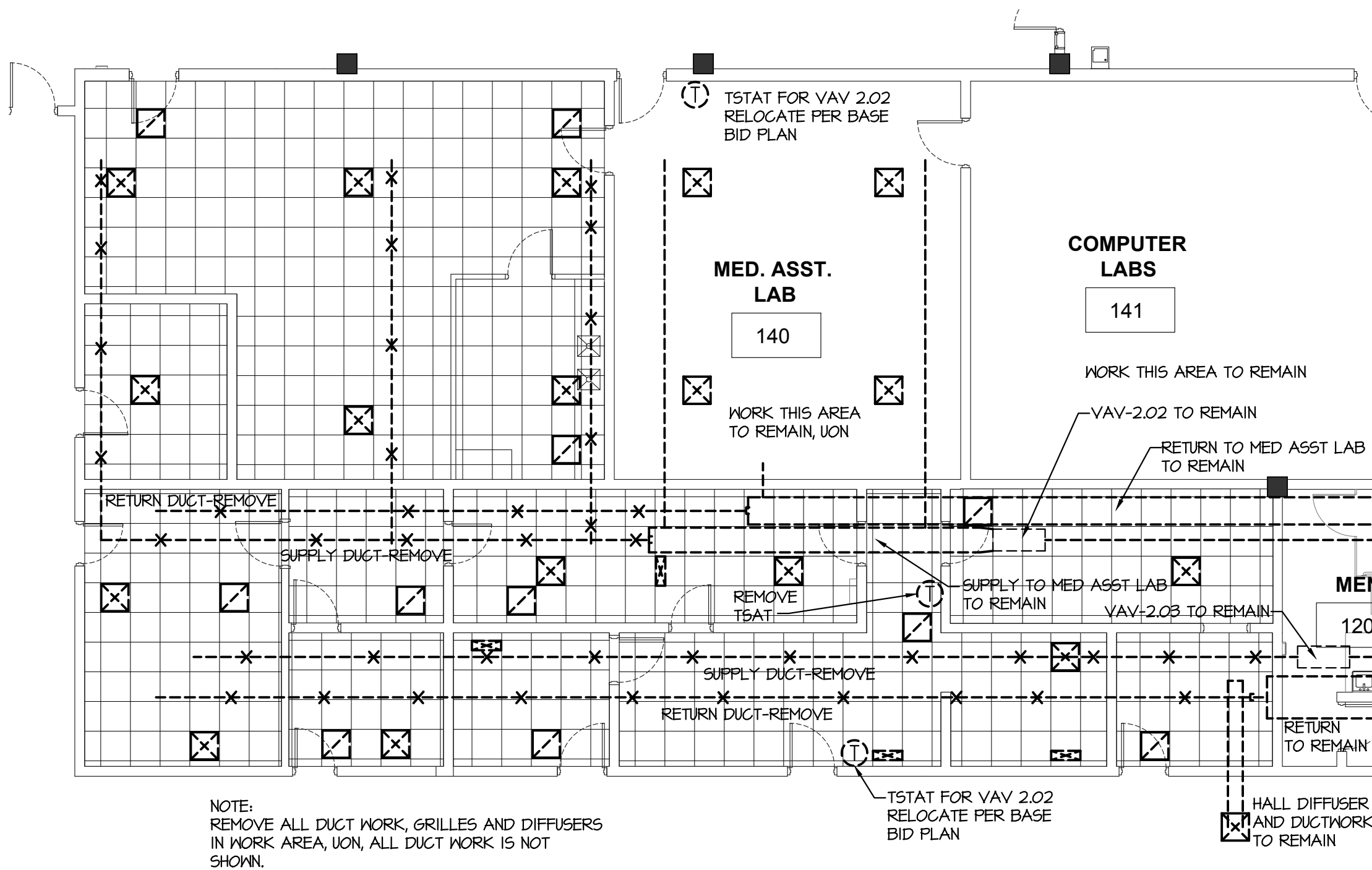
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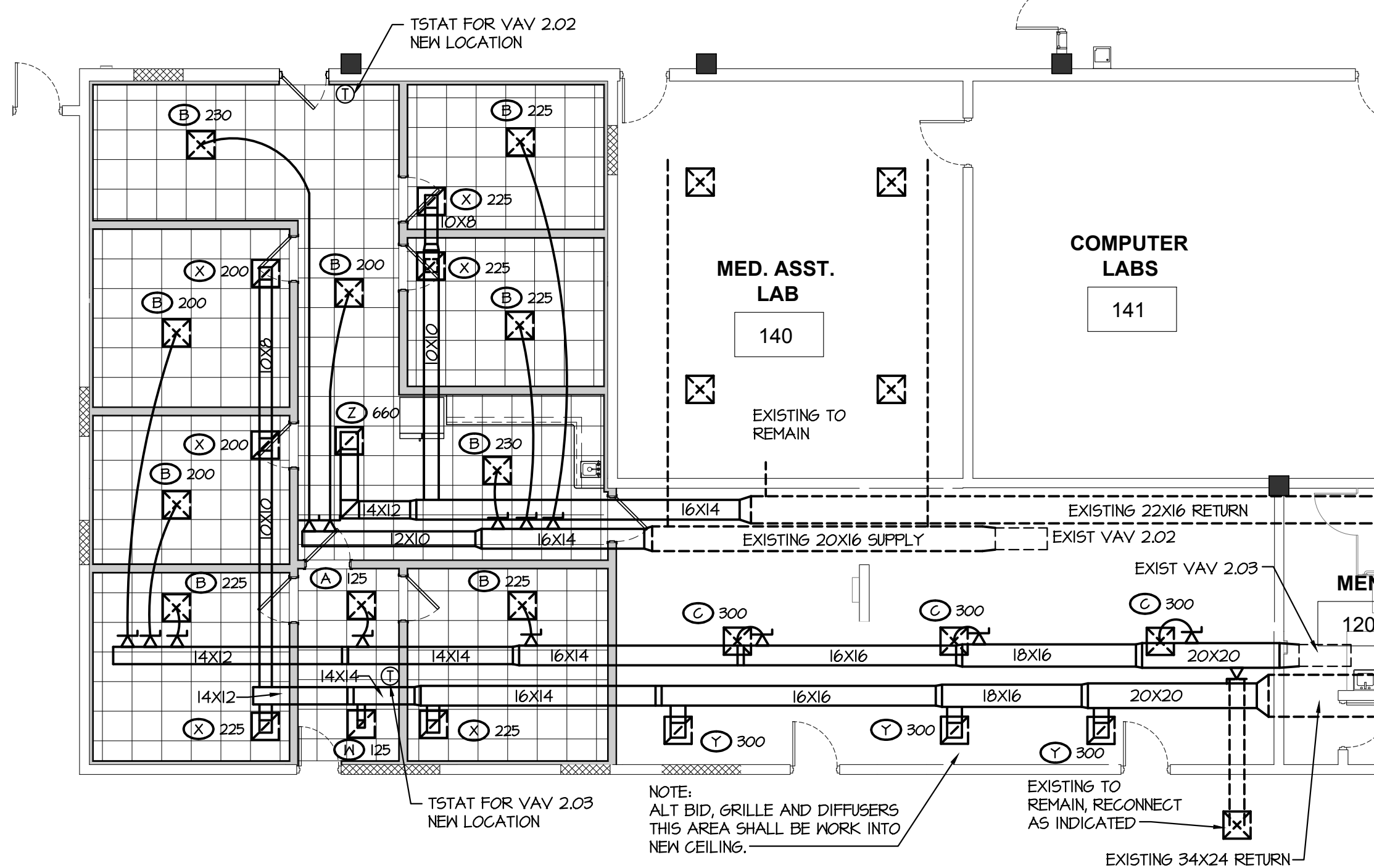
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1 MECHANICAL DEMO
1/8" = 1'-0"



2 MECHANICAL BASE BID
1/8" = 1'-0"

LEGEND		
SYMBOL	ABBREVIATION	DEFINITION
☒		SUPPLY AIR DIFFUSER
☐		RETURN AIR GRILLE
(A) 100		GRILLE, REGISTER, OR DIFFUSER DESIGNATION WITH CFM NOTED
↗		ELBOW WITH TURNING VANES
~		FLEX DUCT WITH SPIN-IN CONNECTION AND VOLUME DAMPER
CFM		CUBIC FEET PER MINUTE

MECHANICAL SPECIFICATIONS

SCOPE: WORK INCLUDES PROVIDING A FIRST CLASS WORKING SYSTEM, TESTED READY FOR OPERATION, COMPLETE WITH LABOR, MATERIALS, APPARATUS, TRANSPORTATION AS REQUIRED FOR THE INSTALLATION IN CONFORMANCE WITH THE DRAWINGS AND THESE SPECIFICATIONS.

THE CONTRACTOR SHALL REVIEW ALL PLANS AND VISIT SITE PRIOR TO BID TO DETERMINE THE EXTENT OF THE WORK. LACK OF KNOWLEDGE OF EXISTING CONDITIONS WILL NOT BE CONSIDERED A BASIS FOR CHANGE ORDERS. PRIOR TO ORDERING EQUIPMENT OR FABRICATED MATERIAL, CERTIFY, IN WRITING, AS ACCEPTABLE AND APPROPRIATE, ALL EQUIPMENT OR MATERIALS TO BE PROVIDED. THIS SHALL INCLUDE A SATISFACTORY EFFORT BY THE CONTRACTOR TO FIELD VERIFY THAT EVERYTHING WILL FIT TOGETHER. EXPENSE INCURRED BY THE CONTRACTOR THAT COULD HAVE BEEN AVOIDED BY THIS STEP SHALL NOT BE A BASIS FOR CHANGE ORDERS.

OBTAIN AND PAY FOR ALL REQUIRED PERMITS AND FEES. INITIATE, MAINTAIN, AND SUPERVISE ALL SAFETY PRECAUTIONS AND PROCEDURES.

COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES.

CONTRACTOR SHALL ARRANGE FOR ALL INSPECTIONS.

COORDINATE ALL WORK WITH ALL WORK OF OTHER TRADES.

ALL EQUIPMENT AND MATERIALS SHALL BE OF THE TYPE, SIZE, AND MANUFACTURER INDICATED ON THE DRAWINGS OR AS SPECIFIED OR AN APPROVED EQUIVALENT.

EQUIPMENT THAT IS REQUIRED BY CODE OR IS SPECIFIED TO HAVE "UL" OR SIMILAR LISTING, SHALL BE INSTALLED AS REQUIRED TO MEET THAT LISTING.

DUCTWORK SHALL BE GALVANIZED STEEL CONSTRUCTED AND INSTALLED AS RECOMMENDED BY SMACNA. SHEET METAL GAUGES SHALL BE IN ACCORDANCE WITH SMACNA. FLEXIBLE DUCTWORK SHALL BE FACTORY INSTALLED WITH VAPOR BARRIER JACKET, THERMOFLEX TYPE GM OR EQUIVALENT AND UL LISTED AND LABELED "LISTED AIR DUCT". FLEXIBLE AIR CONNECTORS LABELED "LISTED AIR CONNECTOR" AND AIR CONNECTORS SHALL NOT EXCEED 14'-0" IN LENGTH.

INSULATE DUCTWORK WITH 1/2" THICK FIBERGLASS DUCT WRAP WITH FOIL VAPOR BARRIER JACKET. (MANVILLE, OWENS CORNING, OR CERTAINTED). EXPOSED SPIRAL DUCT SHALL BE DOUBLE WALL WITH INTERIOR INSULATION. DUCT SHALL BE PAINTABLE

THE CONTRACTOR SHALL DELIVER THE MECHANICAL MATERIALS AND EQUIPMENT COVERED BY THE PLANS AND SPECIFICATIONS TO THE OWNER COMPLETE AND IN FIRST CLASS CONDITION IN EVERY RESPECT. HE SHALL GUARANTEE THAT THE MATERIALS, EQUIPMENT, AND WORKMANSHIP PROVIDED BY HIM SHALL BE ENTIRELY FREE FROM DEFECTS, AND THAT HE WILL REPAIR OR REPLACE AT HIS OWN EXPENSE AS MAY BE DIRECTED BY THE OWNER, ANY MATERIALS, EQUIPMENT OR WORKMANSHIP IN WHICH DEFECTS MAY DEVELOP.

WARRANTY: PROVIDE WARRANTY FOR A PERIOD OF 24 MONTHS AGAINST DEFECTIVE WORKMANSHIP AND MATERIAL AFTER FINAL ACCEPTANCE AT NO ADDITIONAL COST TO THE OWNER.

AIR FLOWS FOR ALL PARTS OF THE SYSTEM SHALL BE BALANCED TO 10% OF THE VALUES INDICATED ON THE DRAWINGS. TEST ENTIRE SYSTEM TO INSURE PROPER OPERATION IN ALL MODES OF OPERATION. PROVIDE T4B REPORT TO ENGINEER.

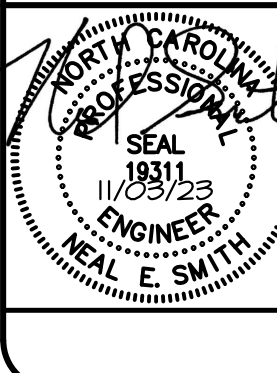
PROVIDE ENGINEER ALL REQUIREMENTS FOR APPENDIX 5 OF NCEC

GRILLE, REGISTER & DIFFUSER SCHEDULE								
MARK	APPLICATION	MANUFACTURER	MODEL NO.	OUTLET SIZE	MATERIAL	FINISH	VOLUME DAMPER	REMARKS
(A)	SUPPLY DIFFUSER	METALAIRE	T550	6" DIA	ALUMIN.	WHITE	YES	24X24
(B)	SUPPLY DIFFUSER	METALAIRE	T550	8" DIA	ALUMIN.	WHITE	YES	24X24
(C)	SUPPLY DIFFUSER	METALAIRE	T550	10" DIA	ALUMIN.	WHITE	YES	24X24
(M)	RETURN GRILLE	METALAIRE	T550R	6X6	ALUMIN.	WHITE	NO	24X24
(X)	RETURN GRILLE	METALAIRE	T550R	8X8	ALUMIN.	WHITE	NO	24X24
(Y)	RETURN GRILLE	METALAIRE	T550R	10X10	ALUMIN.	WHITE	NO	24X24
(Z)	RETURN GRILLE	METALAIRE	T550R	14X14	ALUMIN.	WHITE	NO	24X24

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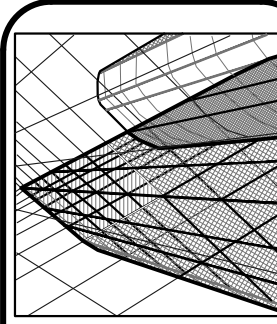


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MECHANICAL PLAN

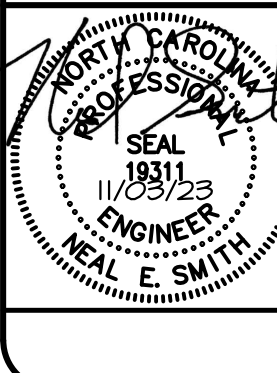
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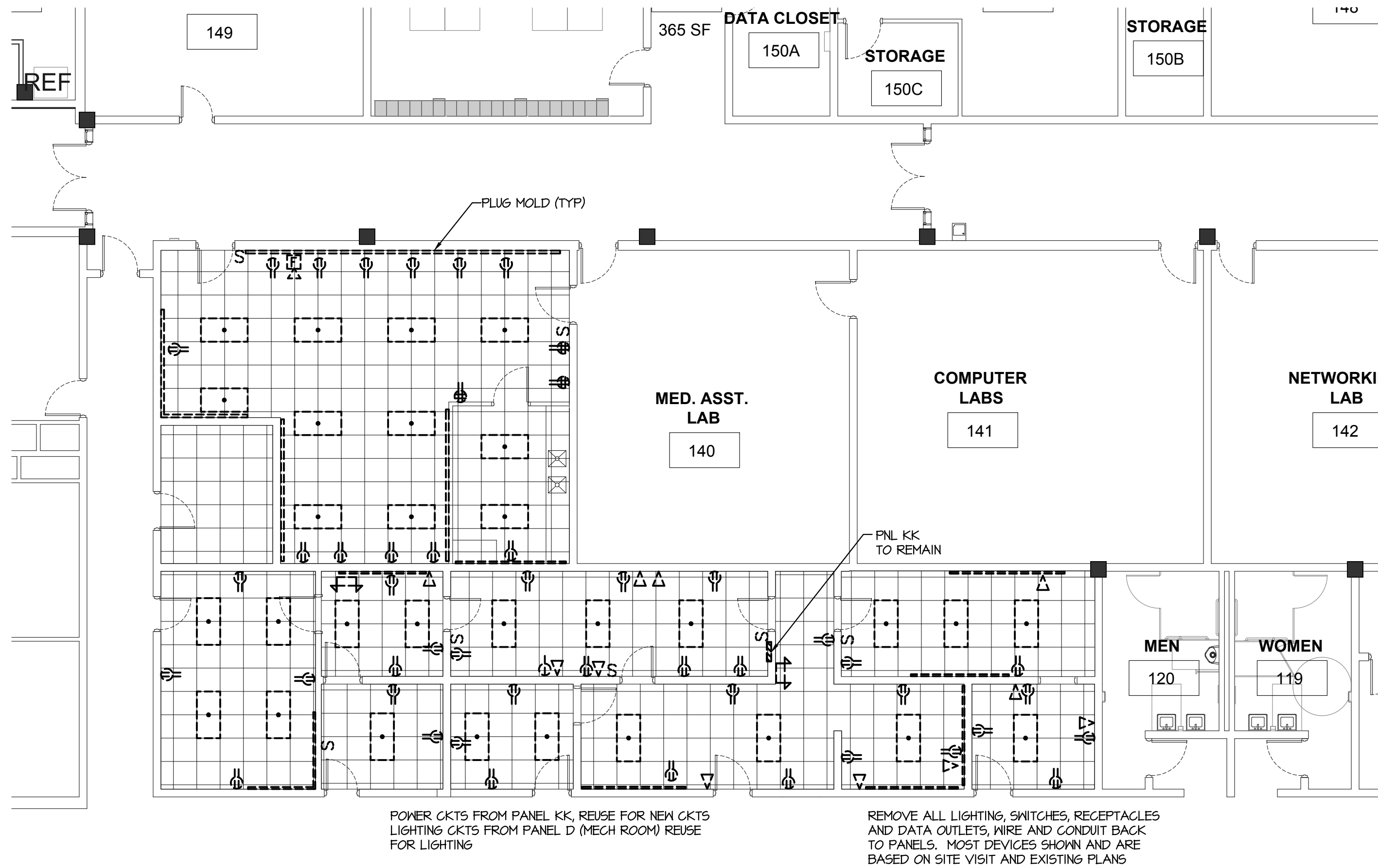
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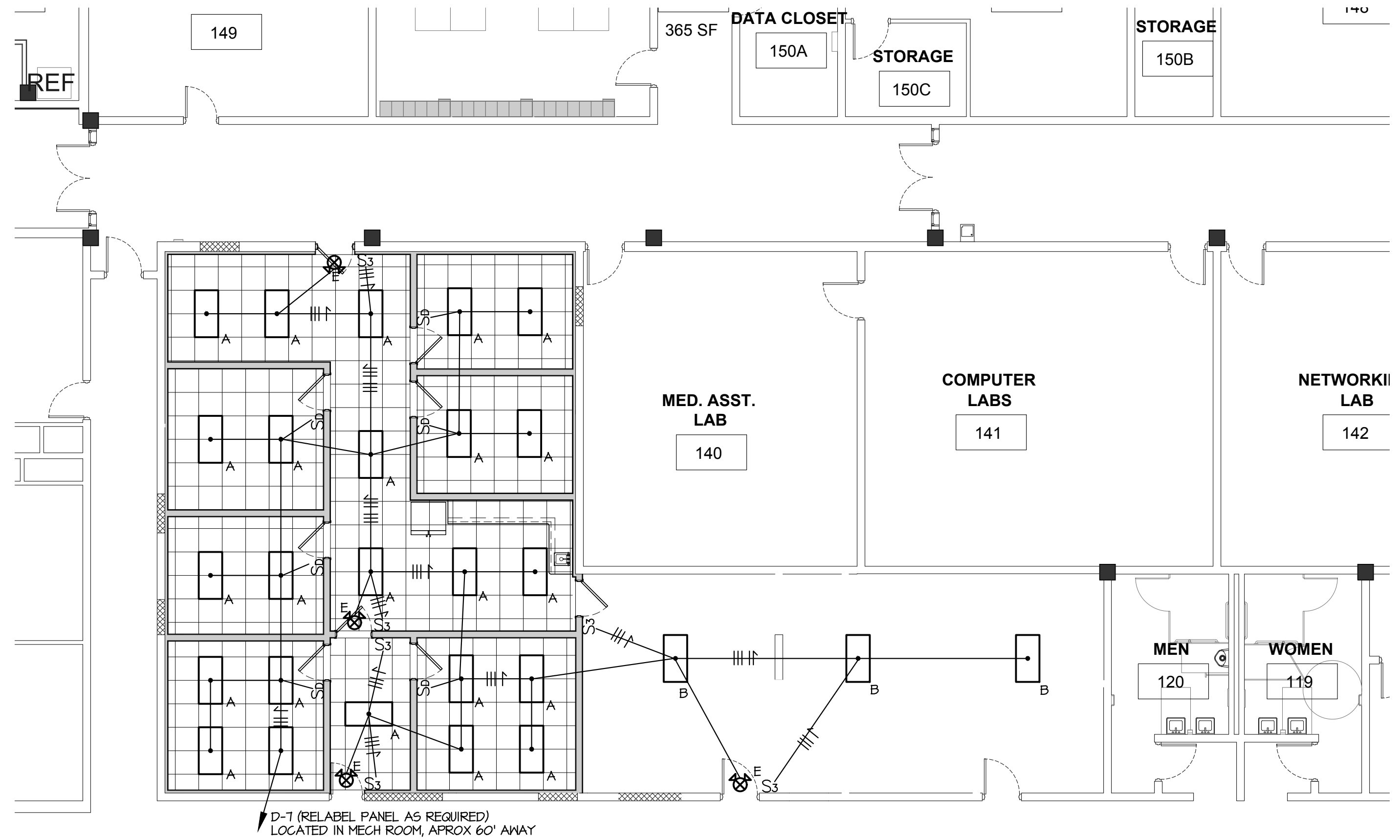
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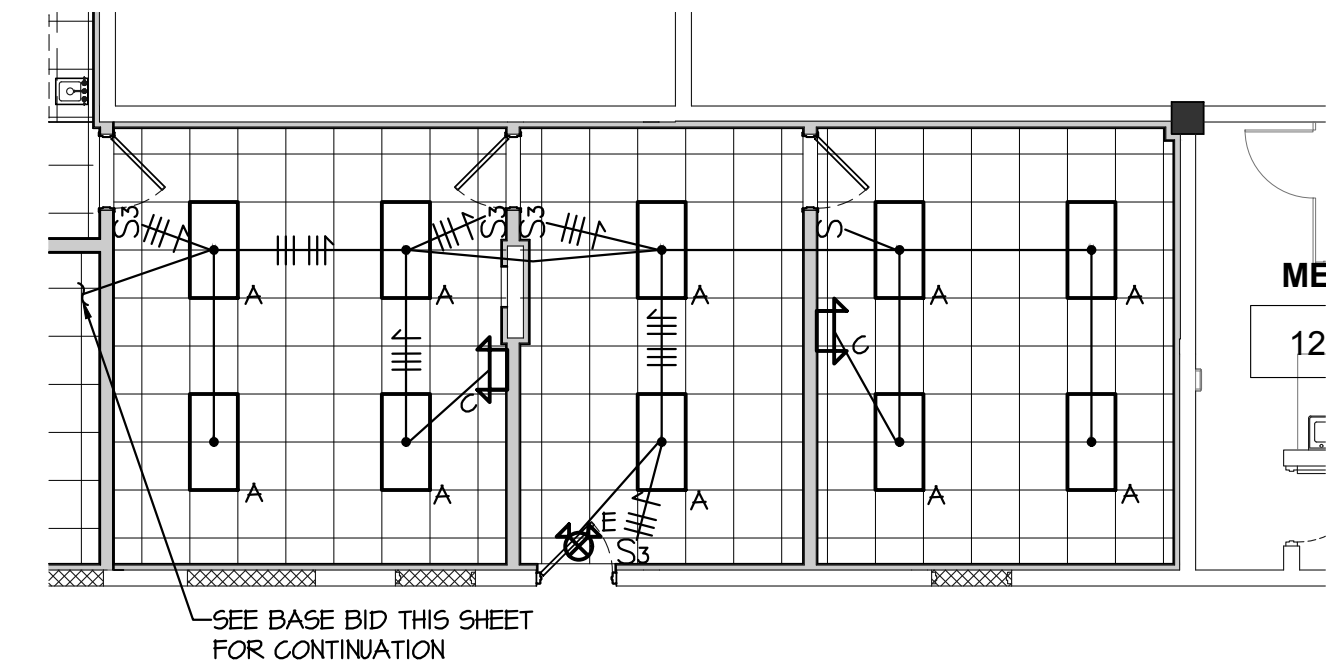


1 ELECTRICAL DEMOLITION
E1 1/8" = 1'-0"

LIGHTING FIXTURE SCHEDULE							
TYPE	MANUFACTURER	CATALOG NUMBER	LAMP	WATTS	BALLAST	MOUNTING	REMARKS
A	ELITE OR CALE OR EQ	24FPLLED3000/4000/5000OLDIMQM/VOLT35K85	LED	42	--	RECESSED	
B	ELITE OR CALE OR EQ	24FPLLED3000/4000/5000OLDIMQM/VOLT35K85	LED	42	--	SURFACE	
C	MAXILIME OR EQ	ELMLEDB23HL	LED	2	--	WALL MTD	MIN 6'-0" AFF
E	MAXILIME OR EQ	ELX62BRW	LED	3	--	SURFACE	



2 LIGHTING PLAN - BASE BID
E1 1/8" = 1'-0"



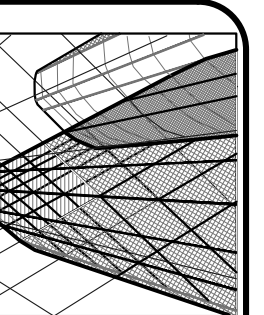
3 LIGHTING PLAN - ALT. BID
E1 1/8" = 1'-0"

MONTGOMERY COMMUNITY COLLEGE
TROY, NC

LIGHTING PLAN

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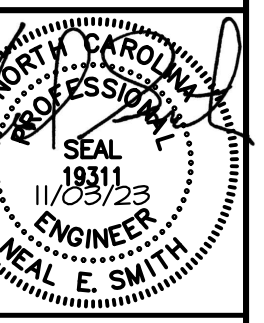
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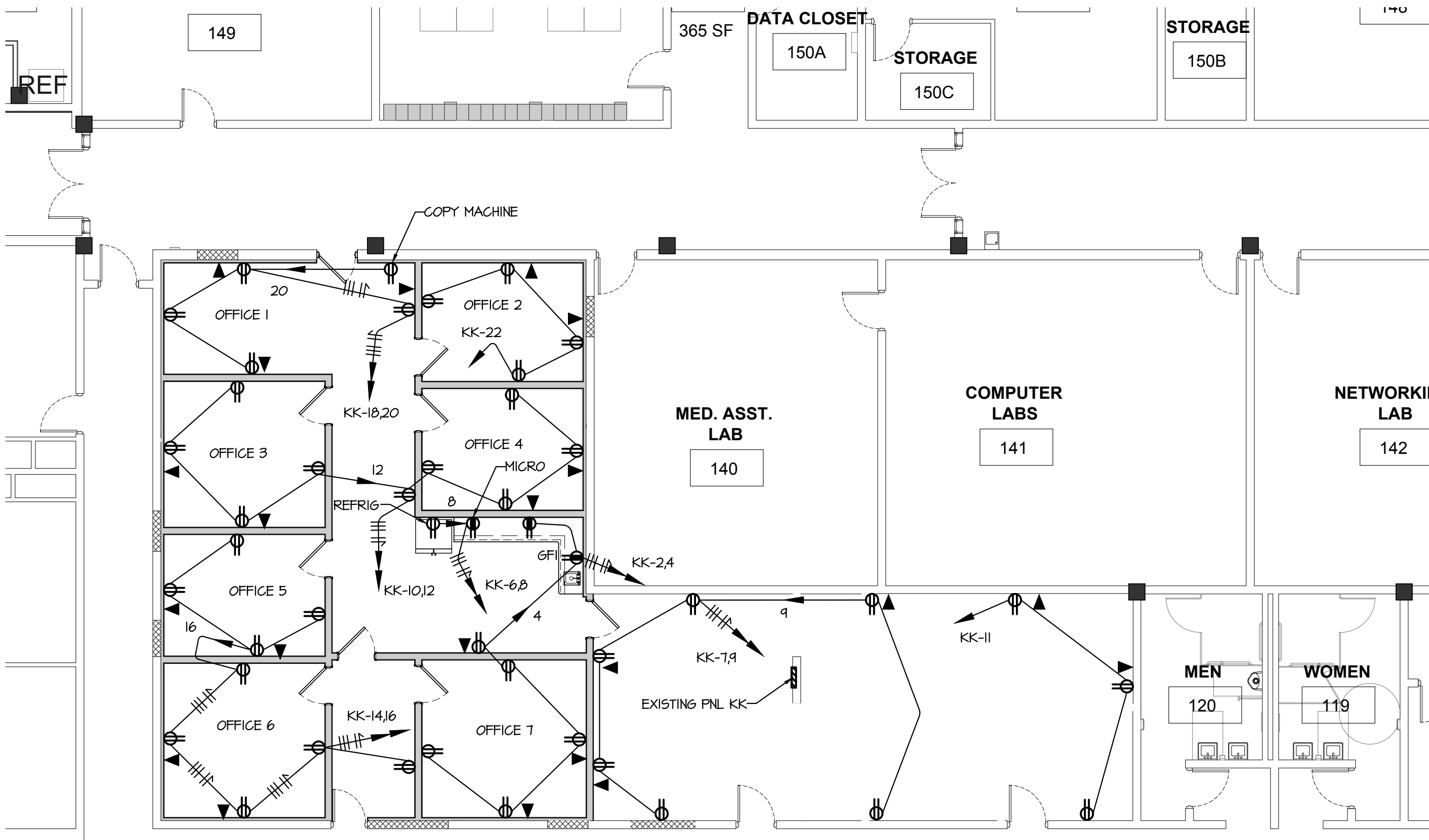
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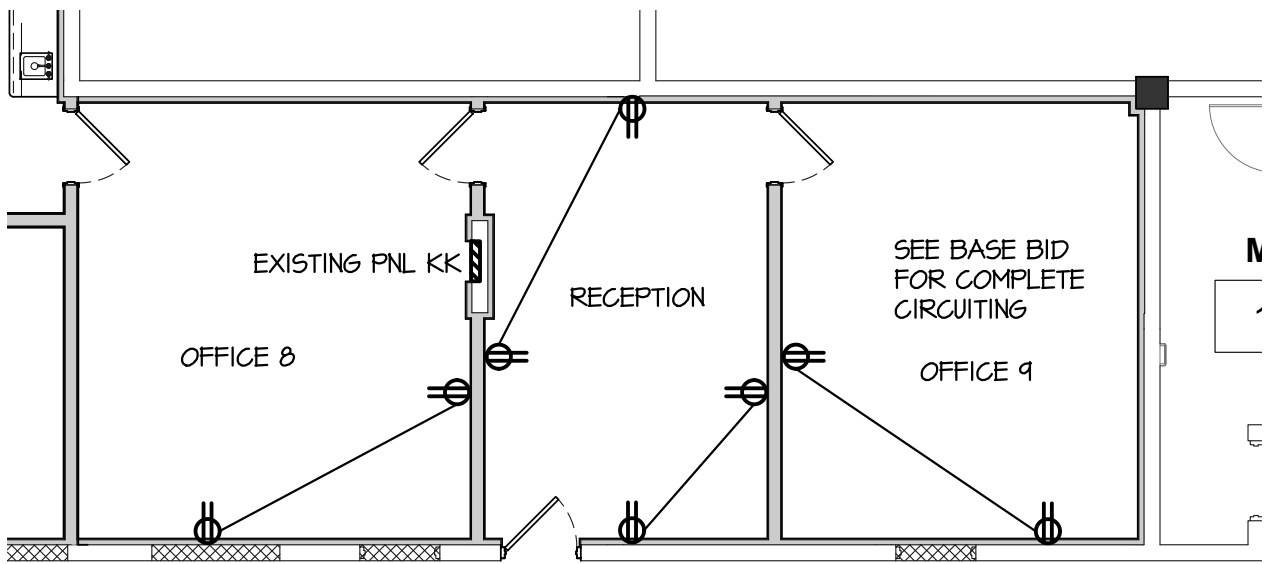
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1
E2 POWER PLAN - BASE BID
1/8" = 1'-0"



2
E2 POWER PLAN - ALT BID
1/8" = 1'-0"

EXISTING PANEL 'KK' SCHEDULE																			
125A, M.C.B., 120/208 V, 3 PHASE, 4 WIRE, SN, GND BUS, FLUSH MOUNT																			
LOAD SERVED	LOAD (AMPS)			BKR	WIRE SIZE	WIRE	TRIP	CKT NO.											LOAD SERVED
	A	B	C																
LIGHTS-PENTHOUSE	E				20	12	1												REC-BREAK
LTS-55-LOBBY		E			20	12	3												REC-OFFICE 7
LTS-REC-PYR POLE			E		20	12	5												MICROWAVE
REC-COMP LAB	E				20	12	7												REFRIGERATOR
REC-COMP LAB		E			20	12	4												REC-OFFICE 4
REC-COMP LAB			E		20	12	11												REC-OFFICE 3
REC-COMP LAB	E				20	12	15												REC-OFFICE 6
REC-MED ASST		E			20	12	15												REC-OFFICE 5
REC-OFFICE 8			6		20	12	17												REC-OFFICE 1
REC-RECEPTION	6				20	12	14												COPY MACH
REC-OFFICE 1		6			20	12	21												REC- OFFICE 2
SPARE			0		20	--	23												SPARE
SPARE		0			20	--	25												SPARE
REC-BOARDRM		E			20	12	27												REC-PRESIDENT
REC-CORR 2			E		20	12	24												LTS-CONF RM
KITCHEN BDRM	E				20	12	31												CORR BOARD RM
EWG CORR 2		E			20	12	33												LTS-BD RM CORR
BAS PETHOUSE			E		20	12	35												TEL REC EG
EMERG LT	E				20	12	37												WM COMP RM LEFT
SPARE		0			30	--	34												WM COMP RM RIGHT
			0																BELLS RM PRES OFF
			0																
TOTAL	6	6	6														24	24	18
TOTAL ADDITIONAL CONNECTED AMPS A:30 B:30 C:24																			

RELABEL PANEL AT COMPLETION OF PROJECT

LIGHTING

- LED LIGHTING FIXTURE
- EXIT COMBO LIGHTING FIXTURE, CONNECT AHEAD OF SWITCH
- EMERGENCY BATTERY UNIT, CONNECT AHEAD OF SWITCH
- S3 THREE WAY SWITCH - 20A, 125/2TTV, MOUNT 48" AFF
- S0 DIMMER SWITCH - 20A, 125/2TTV, MOUNT 48" AFF

RECEPTACLES

- DUPLEX RECEPTACLE - 20A, 125V, 2P, 3W GND TYPE, MOUNT 18" AFF, UON
- DUPLEX RECEPTACLE - 20A, 125V, 2P, 3W GND TYPE, MOUNT ABOVE COUNTER
- GFI GROUND FAULT INTERRUPTER
- WP WEATHER PROOF

POWER

- EXISTING PANELBOARD 120/208V, 3PH, 4W
- BRANCH CIRCUIT HOMERUN - PANEL LA, CIRCUITS #1 AND #3. TICK MARKS INDICATE WIRE COUNT IF MORE THAN TWO #12 AND A GROUND. FLAGGED TICK MARK (↑) INDICATES GROUND WIRE.

DATA

- DATA OUTLET, RUN 3/4" EC TO 3" ABOVE CEILING, PROVIDE GROMMET MOUNT 18" AFF, UON

ELECTRICAL NOTES

WIRE AND CABLE SHALL BE INSULATED , TYPE THWN, 600 VOLTS, WITH COPPER CONDUCTORS. CONDUCTOR SIZES NO. 8 AWG AND LARGER MUST BE STRANDED. CONDUCTORS SIZES NO. 10 AWG AND SMALLER MAY BE SOLID OR STRANDED. NO ROMEX PERMITTED.

EMT SHALL BE GALVANIZED STEEL TUBING, 3/4" MINIMUM SIZE, EQUAL TO ELECTRUNITE BRAND OR APPROVED AND USED ONLY WITH HEXAGONAL ALL STEEL COMPRESSION FITTINGS. MC CABLE WILL BE ALLOWED.

FLEXIBLE METAL CONDUIT SHALL BE 1/2" MINIMUM SINGLE STRIP, STEEL, HOT DIPPED GALVANIZED INSIDE AND OUTSIDE, MAXIMUM LENGTH 12 INCHES FOR LIGHTING AND 36" FOR MOTORS.

ALL CONDUCTORS SHALL BE COPPER WITH A MINIMUM SIZE OF #12 AWG

THE MOUNTING HEIGHTS AND LOCATIONS OF ALL WALL MOUNTED OUTLETS AND JUNCTION BOXES SHALL BE REVIEWED AND COORDINATED WITH THE OWNER, PRIOR TO INSTALLATION, FOR USE WITH THE ACTUAL EQUIPMENT. WIRING DEVICES SHALL BE HUBBELL, BRYANT OR LEVITON.

EACH CONTRACTOR WILL PROVIDE HIS OWN SUPPORT OF ALL DEVICES AND EQUIPMENT PROVIDED BY HIM AND SHALL SUPPORT SUCH EQUIPMENT PER APPROVED GOVERNING CODES OR PER APPROVAL OF THE ENGINEER. UNACCEPTABLE WORKMANSHIP OR MATERIALS SHALL BE REPLACED AT THE REQUEST OF THE ENGINEER AT THE CONTRACTORS EXPENSE.

THE CONTRACTOR SHALL REFER TO THE BUILDING PLANS FOR FLOOR PLAN DIMENSIONS.

THE CONTRACTOR SHALL COORDINATE ANY AND ALL WORK WITH OTHER TRADES INVOLVED IN THIS PROJECT PRIOR TO THE INSTALLATION OF HIS EQUIPMENT, SO AS TO AVOID CONFLICTS DURING CONSTRUCTION AND ALLOW FOR OPTIMUM WORKING SPACE AND MAINTENANCE.

WHERE EQUIPMENT PENETRATES WALLS THEY SHALL BE PROPERLY SEALED WITH METHODS APPROVED BY THE ENGINEER.

MONTGOMERY COMMUNITY COLLEGE
TROY, NC
POWER PLAN

REVISIONS:

Neal Smith Engineering, Inc.
139 Pinhurst Avenue - Suite C
Southern Pines, NC 28387
Phone: (910) 695-8825
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JOB NUMBER:
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DRAWING KEY:
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BID/ACCEPTANCE FORM

for

Contractors are required to schedule a site visit before bidding.

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with Montgomery 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 Montgomery Community College for the sum of:

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

Alternate 1: _____ **Dollars \$** _____

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.)

ACCEPTED by

Montgomery Community College

BY: _____ TITLE: _____

GENERAL CONDITIONS

1. GENERAL

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

2. DEFINITIONS

Owner: "Owner" shall mean, Montgomery Community College.

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

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

3. INTENT AND EXECUTION OF DOCUMENTS

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

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

4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS (if applicable)

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

5. SUBMITTAL DATA

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

6. SUBSTITUTIONS

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

Submittals for proposed substitutions shall include the following information:

- a. Name, address, and telephone number of manufacturer and supplier as appropriate.
- b. Trade name, model or catalog designation.

- c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- e. Other pertinent data including data requested by the Designer to confirm product equality.

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

7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE (if applicable)

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

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

8. MATERIALS, EQUIPMENT, EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.
- g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.

- h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project, and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

9. CODES, PERMITS AND INSPECTIONS

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

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

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

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

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

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

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times, except as indicated in the Supplemental General Conditions.
- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- i. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).
- j. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

11. SUBCONTRACTS AND SUBCONTRACTORS

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

12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

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

13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the contractor be denied by the designer or the owner, the contractor may pursue his claim in accordance with G.S. 143-135.3.

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

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
 - 1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.

2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors(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 his 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 "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c (2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
 1. The actual costs of materials and supplies incorporated or consumed as part of the work;
 2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
 5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.

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

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

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

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

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

14. ANNULMENT OF CONTRACT

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the contractor, or the surety (if applicable) shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety (if applicable). In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety (if applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

15. TERMINATION FOR CONVENIENCE

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

16. OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt

requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

17. REQUESTS FOR PAYMENT

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

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

Retainage:

- a. Retainage withheld will not exceed 5% at any time.
- b. The same terms apply to general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
- d. Exceptions:
 1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.
 2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.

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

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

18. PAYMENTS WITHHELD

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

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

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

19. MINIMUM INSURANCE REQUIREMENTS

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

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

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

b. **Public Liability and Property Damage**

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

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

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

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

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

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

d. **Deductible**

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

e. **Other Insurance**

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

f. **Proof of Carriage**

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

20. **ASSIGNMENT**

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include any

person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

21. CLEANING UP AND RESTORATION OF SITE

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

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

22. GUARANTEE

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

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

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

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

23. STANDARDS

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

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

24. TAXES

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

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

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

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

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

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

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

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

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

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

25. EQUAL OPPORTUNITY CLAUSE

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

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

26. MINORITY BUSINESS PARTICIPATION

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

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

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

27. ACCESS TO PERSONS AND RECORDS

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

28. GOVERNING LAWS

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

29. CONTRACTOR EVALUATION

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

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within a time frame to be negotiated between the Owner and Contractor at the time of project award. Contractor is to include estimated project timeline details within proposal. Desired time of project completion is no more than 180 days from the Notice to Proceed. For each day in excess of the negotiated time frame the Contractor shall pay the Owner the amount of two hundred and fifty dollars (\$250) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

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

CONSTRUCTION SCHEDULE:

Hours of work will be Monday thru Friday 6:00 am until 6 pm.

PAYMENTS

The project must be invoiced by the last day of the month. The invoice should be for the full amount reporting the completion percentage at time of submittal. Final payment will be made lump sum within thirty (30) consecutive days after acceptance of the work and the submission of contractor's invoice.

The contractor's affidavit shall state: "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."

Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Jeanette McBride
VP of Administrative Services, Montgomery Community College
1011 Page Street
Troy, NC 27371
Phone – 910-898-9630
Email: mcbridej1803@montgomery.edu

Marcus Ervin, Director of Facilities
Montgomery Community College
1011 Page St., Troy, NC 27371
P - 910-898-9637 / F – 910-576-2176
Email: ervinm8822@montgomery.edu

It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

ROOFING GUARANTEE (If Applicable)

The following paragraph is hereby added and shall become a part of the Guarantee of the General Conditions of the Contract. The substitution of an equal or longer term manufacturer's warranty in lieu of this requirement will not be accepted.

The Roofing Manufacturer shall warrant the materials and labor of the roofing system against leakage and against defects due to faulty materials, workmanship and contract negligence for a period of twenty-five (25) years following acceptance of the project by the Owner."

The Roofing System Contractor shall workmanship of the roofing system for a minimum period of two (2) years following acceptance of the project by the Owner.

UTILITIES

Montgomery Community College will make available utilities (electric service and water) for the duration of the project. Parking will be located at 1011 Page St. Troy, NC.

USE OF SITE

Hours of work will be Monday thru Friday 6:00 am until 8:00 pm.

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract.

NO SMOKING POLICY

Smoking and use of other tobacco products is prohibited by students, staff, faculty, or visitors:

- a) In all campus buildings, facilities or property owned, leased or operated by Montgomery Community College, including outside areas;
- b) On campus grounds, facilities or vehicles that are the property of the Community College.
- c) At lectures, conferences, meetings, and social/cultural events held on college property or campus grounds.