SPECIFICATIONS FOR TRACK RESURFACING PROJECT
ERWIN BELK TRACK, BB&T STADIUM
NORTH CAROLINA AGRICULTURAL AND TECHNICAL STATE
UNIVERSITY GREENSBORO, NORTH CAROLINA
STATE ID #: 18-19814-01

**ISSUED FOR BIDDING**
**NOT FOR CONSTRUCTION**

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**PROJECT NUMBER #18-19814-01A**

## ADVERTISEMENT FOR BIDS

Sealed proposals for Track Resurfacing, North Carolina A&T State University, sealed bids will be immediately opened and publicly read in the DeHuguley Building Conference Room, 602 N. Benbow Rd, Greensboro, NC 27411, at 2:00- p.m. on February 19, 2019. Bids are to be delivered to James Shell, at the above address and time.

A Pre-bid Meeting will be held in the DeHuguley Building Conference Room, 602 N Benbow Rd. Greensboro, NC 27411, at 10:00 a.m. on February 7, 2019.

Signed By: James Shell.
Project Manager
NC A&T State University DeHuguley Building
1601 East Market Street
Greensboro, NC 27411

**Phone: 336-285-4582**

# NOTICE TO BIDDERS

Sealed proposals will be received by the North Carolina Agricultural and Technical State University in Greensboro, NC, in the office of DeHuguley Building Conference Room, 602 Benbow Rd Greensboro, NC 27411 up to 2:00 pm on February 19, 2019 and immediately thereafter publicly opened and read for the furnishing of labor, material and equipment entering into the construction of

Irwin Belk Track Resurfacing @ BB&T Stadium
North Carolina Agricultural and Technical State
University Greensboro, North Carolina
State ID #: **18-19814-01A**

Prior to the public bid opening, sealed proposals may be delivered to:

North Carolina Agricultural & Technical State University
DeHuguley Building Conference Room
Attention:
James Shell
1601 East Market Street
Greensboro, NC 27411

Bids will be received for a Single Prime Contract. All proposals shall be lump sum.

**Pre-Bid Meeting**

An open pre-bid meeting will be held for all interested bidders on February 7, 2019 at 10:00 a.m. in the DeHuguley Building Conference Room, 602 N. Benbow Rd., Greensboro, NC 27411. The meeting will address project specific questions, issues, bidding procedures and bid forms.

General contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have license classification for “General Contractor.”

Each proposal shall be accompanied by a certified check drawn on some bank or trust company, insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than five percent (5%) of the proposal, or in lieu thereof a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. Said deposit shall be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or to give satisfactory surety as required by law.

A performance bond and a payment bond will be required for one hundred percent (100%) of the contract price.

Payment will be made based on ninety-five percent (95%) of monthly estimates and final payment made upon completion and acceptance of work.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 30 days.

The owner reserves the right to reject any or all bids and to waive informalities.

Owner:
NC A&T State University
*(Agency/Institution)*

1601 East Market St

Greensboro NC 27411
*(Address)*

336-285-4582

# INSTRUCTIONS TO BIDDERS

# AND

# GENERAL CONDITIONS OF THE CONTRACT

## STANDARD FORM FOR CONSTRUCTION PROJECTS

**STATE CONSTRUCTION OFFICE**

**NORTH CAROLINA**

**DEPARTMENT OF ADMINISTRATION**

**Form OC-15**

**This document is intended for use on State capital construction projects and shall not be used on any project that is not reviewed and approved by the State Construction Office. Extensive modification to the General Conditions by means of "Supplementary General Conditions" is strongly discouraged. State agencies and institutions may include special requirements in "Division 1 – General Requirements" of the specifications, where they do not conflict with the General Conditions.**

**Twenty Fourth Edition January 2013**

## INSTRUCTIONS TO BIDDERS

**For a proposal to be considered it must be in accordance with the following instructions:**

### 1. PROPOSALS

Proposals must be made in strict accordance with the Form of Proposal provided therefor, and all blank spaces for bids, alternates, and unit prices applicable to bidder's work shall be properly filled in. When requested alternates are not bid, the proposer shall so indicate by the words "No Bid". Any blanks shall also be interpreted as "No Bid". The bidder agrees that bid on Form of Proposal detached from specifications will be considered and will have the same force and effect as if attached thereto. Photocopied or faxed proposals will not be considered. Numbers shall be stated both in writing and in figures for the base bids and alternates. If figures and writing differ, the written number will supersede the figures.

Any modifications to the Form of Proposal (including alternates and/or unit prices) will disqualify the bid and may cause the bid to be rejected.

The bidder shall fill in the Form of Proposal as follows:

a. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.

b. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.

c. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.

d. If the proposal is made by a joint venture, it shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable.

e. All signatures shall be properly witnessed.

f. If the contractor's license of a bidder is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the proposal. The title "Licensee" shall appear under his/her signature.

Proposals should be addressed as indicated in the Advertisement for Bids and be delivered, enclosed in an opaque sealed envelope, marked "Proposal" and bearing the title of the work, name of the bidder, and the contractor's license number of the bidder. Bidders should clearly mark on the outside of the bid envelope which contract(s) they are bidding.

Bidder shall identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts or an affidavit indicating work under contract will be self-performed, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f). Failure to comply with these requirements is grounds for rejection of the bid.

For projects bid in the single-prime alternative, the names and license numbers of major subcontractors shall be listed on the proposal form.

It shall be the specific responsibility of the bidder to deliver his bid to the proper official at the selected place and prior to the announced time for the opening of bids. Later delivery of a bid for any reason, including delivery by any delivery service, shall disqualify the bid.

Unit prices quoted in the proposal shall include overhead and profit and shall be the full compensation for the contractor's cost involved in the work. See General Conditions, Article 19c-1.

## 2. EXAMINATION OF CONDITIONS

It is understood and mutually agreed that by submitting a bid the bidder acknowledges that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the bidder acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications and other contract documents for the construction of the work and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in cooperation with other contractors performing work on the site.

Reference is made to contract documents for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the University in preparing the documents. The owner will make copies of all such surveys and reports available to the bidder upon request.

Each bidder may, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the owner. Any reasonable request for access to the site will be honored by the owner.

## 3. BULLETINS AND ADDENDA

Any addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. It shall be the bidder's responsibility to ascertain prior to bid time the addenda issued and to see that his bid includes any changes therebyrequired.

Should the bidder find discrepancies in, or omission from, the drawings or documents or should he be in doubt as to their meaning, he shall at once notify the University who will send written instructions in the form of addenda to all bidders. Notification should be no later than seven (7) days prior to the date set for receipt of bids. Neither the owner nor the University will be responsible for any oral instructions.

All addenda should be acknowledged by the bidder(s) on the Form of Proposal. However, even if not acknowledged, by submitting a bid, the bidder has certified that he has reviewed all issued addenda and has included all costs associated with in his bid.

## 4. BID SECURITY

Each proposal shall be accompanied by a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a bid bond in an amount equal to not less than five percent (5%) of the proposal, said deposit to be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law (G.S. 143-129).

Bid bond shall be conditioned that the surety will, upon demand, forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract. The owner may retain bid securities of any bidder(s) who may have a reasonable chance of award of contract for the full duration of time stated in the Notice to Bidders. Other bid securities may be released sooner, at the discretion of the owner. All bid securities (cash or certified checks) shall be returned to the bidders promptly after award of contracts, and no later than seven (7) days after expiration of the holding period stated in the Notice to Bidders. Standard Form of Bid Bond is included in these specifications and shall be used.

## 5. RECEIPT OF BIDS

Bids shall be received in strict accordance with requirements of the General Statutes of North Carolina. Bid security shall be required as prescribed by statute. Prior to the closing of the bid, the bidder will be permitted to change or withdraw his bid. Guidelines for opening of public construction bids are available from the State Construction Office.

## 6. OPENING OF BIDS

Upon opening, all bids shall be read aloud. Once bidding is closed, there shall not be any withdrawal of bids by any bidder and no bids may be returned by the University to any bidder. After the opening of bids, no bid may be withdrawn, except under the provisions of General Statute 143-129.1, for a period of thirty days unless otherwise specified. Should the successful bidder default and fail to execute a contract, the contract may be awarded to the next lowest and responsible bidder. The owner reserves the unqualified right to reject any and all bids. Reasons for rejection may include, but shall not be limited to, the following:

a. If the Form of Proposal furnished to the bidder is not used or is altered.

b. If the bidder fails to insert a price for all bid items, alternate and unit prices requested.

c. If the bidder adds any provisions reserving the right to accept or reject any award.

d. If there are unauthorized additions or conditional bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.

e. If the bidder fails to complete the proposal form where information is requested so the bid may be properly evaluated by the owner.

f. If the unit prices contained in the bid schedule are unacceptable to the owner and the State Construction Office.

g. If the bidder fails to comply with other instructions stated herein.

## 7. BID EVALUATION

The award of the contract will be made to the lowest responsible bidder as soon as practical. The owner may award on the basis of the base bid and any alternates the owner chooses.

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

a. The latest financial statement showing assets and liabilities of the company or other information satisfactory to the owner.

b. A listing of completed projects of similar size.

c. Permanent name and address of place of business.

d. The number of regular employees of the organization and length of time the organization has been in business under present name.

e. The name and home office address of the surety proposed and the name and address of the responsible local claim agent.

f. The names of members of the firms who hold appropriate trade licenses, together with license numbers.

g. If prequalified, contractor info will be reviewed and evaluated comparatively to submitted prequalification package.

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

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

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

## 8. PERFORMANCE BOND

The successful bidder, upon award of contract, shall furnish a performance bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

## 9. PAYMENT BOND

The successful bidder, upon award of contract, shall furnish a payment bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

## 10. PAYMENTS

Payments to the successful bidders (contractors) will be made on the basis of monthly estimates. See Article 31, General Conditions.

## 11. PRE-BID CONFERENCE

Prior to the date set for receiving bids, the University may arrange and conduct a Pre-Bid Conference for all prospective bidders. The purpose of this conference is to review project requirements and to respond to questions from prospective bidders and their subcontractors or material suppliers related to the intent of bid documents. Attendance by prospective bidders shall be as required by the "Notice to Bidders".

## 12. 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 ten (10) days prior to the receipt of bids when submitted to the University 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 University to confirm product equality.

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

## GENERAL CONDITIONS OF THE CONTRACT

The use or reproduction of this document or any part thereof is authorized for and limited to use on projects of the State of North Carolina, and is distributed by, through and at the discretion of the State Construction Office, Raleigh, North Carolina, for that distinct and sole purpose.

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## ARTICLE 1 - DEFINITIONS

a. The **contract documents** consist of the Notice to Bidders; Instructions 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 proposal; the contract; the performance bond; the payment bond; insurance certificates; the approval of the attorney general; and the certificate ofthe Office of State Budget and Management. All of these items together form the contract.

b. The **owner** is the State of North Carolina through the agency named in the contract.

c. The **University is** those referred to within this contract, or their authorized representatives. The University, as referred to herein, shall mean architect and/or Owner. They will be referred to hereinafter as if each were of the singular number, masculine gender.

d. The **contractor**, as referred to hereinafter, shall be deemed to be either of the several contracting parties called the "Party of the First Part" in either of the several contracts in connection with the total project. Where, in special instances hereinafter, a particular contractor is intended, an adjective precedes the word "contractor," as "general," "heating," etc. For the purposes of a single prime contract, the term Contractor shall be deemed to be the single contracting entity identified as the "Party of the First Part" in the single Construction Contract. Any references or adjectives that name or infer multiple prime contractors shall be interpreted to mean the single prime Contractor.

e. A **subcontractor**, as the term is used herein, shall be understood to be one who has entered into a direct contract with a contractor, and includes one who furnishes materials worked to a special design in accordance with plans and specifications covered by the contract, but does not include one who only sells or furnishes materials not requiring work so described or detailed.

f. **Written notice** shall be defined as notice in writing delivered in person to the contractor, or to a partner of the firm in the case of a partnership, or to a member of the contracting organization, or to an officer of the organization in the case of a corporation, or sent to the last known business address of the contracting organization by registered mail.

g. **Work**, as used herein as a noun, is intended to include materials, labor, and workmanship of the appropriate contractor.

h. The **project** is the total construction work to be performed under the contract documents by the several contractors.

*i* **Project Expediter,** as used herein, is an entity stated in the contract documents, designated to effectively facilitate scheduling and coordination of work activities. See Article 14(f) for responsibilities of a Project Expediter. **For the purposes of a single prime contract, the single prime contractor shall be designated as the Project Expediter.**

j. **Change order**, as used herein, shall mean a written order to the contractor subsequent to the signing of the contract authorizing a change in the contract. The change order shall be signed by the contractor, University and the owner, and approved by the State Construction Office, in that order (Article 19).

k. **Field Order,** as used herein, shall mean a written approval for the contractor to proceed with the work requested by owner prior to issuance of a formal Change Order. The field order shall be signed by the contractor, University, and State Construction Office.

l. **Time of completion**, as stated in the contract documents, is to be interpreted as consecutive calendar days measured from the date established in the written Notice to Proceed, or such other date as may be established herein (Article 23).

m. **Liquidated damages,** as stated in the contract documents [, is an amount reasonably estimated in advance to cover the consequential damages associated with the Owner's economic loss in not being able to use the Project for its intended purposes at the end of the contract's completion date as amended by change order, if any, by reason of failure of the contractor(s) to complete the work within the time specified. Liquidated damages does not include the Owner's extended contract administration costs (including but not limited to additional fees for architectural and engineering services, testing services, inspection services, commissioning services, etc.), such other damages directly resulting from delays caused solely by the contractor, or consequential damages that the Owner identified in the bid documents that may be impacted by any delay caused soley by the Contractor (e.g., if a multi-phased project-subsequent phases, delays in start other projects that are dependent on the completion of this Project, extension of leases and/or maintenance agreements for other facilities).

n. **Surety**, as used herein, shall mean the bonding company or corporate body which is bound with and for the contractor, and which engages to be responsible for the contractor and his acceptable performance of the work.

o. **Routine written communications between the University and the Contractor** are any communication other than a "request for information" provided in letter, memo, or transmittal format, sent by mail, courier, electronic mail, or facsimile. Such communications cannot be identified as "request for information".

p. **Clarification or Request for information (RFI)** is a request from the Contractor seeking an interpretation or clarification by the University relative to the contract documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation and why the response is needed. The RFI must set forth the Contractor's interpretation or understanding of the contract documents requirements in question, along with reasons for such an understanding.

q. **Approval** means written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the work.

r. **Inspection** shall mean examination or observation of work completed or in progress to determine its compliance with contract documents.

s. **"Equal to" or "approved equal"** shall mean materials, products, equipment, assemblies, or installation methods considered equal by the bidder in all characteristics (physical, functional, and aesthetic) to those specified in the contract documents. Acceptance of equal is subject to approval of University and owner.

t. **"Substitution" or "substitute"** shall mean materials, products, equipment, assemblies, or installation methods deviating in at least one characteristic (physical, functional, or aesthetic) from those specified, but which in the opinion of the bidder would improve competition and/or enhance the finished installation. Acceptance of substitution is subject to the approval of the University and owner.

u. **Provide** shall mean furnish and install complete in place, new, clean, operational, and ready for use.

v. **Indicated and shown** shall mean provide as detailed, or called for, and reasonably implied in the contract documents.

w. **Special inspector** is one who inspects materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with the approved construction documents and referenced standards.

x. **Commissioning** is a quality assurance process that verifies and documents that building components and systems operate in accordance to the owner's project requirements and the project design documents.

y. **University Final Inspection** is the inspection performed by the design team to determine the completeness of the project in accordance with approved plans and specifications. This inspection occurs prior to SCO final inspection.

z. **SCO Final Inspection** is the inspection performed by the State Construction Office to determine the completeness of the project in accordance with NC Building Codes and approved plans and specifications.

aa. **Beneficial Occupancy** is requested by the owner and is occupancy or partial occupancy of the building after all life safety items have been completed as determined by the State Construction Office. Life safety items include but not limited to fire alarm, sprinkler, egress and exit lighting, fire rated walls, egress paths and security.

bb. **SC** Surface Contractor

cc. Final Acceptance is the date in which the State Construction Office accepts the construction as totally complete. This includes the SCO Final Inspection and certification by the University that all punch lists are completed.

## ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

a. The drawings and specifications are complementary, one to the other, and 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 bid for 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.

b. The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.

c. The contractor shall execute each copy of the proposal, contract, performance bond and payment bond as follows:

1. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.

2. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.

3. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.

4. If the documents are made by a joint venture, they shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable to each particular member.

5. All signatures shall be properly witnessed.

6. If the contractor's license is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the contract. The title "Licensee" shall appear under his/her signature.

7. The bonds shall be executed by an attorney-in-fact. There shall be attached to each copy of the bond a certified copy of power of attorney properly executed and dated.

8. Each copy of the bonds shall be countersigned by an authorized individual agent of the bonding company licensed to do business in North Carolina. The title "Licensed Resident Agent" shall appear after the signature.

9. The seal of the bonding company shall be impressed on each signature page of the bonds.

10. The contractor's signature on the performance bond and the payment bond shall correspond with that on the contract. The date of performance and payment bond shall not be prior to the date of the contract.

## ARTICLE 3 - CLARIFICATIONS AND DETAIL DRAWINGS

a. In such cases where the nature of the work requires clarification by the University, such clarification shall be furnished by the University with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of contract documents, and shall become a part thereof.

b. The contractor(s) and the University shall prepare, if deemed necessary, a schedule fixing dates upon which foreseeable clarifications will be required. The schedule will be subject to addition or change in accordance with progress of the work. The University shall furnish drawings or clarifications in accordance with that schedule. The contractor shall not proceed with the work without such detail drawings and/or written clarifications.

## ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS

The University or Owner shall furnish free of charge to the contractors' electronic copies of plans and specifications. If requested by the contractor, paper copies of plans and specifications shall be furnished free of charge as follows:

a. General contractor - Up to twelve (12) sets of general contractor drawings and specifications, up to six (6) sets of which shall include drawings and specifications of all other contracts, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.

b. Each other contractor - Up to six (6) sets of the appropriate drawings and specifications, up to three (3) sets of which shall include drawings and specifications of all other contracts, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.

c. Additional sets shall be furnished at cost, including mailing, to the contractor upon request by the contractor. This cost shall be stated in the bidding documents.

d. For the purposes of a single-prime contract, the contractor shall receive up to 30 sets of drawings and specifications, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.

## ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

a. Within 15 consecutive calendar days after the notice to proceed, each prime contractor shall submit a schedule for submission of all shop drawings, product data, samples, and similar submittals through the Project Expediter to the University. This schedule shall indicate the items, relevant specification sections, other related submittal, data, and the date when these items will be furnished to the University.

b. The Contractor(s) shall review, approve and submit to the University all Shop Drawings, Coordination Drawings, Product Data, Samples, Color Charts, and similar submittal data required or reasonably implied by the Contract Documents. Required Submittals shall bear the Contractor's stamp of approval, any exceptions to the Contract Documents shall be noted on the submittals, and copies of all submittals shall be of sufficient quantity for the University to retain up to three (3) copies of each submittal for his own use plus additional copies as may be required by the Contractor. Submittals shall be presented to the University in accordance with the schedule submitted in paragraph (a). so as to cause no delay in the activities of the Owner or of separate Contractors.

c. The University shall review required submittals promptly, noting desired corrections if any, and retaining two (2) copies (1 for the University and 1 for SCO) for his use. The remaining copies of each submittal shall be returned to the Contractor not later than twenty (20) days from the date of receipt by the University, for the Contractor's use or for corrections and resubmittal as noted by the University. When resubmittals are required, the submittal procedure shall be the same as for the original submittals.

d. Approval of shop drawings/submittals by the University shall not be construed as relieving the Contractor from responsibility for compliance with the design or terms of the contract documents nor from responsibility of errors of any sort in the shop drawings, unless such lack of compliance or errors first have been called in writing to the attention of the University by the Contractor.

## ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

a. The contractor shall maintain, in readable condition at his job office, 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 University, his authorized representative, owner or State Construction Office.

b. The contractor shall maintain at the job office, 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 University upon project completion and no later than 30 days after final acceptance of the project.

c. The contractor shall maintain at the job office a record of all required tests that have been performed, clearly indicating the scope of work inspected and the date of approval or rejection.

## ARTICLE 7 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications are instruments of service and remain the property of the owner. The use of these instruments on work other than this contract without permission of the owner is prohibited. All copies of drawings and specifications other than contract copies shall be returned to the owner upon request after completion of the work.

## ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES

a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, 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 University for Approval or disapproval; such approval or disapproval shall be made by the University prior to the opening of bids. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the University and approval.

e. The University is the judge of equality for proposed substitution of products, materials or equipment.

g. 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 University, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.

## ARTICLE 9 - ROYALTIES, LICENSES AND PATENTS

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The contractor shall protect and save harmless the owner against suit on account of alleged or actual infringement. The contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

## ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS

a. The contractor shall 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 University in writing. See Instructions to Bidders, Paragraph 3, Bulletins and Addenda. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. 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 University, he shall bear all cost arising therefrom. Additional requirements implemented after bidding will be subject to equitable negotiations.

b. All work under this contract shall conform to the North Carolina State Building Code and other State, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the contractor and included within the bid proposal. All water taps, meter barrels, vaults and impact fees shall be paid by the contractor unless otherwise noted.

d. Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to inspection by any county or municipal authorities and are not subject to county or municipal building codes. The contractor shall, however, cooperate with the county or municipal authorities by obtaining building permits. Permits shall be obtained at no cost.

e. Projects involving local funding (community colleges) are subject also to county and municipal building codes and inspection by local authorities. The contractor shall pay the cost of these permits and inspections.

## ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

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 University, 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.

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 University 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 same. He shall barricade all walks, roads, etc., as directed by the University 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.

g. The contractor shall designate a responsible person of his organization as safety officer/inspector to inspect the project site for unsafe health and safety hazards, to report these hazards to the contractor for correction, and whose duties also include accident prevention on the project, and to provide other safety and health measures on the project site as required by the terms and conditions of the contract. The name of the safety inspector shall be made known to the University and owner at the time of the preconstruction conference and in all cases prior to any work starting on the project.

h. 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 19(b).

i. 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.

## ARTICLE 12 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973

a. Any land-disturbing activity performed by the contractor(s) in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).

b. Upon receipt of notice that a land-disturbing activity is in violation of said act, the contractor(s) shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.

c. The contractor(s) shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 against any party or persons described in this article.

d. To the fullest extent permitted by law, the contractor(s) shall indemnify and hold harmless the owner, the University and the agents, consultants and employees of the owner and University, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

## ARTICLE 13 - INSPECTION OF THE WORK

a. It is a condition of this contract that the work shall be subject to inspection during normal working hours and during any time work is in preparation and progress by the University, designated official representatives of the owner, State Construction Office and those persons required by state law to test special work for official approval. The contractor shall therefore provide safe access to the work at all times for such inspections.

b. All instructions to the contractor will be made only by or through the University or his designated project representative. Observations made by official representatives of the owner shall be conveyed to the University for review and coordination prior to issuance to the contractor.

c. All work shall be inspected by University, special inspector and/or State Construction Office prior to being covered by the contractor. Contractor shall give a minimum two weeks' notice unless otherwise agreed to by all parties. If inspection fails, after the first re-inspection all costs associated with additional re-inspections shall be borne by the contractor.

d. Where special inspection or testing is required by virtue of any state laws, instructions of the University, specifications or codes, the contractor shall give adequate notice to the University of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the University. Such special tests or inspections will be made in the presence of the University, or his authorized representative, and it shall be the contractor's responsibility to serve ample notice of such tests.

e. All laboratory tests shall be paid by the owner unless provided otherwise in the contract documents except the general contractor shall pay for laboratory tests to establish design mix for concrete, and for additional tests to prove compliance with contract documents where materials have tested deficient except when the testing laboratory did not follow the appropriate ASTM testing procedures.

f. Should any work be covered up or concealed prior to inspection and approval by the University, special inspector, and/or State Construction Office such work shall be uncovered or exposed for inspection, if so requested by the University in writing. Inspection of the work will be made upon notice from the contractor. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition, the work that has been covered or concealed will be paid by the contractor involved.

## ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE

a. Throughout the progress of the work, each contractor shall keep at the job site, a competent superintendent and supervisory staff satisfactory to the University and the owner. The superintendent and supervisory staff shall not be changed without the consent of the University and owner unless said superintendent ceases to be employed by the contractor or ceases to be competent as determined by the contractor, University or owner. The superintendent and other staff designated by the contractor in writing shall have authority to act on behalf of the contractor, and instructions, directions or notices given to him shall be as binding as if given to the contractor. However, directions, instructions, and notices shall be confirmed in writing.

b. The contractor shall examine and study the drawings and specifications and fully understand the project design, and shall provide constant and efficient supervision to the work. Should he discover any discrepancies of any sort in the drawings or specifications, he shall report them to the University without delay. He will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible to report them should they become known to him.

c. All contractors shall be required to cooperate and consult with each other during the construction of this project. Prior to installation of work, all contractors shall jointly prepare coordination drawings, showing locations of various ductworks, piping, motors, pumps, and other mechanical or electrical equipment, in relation to the structure, walls and ceilings. These drawings shall be submitted to the University through the Project Expediter for information only. Each contractor shall lay out and execute his work to cause the least delay to other contractors. Each contractor shall be financially responsible for any damage to other contractor's work and for undue delay caused to other contractors on the project.

d. The contractor is required to attend job site progress conferences as called by the University. The contractor shall be represented at these job progress conferences by both home office and project personnel. These representatives shall have authority to act on behalf of the contractor. These meetings shall be open to subcontractors, material

suppliers and any others who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the project within the specified contract time. Each contractor shall be prepared to assess progress of the work as required in his particular contract and to recommend remedial measures for correction of progress as may be appropriate. The University or his authorized representative shall be the coordinator of the conferences and shall preside as chairman. The contractor shall turn over a copy of his daily reports to the University and Owner at the job site progress conference. Owner will determine daily report format.

e. The contractor(s) shall, employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the work and to establish a bench mark in a location where same will not be disturbed and where direct instruments sights may be taken.

f. The University shall designate a Project Expediter on projects involving two or more prime contracts. The Project Expediter shall be designated in the Supplementary General Conditions. The Project Expediter shall have at a minimum the following responsibilities.

1. Prepare the project construction schedule and shall allow all prime contractors (multi-prime contract) and subcontractors (single-prime contract) performing general, plumbing, HVAC, and electrical work equal input into the preparation of the initial construction schedule.

2. Maintain a project progress schedule for all contractors.

3. Give adequate notice to all contractors to ensure efficient continuity of all phases of the work.

4. Notify the University of any changes in the project schedule.

5. Recommend to the owner whether payment to a contractor shall be approved.

g. It shall be the responsibility of the Project Expediter to cooperate with and obtain from several prime contractors and subcontractors on the job, their respective work activities and integrate these activities into a project construction schedule in form of a detailed bar chart or Critical Path Method (CPM), schedule. Each prime contractor shall provide work activities within fourteen (14) days of request by the Project Expediter. A "work activity", for scheduling purposes, shall be any component or contractual requirement of the project requiring at least one (1) day, but not more than fourteen (14) days, to complete or fulfill. The project construction schedule shall graphically show all salient features of the work required to construct the project from start to finish and within the allotted time established in the contract. The time (in days) between the contractor's early completion and contractual completion dates is part of the project total float time; and shall be used as such, unless amended by a change order. On a multi-prime project, each prime contractor shall review the proposed construction schedule and approve same in writing. The Project Expediter shall submit the proposed construction schedule to the University for comments. The complete Project construction schedule shall be of the type set forth in the Supplementary General Condition or subparagraph (1) or (2) below, as appropriate:

1. For a project with total contracts of $500,000 or less, a bar chart schedule will satisfy the above requirement. The schedule shall indicate the estimated starting and completion dates for each major element of the work.

2. For a project with total contracts over $500,000, a Critical Path Method (CPM) schedule shall be utilized to control the planning and scheduling of the Work. The CPM schedule shall be the responsibility of the Project Expediter and shall be paid for by the Project Expediter.

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

**CPM Schedule**: Where a CPM schedule is required, it shall be in time-scaled precedence format using the Project Expediter's logic and time estimates. The CPM schedule shall be drawn or plotted with activities grouped or zoned by Work area or subcontract as opposed to a random (or scattered) format. The CPM schedule shall be time-scaled on a weekly basis and shall be drawn or plotted at a level of detail and logic which will schedule all salient features of the work to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of final punch list(s). Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

The CPM schedule will identify and describe each activity, state the duration of each activity, the calendar dates for the early and late start and the early and late finish of each activity, and clearly highlight all activities on the critical path. "Total float" and "free float" shall be indicated for all activities. Float time shall not be considered for the exclusive use or benefit of either the Owner or the Contractor, but must be allocated in the best interest of completing the Work within the Contract time. Extensions to the Contract time, when granted by Change Order, will be granted only when equitable time adjustment exceeds the Total Float in the activity or path of activities affected by the change. On contracts with a price over $2,500,000, the CPM schedule shall also show what part of the Contract Price is attributable to each activity on the schedule, the sum of which for all activities shall equal the total Contract Price.

**Early Completion of Project**: The Contractor may attempt to complete the project prior to the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time

for Completion or the Contract Completion Date. The Contractor shall not be required to pay liquidated damages to the Owner because of its failure to complete by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for early completion nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to complete earlier than the date required by the Contract Documents.

h. The proposed project construction schedule shall be presented to the University no later than fifteen (15) days after written notice to proceed. No application for payment will be processed until this schedule is accepted by the University and owner.

i. The approved project construction schedule shall be distributed to all contractors and displayed at the job site by the Project Expediter.

j. The several contractors shall be responsible for their work activities and shall notify the Project Expediter of any necessary changes or adjustments to their work. The Project Expediter shall maintain the project construction schedule, making biweekly adjustments, updates, corrections, etc., that are necessary to finish the project within the Contract time, keeping all contractors and the University fully informed. Copy of a bar chart schedule annotated to show the current progress shall be submitted by the Contractor(s) to the University, along with monthly request for payment. For project requiring CPM schedule, the Contractor shall submit a biweekly report of the status of all activities. The bar chart schedule or status report shall show the actual Work completed to date in comparison with the original Work scheduled for all activities. If any activities of the work of several contractors are behind schedule, the contractor must indicate in writing, what measures will be taken to bring each such activity back on schedule and to ensure that the Contract Completion Date is not exceeded. A plan of action and recovery schedule shall be developed and submitted to the University by the Project Expediter, when
(1) the contractor's report indicates delays, that are in the opinion of the University or the owner, of sufficient magnitude that the contractor's ability to complete the work by the scheduled completion is brought into question; (2) the updated construction schedule is thirty (30) days behind the planned or baseline schedule and no legitimate time extensions, as determined by the University, are in process; and (3) the contractor desires to make changes in the logic (sequencing of work) or the planned duration of future activities of the CPM schedule which, in the opinion of the University or the owner, are of a major nature. The plan of action, when required shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand. Failure to provide an updated construction schedule or a recovery schedule may be grounds for rejection of payment applications or withholding of funds as set forth in Article 33.

k. The Project Expediter shall notify each contractor of such events or time frames that are critical to the progress of the job. Such notice shall be timely and reasonable. Should the progress be delayed due to the work of any of the several contractors, it shall be the duty of the Project Expediter to immediately notify the contractor(s) responsible for such delay, the University, the State Construction Office and other prime contractors. The University shall determine the contractor(s) who caused the delays and notify the bonding company of the responsible contractor(s) of the delays; and shall make a recommendation to the owner regarding further action.

l. Designation as Project Expediter entails an additional project control responsibility and does not alter in any way the responsibility of the contractor so designated, nor the

responsibility of the other contractors involved in the project. The project expeditor's Superintendent(s) shall be in attendance at the Project site at all times when work is in progress unless conditions are beyond the control of the Contractor or until termination of the Contract in accordance with the Contract Documents. It is understood that such Superintendent shall be acceptable to the Owner and University and shall be the one who will be continued in that capacity for the duration of the project unless he ceases to be on the Contractor's payroll or the Owner otherwise agrees. The Superintendent shall not be employed on any other project for or by the Contractor or by any other entity during the course of the Work. If the Superintendent is employed by the Contractor on another project without the Owner's approval, then the Owner may deduct from the Contractor's monthly general condition costs and amount representing the Superintendent's cost and shall deduct that amount for each month thereafter until the Contractor has the Superintendent back on the Owner's Project full-time.

## ARTICLE 15 - SEPARATE CONTRACTS AND CONTRACTOR RELATIONSHIPS

a. Effective from January 1, 2002, Chapter 143, Article 8, was amended, to allow public contracts to be delivered by the following delivery methods: single-prime, dual (single-prime and separate-prime), construction manager at risk, and alternative contracting method as approved by the State Building Commission. The owner reserves the right to prepare separate specifications, receive separate bids, and award separate contracts for such other major items of work as may be in the best interest of the State. For the purposes of a single prime contract, refer to Article 1 – Definitions.

b. All contractors shall cooperate with each other in the execution of their work, and shall plan their work in such manner as to avoid conflicting schedules or delay of the work. See Article 14, Construction Supervision.

c. If any part of contractor's work depends upon the work of another contractor, defects which may affect that work shall be reported to the University in order that prompt inspection may be made and the defects corrected. Commencement of work by a contractor where such condition exists will constitute acceptance of the other contractor's work as being satisfactory in all respects to receive the work commenced, except as to defects which may later develop. The University shall be the judge as to the quality of work and shall settle all disputes on the matter between contractors.

d. Any mechanical or electrical work such as sleeves, inserts, chases, openings, penetrations, etc., which is located in the work of the general contractor shall be built in by the general contractor. The respective mechanical and electrical contractors shall set all sleeves, inserts and other devices that are to be incorporated into the structure in cooperation and under the supervision of the general contractor. The responsibility for the exact location of such items shall be that of the mechanical and/or electrical contractor.

e. The University and the owner shall have access to the work whenever it is in preparation and progress and during normal working hours. The contractor shall provide facilities for such access so the University may perform his functions under the contract documents.

f. Should a contractor cause damage to the work or property of another contractor, he shall be directly responsible, and upon notice, shall promptly settle the claim or otherwise resolve the dispute.

## ARTICLE 16 - SUBCONTRACTS AND SUBCONTRACTORS

a. Within thirty (30) days after award of the contract, the contractor shall submit to the University, owner and to the State Construction Office a list giving the names and addresses of subcontractors and equipment and material suppliers he proposes to use, together with the scope of their respective parts of the work. Should any subcontractor be disapproved by the University or owner, the University or owner shall submit his reasons for disapproval in writing to the State Construction Office for its consideration with a copy to the contractor. If the State Construction Office concurs with the University's or owner's recommendation, the contractor shall submit a substitute for approval. The University and owner shall act promptly in the approval of subcontractors, and when approval of the list is given, no changes of subcontractors will be permitted except for cause or reason considered justifiable by the University or owner.

b. The University will furnish to any subcontractor, upon request, evidence regarding amounts of money paid to the contractor on account of the subcontractor's work.

c. 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.

d. The owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

## ARTICLE 17 - CONTRACTOR AND 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, and that payments to subcontractors shall be made in accordance with the provisions of G.S. 143-134.1 titled Interest on final payments due to prime contractors: payments to subcontractors.

a. On all public construction contracts which are let by a board or governing body of the state government or any political subdivision thereof, except contracts let by the Department of Transportation pursuant to G.S. 136-28.1, the balance due prime contractors shall be paid in full within 45 days after respective prime contracts of the project have been accepted by the owner, certified by the architect, or University to be completed in accordance with terms of the plans and specifications, or occupied by the owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever the architect or consultant in charge of the project determines that delay in completion of the project in accordance with terms of the plans and specifications is the fault of the contractor, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. No payment shall be delayed because of the failure of another prime contractor on such project to complete his contract. Should final payment to any prime contractor beyond the date such contracts have been certified to be completed by the University or architect, accepted by the owner, or occupied by the owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said prime contractor shall be paid interest, beginning on the 46th day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is

agreed upon on such unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due a prime contractor during construction shall be paid in accordance with the payment provisions of the contract documents or said prime contractor shall be paid interest on any such unpaid amount at the rate stipulated above for delayed final payments. Such interest shall begin on the date the payment is due and continue until the date on which payment is made. Such due date may be established by the terms of the contract. Funds for payment of such interest on state-owned projects shall be obtained from the current budget of the owning department, institution or agency. Where a conditional acceptance of a contract exists, and where the owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

b. Within seven days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Should any periodic or final payment to the subcontractor be delayed by more than seven days after receipt of periodic or final payment by the prime contractor, the prime contractor shall pay the subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due.

c. The percentage of retainage on payments made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the owner to the prime contractor. Any percentage of retainage on payments made by the prime contractor to the subcontractor that exceeds the percentage of retainage on payments made by the owner to the prime contractor shall be subject to interest to be paid by the prime contractor to the subcontractor at the rate of one percent (1%) per month or fraction thereof.

d. Nothing in this section shall prevent the prime contractor at the time of application and certification to the owner from withholding application and certification to the owner for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment and materials; damage to prime contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by owner.

## ARTICLE 18 - UNIVERSITY'S STATUS

a. The University shall provide general administration of the performance of construction contracts, including liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the owner only for the purpose of constructing this work and to the extent stipulated in the contract documents. He has authority to direct work to be performed, to stop work, to order work removed, or to order corrections of faulty work, where any such action by the University may be necessary to assure successful completion of the work.

b. The University is the impartial interpreter of the contract documents, and, as such, he shall exercise his powers under the contract to enforce faithful performance by both the owner and the contractor, taking sides with neither.

c. Should the University cease to be employed on the work for any reason whatsoever, then the owner shall employ a competent replacement who shall assume the status of the former University.

d. The University and his consultants will make inspections of the project. He will inspect the progress, the quality and the quantity of the work.

e. The University and the owner shall have access to the work whenever it is in preparation and progress during normal working hours. The contractor shall provide facilities for such access so the University and owner may perform their functions under the contract documents.

f. Based on the University's inspections and evaluations of the project, the University shall issue interpretations, directives and decisions as may be necessary to administer the project. His decisions relating to artistic effect and technical matters shall be final, provided such decisions are within the limitations of the contract.

## ARTICLE 19 - CHANGES IN THE WORK

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 or written field order from the University, countersigned by the owner and the state construction office authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

   A field order, transmitted by fax, electronically, or hand delivered, may be used where the change involved impacts the critical path of the work. A formal change order shall be issued as expeditiously as possible.

   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 University 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, University, 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 is 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 c2 herein. If neither party elects to proceed under c2, 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. In all change orders, the procedure will be for the University to request proposals for the change order work in writing. The contractor will provide such proposal and supporting data in suitable format. The University 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 University, the University 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 University 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 and forward to the State Construction Office for final approval, within seven (7) days of receipt. The State Construction Office shall act on the change order within seven (7) days. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedure.

h. 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."

i. 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.

j. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, with the approval of the State Construction Office, 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 University 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.

## ARTICLE 20 - CLAIMS FOR EXTRA COST

a. Should the contractor consider that as a result of instructions given by the University, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the University within seven (7) days without delay. The written notice shall clearly state that a claim for extra cost is being made and shall provide a detailed justification for the extra cost. The contractor shall not proceed with the work affected until further advised, except in emergency involving the safety of life or property, which condition is covered in Article 19(b) and Article 11(h). No claims for extra compensation shall be considered unless the claim is so made. The University shall render a written decision within seven (7) days of receipt of claim.

b. The contractor shall not act on instructions received by him from persons other than the University, and any claims for extra compensation or extension of time on account of such instruction will not be honored. The University shall not be responsible for misunderstandings claimed by the contractor of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.

c. Should a claim for extra compensation that complies with the requirements of (a) above by the contractor and is denied by the University or owner, and cannot be resolved by a

representative of the State Construction Office, the contractor may request a mediation in connection with GS 143-128(f1) in the dispute resolution rules adopted by the State Building Commission (1 N.C.A.C. 30H .0101 through .1001). If the contractor isunable to resolve its claim as a result of mediation, the contractor may pursue the claim in accordance with the provisions of G.S. 143-135.3, or G.S. 143-135.6 where Community Colleges are the owner, and the following:

1. A contractor who has not completed a contract with a board for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the director of the State Construction Office of the Department of Administration for the amount the contractor claims is due. The director may deny, allow or compromise the claim, in whole or in part. A claim under this subsection is not a contested case under Chapter 150B of the General Statutes.

2. (a) A contractor who has completed a contract with a board for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the director of the State Construction Office of the Department of Administration for the amount the contractor claims is due. The claim shall be submitted within sixty (60) days after the contractor receives a final statement of the board's disposition of his claim and shall state the factual basis for the claim.

   (b) The director shall investigate a submitted claim within ninety (90) days of receiving the claim, or within any longer time period upon which the director and the contractor agree. The contractor may appear before the director, either in person or through counsel, to present facts and arguments in support of his claim. The director may allow, deny or compromise the claim, in whole or in part. The director shall give the contractor a written statement of the director's decision on the contractor's claim.

   (c) A contractor who is dissatisfied with the director's decision on a claim submitted under this subsection may commence a contested case on the claim under Chapter 150B of the General Statutes. The contested case shall be commenced within sixty (60) days of receiving the director's written statement of the decision.

   (d) As to any portion of a claim that is denied by the director, the contractor may, in lieu of the procedures set forth in the preceding subsection of this section, within six (6) months of receipt of the director's final decision, institute a civil action for the sum he claims to be entitled to under the contract by filing a verified complaint and the issuance of a summons in the Superior Court of Wake County or in the superior court of any county where the work under the contract was performed. The procedure shall be the same as in all civil actions except that all issues shall be tried by the judge, without a jury.

## ARTICLE 21 - MINOR CHANGES IN THE WORK

The University will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents. Such changes shall be effected by written order, copied to the State Construction Office, and shall be binding on the owner and the contractor.

## ARTICLE 22 - UNCORRECTED FAULTY WORK

Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the owner and the University, the owner shall be reimbursed by the contractor. A change order will be issued to reflect a reduction in the contract sum.

## ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME

a. The time of completion is stated in the Supplementary General Conditions and in the Form of Construction Contract. The Project Expediter, upon notice of award of contract, shall prepare a construction schedule to complete the project within the time of completion as required by Article 14.

b. The contractors shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from the University and shall fully complete all work hereunder within the time of completion stated. Time is of the essence and the contractor acknowledges the Owner will likely suffer financial damage for failure to complete the work within the time of completion. For each day in excess of the above number of days, the contractor(s) shall pay the owner the sum stated as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the owner by reason of failure of said contractor(s) to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof.

c. In the event of multiple prime contractors, the University shall be the judge as to the division of responsibility between the contractor(s), based on the construction schedule, weekly reports and job records, and shall apportion the amount of liquidated damages to be paid by each of them, according to delay caused by any or all of them.

d. If the contractor is delayed at any time in the progress of his work solely by any act or negligence of the owner, the University, or by any employee of either; by any separate contractor employed by the owner; by changes ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the contractor's control; or by any other causes which the University determine may justify the delay, then the contract time may be extended by change order only for the time which the University may determine is reasonable.

   Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the contractor reflecting the effect of the weather on progress of the work and initialed by the University's representative. No weather delays shall be considered after the building is dried in unless work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. 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. Contractor caused delays shall be accounted for before University caused delays in the case of concurrent delays.

e. Request for extension of time shall be made in writing to the University, copies to the owner and SCO, within twenty (20) days following cause of delay. In case of continuing cause for delay, the Contractor shall notify the University, copies to the owner and SCO, of the delay within 20 days of the beginning of the delay and only one claim is necessary.

f. The contractor shall notify his surety in writing of extension of time granted.

g. No claim for time extension shall be allowed on account of failure of the University to furnish drawings or instructions until twenty (20) days after demand for such drawings and/or instructions. See Article 5c. Demand must be in written form clearly stating the potential for delay unless the drawings or instructions are provided. Any delay granted will begin after the twenty (20) day demand period is concluded.

## ARTICLE 24 - PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY

a. The owner may desire to occupy or utilize all or a portion of the project prior to the completion of the project.

b. Should the owner request a utilization of a building or portion thereof, the University shall perform a University final inspection of area after being notified by the contractor that the area is ready for such. After the contractor has completed University final inspection punch list and the University has verified, then the University shall schedule a beneficial occupancy inspection at a time and date acceptable to the owner, contractor(s) and State Construction Office. If beneficial occupancy is granted by the State Construction Office, in such areas the following will be established:

1. The beginning of guarantees and warranties period for the equipment necessary to support in the area.

2. The owner assumes all responsibilities for utility costs for entire building.

2. Contractor will obtain consent of surety.

3. Contractor will obtain endorsement from insurance company permitting beneficial occupancy.

c. The owner shall have the right to exclude the contractor from any part of the project which the University has so certified to be substantially complete, but the owner will allow the contractor reasonable access to complete or correct work to bring it into compliance with the contract.

d. Occupancy by the owner under this article will in no way relieve the contractor from his contractual requirement to complete the project within the specified time. The contractor will not be relieved of liquidated damages because of beneficial occupancy. The University may prorate liquidated damages based on the percentage of project occupied.

## ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT

a. Upon notification from the contractor(s) that the project is complete and ready for inspection, the University shall make a University final inspection to verify that the project is complete and ready for SCO final inspection. Prior to SCO final inspection, the contractor(s) shall complete all items requiring corrective measures noted at the University

final inspection. The University shall schedule a SCO final inspection at a time and date acceptable to the owner, contractor(s) and State Construction Office.

b. At the SCO final inspection, the University and his consultants shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the contract documents. At the conclusion of the SCO final inspection, the University and State Construction Office representative shall make one of the following determinations:

1. That the project is completed and accepted.

2. That the project will be accepted subject to the correction of the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of SCO final inspection or the owner may invoke Article 28, Owner's Right to Do Work.

4. That the project is not complete and another date for a SCO final inspection will be established.

c. Within fourteen (14) days of final acceptance per Paragraph b1 or within fourteen (14) days after completion of punch list per Paragraph b2 above, the University shall certify the work and issue applicable certificate(s) of compliance.

d. Any discrepancies listed or discovered after the date of SCO final inspection and acceptance under Paragraphs b1 or b2 above shall be handled in accordance with Article 42, Guarantee.

f. The final acceptance date will establish the following:

1. The beginning of guarantees and warranties period.

2. The date on which the contractor's insurance coverage for public liability, property damage and builder's risk may be terminated.

3. That no liquidated damages (if applicable) shall be assessed after this date.

4. The termination date of utility cost to the contractor.

**g. Prior to issuance of final acceptance date, the contractor shall have his authorized representatives visit the project and give full instructions to the designated personnel regarding operating, maintenance, care, and adjustment of all equipment and special construction elements. In addition, the contractor shall provide to the owner a complete instructional video (media format acceptable to the owner) on the operation, maintenance, care and adjustment of all equipment and special construction elements.**

## ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT

a. Any work, materials, fabricated items or other parts of the work which have been condemned or declared not in accordance with the contract by the University shall be promptly removed from the work site by the contractor, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the owner. Work or property of other contractors or the owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the contractor whose work is faulty.

b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the University, and shall make satisfactory progress, as determined by the University, until completed.

c. Should the contractor fail to proceed with the required corrections, then the owner may complete the work in accordance with the provisions of Article 28.

## ARTICLE 27 - CORRECTION OF WORK AFTER FINAL PAYMENT

See Article 35, Performance Bond and Payment Bond, and Article 42, Guarantee**.** Neither the final certificate, final payment, occupancy of the premises by the owner, nor any provision of the contract, nor any other act or instrument of the owner, nor the University, shall relieve the contractor from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. Contractor shall correct or make good any defects due thereto and repair any damage resulting there from, which may appear during the guarantee period following final acceptance of the work except as stated otherwise under Article 42, Guarantee. The owner will report any defects as they may appear to the contractor and establish a time limit for completion of corrections by the contractor. The owner will be the judge as to the responsibility for correction of defects.

## ARTICLE 28 - 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 University, 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 University. 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.

## ARTICLE 29 - 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 above 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 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 surety 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. 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 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 shall be liable and shall pay to the owner the amount of said excess.

## ARTICLE 30 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

a. Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or control of the contractor, or if the owner should fail or refuse to make payment on account of a certificate issued by the University within forty-five (45) days after receipt of same, then the contractor, after fifteen (15) days' written notice sent by certified mail, return receipt requested, to the owner and the University, may suspend operations on the work or terminate the contract.

b. The owner shall be liable to the contractor for the cost of all materials delivered and work performed on this contract plus 10 percent overhead and profit and shall make such payment. The University shall be the judge as to the correctness of such payment.

## ARTICLE 31 - REQUEST FOR PAYMENT

a. Not later than the fifth day of the month, the contractor shall submit to the University a request for payment for work done during the previous month. The request shall be in the form agreed upon between the contractor and the University, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:

   1. Total of contract including change orders.

   2. Value of work completed to date.

   3. Less five percent (5%) retainage, provided however, that after fifty percent (50%) of the contractor’s work has been satisfactorily completed on schedule, with approval of the owner and the State Construction Office and written consent of the surety, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule.

   4. Less previous payments.

   5. Current amount due.

b. The contractor, upon request of the University, shall substantiate the request with invoices of vouchers or payrolls or other evidence.

c. Prior to submitting the first request, the contractor shall prepare for the University a schedule showing a breakdown of the contract price into values of the various parts of the work, so arranged as to facilitate payments to subcontractors in accordance with Article 17, Contractor and Subcontractor Relationships. The contractor(s) shall list the

value of each subcontractor and supplier, identifying each minority business subcontractor and supplier as listed in Affidavit C, if applicable.

d. When payment is made on account of stored materials and equipment, such materials must be stored on the owner's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the owner's title to such materials and equipment. Such payments will be made only for materials that have been customized or fabricated specifically for this project. Raw materials or commodity products including but not limited to piping, conduit, CMU, metal studs and gypsum board may not be submitted. Responsibility for such stored materials and equipment shall remain with the contractor regardless of ownership title. Such stored materials and equipment shall not be removed from the owner's property. Should the space for storage on-site be limited, the contractor, at his option, shall be permitted to store such materials and/or equipment in a suitable space off-site. Should the contractor desire to include any such materials or equipment in his application for payment, they must be stored in the name of the owner in an independent, licensed, bonded warehouse approved by the University, owner and the State Construction Office and located as close to the site as possible. The warehouse selected must be approved by the contractor's bonding and insurance companies; the material to be paid for shall be assigned to the owner and shall be inspected by the University. Upon approval by the University, owner and SCO of the storage facilities and materials and equipment, payment therefore will be certified. Responsibility for such stored materials and equipment shall remain with the contractor. Such stored materials and equipment shall not be moved except for transportation to the project site. Under certain conditions, the University may approve storage of materials at the point of manufacture, which conditions shall be approved by the University, the owner and the State Construction Office prior to approval for the storage and shall include an agreement by the storing party which unconditionally gives the State absolute right to possession of the materials at any time. Bond, security and insurance protection shall continue to be the responsibility of the contractor(s).

e. In the event of beneficial occupancy, retainage of funds due the contractor(s) may be reduced with the approval of the State Construction Office to an equitable amount to cover the list of items to be completed or corrected. Retainage may not be reduced to less than two and one-half (2 1/2) times the estimated value of the work to be completed or corrected. Reduction of retainage must be with the consent and approval of the contractor's bonding company.

## ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT

a. Within five (5) days from receipt of request for payment from the contractor, the University shall issue and forward to the owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the University. If the certificate is not approved by the University, he shall state in writing to the contractor and the owner his reasons for withholding payment.

b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the owner except:

1. Claims arising from unsettled liens or claims against the contractor.

2. Faulty work or materials appearing after final payment.

3. Failure of the contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.

4. As conditioned in the performance bond and paymentbond.

c. The making and acceptance of final payment shall constitute a waiver of all claims by the contractor except those claims previously made and remaining unsettled (Article 20(c)).

d. Prior to submitting request for final payment to the University for approval, the contractor shall fully comply with all requirements specified in the "project closeout" section of the specifications. These requirements include but not limited to the following:

1. Submittal of Product and Operating Manuals, Warranties and Bonds, Guarantees, Maintenance Agreements, As-Built Drawings, Certificates of Inspection or Approval from agencies having jurisdiction. (The University must approve the Manuals prior to delivery to the owner).

2. Transfer of Required attic stock material and all keys in an organizedmanner.

3. Record of Owner's training.

4. Resolution of any final inspection discrepancies.

5. Granting access to Contractor's records, if Owner's internal auditors have made a request for such access pursuant to Article 52.

e. The contractor shall forward to the University, the final application for payment along with the following documents:

1. List of minority business subcontractors and material suppliers showing breakdown of contract amounts and total actual payments to subs and material suppliers.

2. Affidavit of Release of Liens.

3. Affidavit of contractors of payment to material suppliers and subcontractors. (See Article 36).

4. Consent of Surety to Final Payment.

5. Certificates of state agencies required by state law.

f. The University will not authorize final payment until the work under contract has been certified by University, certificates of compliance issued, and the contractor has complied with the closeout requirements. The University shall forward the contractor's final application for payment to the owner along with respective certificate(s) of compliance required by law.

## ARTICLE 33 - PAYMENTS WITHHELD

a. The University with the approval of the State Construction Office may withhold payment for the following reasons:

1. Faulty work not corrected.

2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the University.

3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.

b. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:

1. Claims filed against the contractor or evidence that a claim will be filed.

2. Evidence that subcontractors have not been paid.

c. The Owner may withhold all or a portion of Contractor's general conditions costs set forth in the approved schedule of values, if Contractor has failed to comply with: (1) a request to access its records by Owner's internal auditors pursuant to Article 52; (2) a request for a plan of action and/or recovery schedule under Article 14.j or provide The Owner; (3) a request to provide an electronic copies of Contractor's baseline schedule, updates with all logic used to create the schedules in the original format of the scheduling software; and (4) Contractor's failure to have its Superintendent on the Project full-time; (

d. 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 in accordance with 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.

## ARTICLE 34 - 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.

## ARTICLE 35 - PERFORMANCE BOND AND PAYMENT BOND

a. Each contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications.

b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

## ARTICLE 36 - CONTRACTOR'S AFFIDAVIT

The final payment of retained amount due the contractor on account of the contract shall not become due until the contractor has furnished to the owner through the University an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with his contract have been satisfied, and that no claims or

liens exist against the contractor in connection with this contract. In the event that the contractor cannot obtain similar affidavits from subcontractors to protect the contractor and the owner from possible liens or claims against the subcontractor, the contractor shall state in his affidavit that no claims or liens exist against any subcontractor to the best of his (the contractor's) knowledge, and if any appear afterward, the contractor shall save the owner harmless.

## ARTICLE 37 - ASSIGNMENTS

The contractor shall not assign any portion of this contract nor subcontract in its entirety. Except as may be required under terms of the performance bond or payment bond, no funds or sums of money due or become due the contractor under the contract may be assigned.

## ARTICLE 38 - USE OF PREMISES

a. The contractor(s) shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the University and shall not exceed those established limits in his operations.

b. The contractor(s) shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

c. The contractor(s) shall enforce the University's and owner's instructions regarding signs, advertisements, fires and smoking.

d. No firearms, any type of alcoholic beverages, or drugs (other than those prescribed by a physician) will be permitted at the job site.

## ARTICLE 39 - CUTTING, PATCHING AND DIGGING

a. The contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the University may direct.

b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefor.

c. No contractor shall endanger any work of another contractor by cutting, digging or other means. No contractor shall cut or alter the work of any other contractor without the consent of the University and the affected contractor(s).

## ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS

a. The contractor shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer and other utility services which may be necessary and required for completion of the project including all utilities required for testing, cleaning, balancing, and sterilization of designated plumbing, mechanical and electrical systems. Any permanent meters installed shall be listed in the contractor's name until work has a final acceptance. The contractor will be solely responsible for all utility costs prior to final acceptance. Contractor shall contact all affected utility companies prior to bid to determine their requirements to provide temporary and permanent service and include all costs associated with providing those services in their bid. Coordination of the work of the utility companies during construction is the sole responsibility of the contractor.

b. Meters shall be relisted in the owner's name on the day following final acceptance of the Project Expediter's work, and the owner shall pay for services used after that date.

c. The owner shall be reimbursed for all metered utility charges after the meter is relisted in the owner's name and prior to completion and acceptance of the work of **all** contractors. Reimbursement shall be made by the contractor whose work has not been completed and accepted. If the work of two or more contractors has not been completed and accepted, reimbursement to the owner shall be paid by the contractors involved on the basis of assessments by the University.

d. Prior to the operation of permanent systems, the Project Expediter will provide temporary power, lighting, water, and heat to maintain space temperature above freezing, as required for construction operations.

e. All contractors shall have the permanent building systems in sufficient readiness for furnishing temporary climatic control at the time a building is enclosed and secured. The HVAC systems shall maintain climatic control throughout the enclosed portion of the building sufficient to allow completion of the interior finishes of the building. A building shall be considered enclosed and secured when windows, doorways (exterior, mechanical, and electrical equipment rooms), and hardware are installed; and other openings have protection which will provide reasonable climatic control. The appropriate time to start the mechanical systems and climatic condition shall be jointly determined by the contractor(s), the University and owner. Use of the equipment in this manner shall be subject to the approval of the University and owner and shall in no way affect the warranty requirements of the contractor(s).

f. The electrical contractor shall have the building's permanent power wiring distribution system in sufficient readiness to provide power as required by the HVAC contractor for temporary climatic control.

g. The electrical contractor shall have the building's permanent lighting system ready at the time the general contractor begins interior painting and shall provide adequate lighting in those areas where interior painting and finishing is being performed.

h. Each prime contractor shall be responsible for his permanently fixed service facilities and systems in use during progress of the work. The following procedures shall be strictly adhered to:

1. Prior to final acceptance of work by the State Construction Office, each contractor shall remove and replace any parts of the permanent building systems damaged through use during construction.

2. Temporary filters as recommended by the equipment manufacturer in order to keep the equipment and ductwork clean and free of dust and debris shall be installed in each of the heating and air conditioning units and at each return grille during construction. New filters shall be installed in each unit prior to the owner's acceptance of the work.

3. Extra effort shall be maintained to keep the building and the site adjacent to the building clean and under no circumstances shall air systems be operated if finishing and site work operations are creating dust in excess of what would be considered normal if the building were occupied.

4. It shall be understood that any warranty on equipment presented to the owner shall extend from the day of final acceptance by the owner. The cost of warranting the

equipment during operation in the finishing stages of construction shall be borne by the contractor whose system is utilized.

5. The electrical contractor shall have all lamps in proper working condition at the time of final project acceptance.

i. The Project Expediter shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets required for a complete and adequate sanitary arrangement. These facilities will be available to other contractors on the job and shall be kept in a neat and sanitary condition at all times. Chemical toilets are acceptable.

j. The Project Expediter shall, if required by the Supplementary General Conditions and where directed, erect a temporary field office, complete with lights, telephone, heat and air conditioning. A portion of this office shall be partitioned off, of sufficient size, for the use of a resident inspector, should the University so direct.

k. On multi-story construction projects, the Project Expediter shall provide temporary elevators, lifts, or other special equipment for the general use of all contractors. The cost for such elevators, lifts or other special equipment and the operation thereof shall be included in the Project Expediter's bid.

l. The Project Expediter will erect one sign on the project if required. The sign shall be of sound construction, and shall be neatly lettered with black letters on white background. The sign shall bear the name of the project, and the names of prime contractors on the project, and the name of the University and consultants. Directional signs may be erected on the owner's property subject to approval of the owner with respect to size, style and location of such directional signs. Such signs may bear the name of the contractor and a directional symbol. No other signs will be permitted except by permission of the owner.

## ARTICLE 41 - CLEANING UP

a. The contractors shall keep the building and surrounding area reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by the University or Project Expediter. The Project Expediter shall provide an onsite refuse container(s) for the use of all contractors. Each contractor shall remove their rubbish and debris from the building on a daily basis. The Project Expediter shall broom clean the building as required to minimize dust and dirt accumulation.

b. The Project Expediter shall provide and maintain suitable all-weather access to the building.

c. Before final inspection and acceptance of the building, each contractor shall clean his portion of the work, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the owner, with no cleaning required by the owner.

## ARTICLE 42 - GUARANTEE

a. 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 date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to the owner.

b. 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.

c. 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 ofbeneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specification's sections governing such roof, equipment, materials, or supplies.

## ARTICLE 43 - CODES AND STANDARDS

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina State building codes, federal specifications, ASTM specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

## ARTICLE 44 - INDEMNIFICATION

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner, the University and the agents, consultants and employees of the owner and University, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the contractor, the contractor's subcontractor, or the agents of either the contractor or the contractor's subcontractor. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this article.

## ARTICLE 45 - 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) asamended).

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 & UseTax**

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.

## ARTICLE 46 - 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.

## ARTICLE 47 - EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES

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.

## ARTICLE 48 - ASBESTOS-CONTAINING MATERIALS (ACM)

The State of North Carolina has attempted to address all asbestos-containing materials that are to be disturbed in the project. However, there may be other asbestos-containing materials in the work areas that are not to be disturbed and do not create an exposure hazard.

Contractors are reminded of the requirements of instructions under Instructions to Bidders and General Conditions of the Contract, titled Examination of Conditions. Statute 130A, Article 19, amended August 3, 1989, established the Asbestos Hazard Management Program that controls asbestos abatement in North Carolina. The latest edition of *Guideline Criteria for Asbestos Abatement* from the State Construction Office is to be incorporated in all asbestos abatement projects for the Capital Improvement Program.

## ARTICLE 49 - MINORITY BUSINESS PARTICIPATION

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority businesses in total value of work for each State building project. The document, *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Affidavits and Appendix E are hereby incorporated into and made a part of this contract.

## ARTICLE 50 – 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 capital improvement projects. In addition to final evaluation, interim evaluation may be prepared during the progress of project. The document, Contractor Evaluation Procedures, is hereby incorporated and made a part of this contract. The owner may request the contractor's comments to evaluate the University.

## ARTICLE 51 – GIFTS

Pursuant to N.C. Gen. Stat. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, subcontractor, supplier, vendor, etc.), to make gifts or to give favors to any State employee. This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review G.S. Sec. 133-32.

During the construction of the Project, the Contractor is prohibited from making gifts to any of the Owner's employees, Owner's project representatives (architect, engineers, construction manager and their employees), employees of the State Construction Office and/or any other State employee that may have any involvement, influence, responsibilities, oversight, management and/or duties that pertain to and/or relate to the contract administration, financial administration and/or disposition of claims arising from and/or relating to the Contract and/or Project.

## ARTICLE 52 – AUDITING-ACCESS TO PERSONS AND RECORDS

In accordance with N.C. General Statute 147-64.7, the State Auditor shall have access to Contractor's officers, employees, agents and/or other persons in control of and/or responsible for the Contractor's records that relate to this Contracts for purposes of conducting audits under the referenced statute. 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 loss 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.

## ARTICLE 53 – NORTH CAROLINA FALSE CLAIMS ACT

The North Carolina False Claims Act ("NCFCA"), N.C Gen. Stat. § 1-605 through 1-618, applies to this Contract. The Contractor should familiarize itself with the entire NCFCA and should seek the assistance of an attorney if it has any questions regarding the NCFCA and its applicability to any requests, demands and/or claims for payment its submits to the State through the contracting state agency, institution, university or community college.

The purpose of the NCFCA "is to deter persons from knowingly causing or assisting in causing the State to pay claims that are false or fraudulent and to provide remedies in the form of treble damages and civil penalties when money is obtained from the State by reason of a false or fraudulent claim." (Section 1-605(b).) A contractor's liability under the NCFCA may arise from, but is not limited to: requests for payment, invoices, billing, claims for extra work, requests for change orders, requests for time extensions, claims for delay damages/extended general conditions costs, claims for loss productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, documentation used to support any of the foregoing requests or claims, and/or any other request for payment from the State through the contracting state agency, institution, university or community college. The parts of the NCFCA that are most likely to be enforced with respect to this type of contract are as follows:

- A "claim" is "[a]ny request or demand, whether under a contract or otherwise, for money or property and whether or not the State has title to the money or property that (i) is presented to an officer, employee, or agent of the State or (ii) is made to a contractor … if the money or property is to be spent or used on the State's behalf or to advance a State program or interest and if the State government: (a) provides or has provided any portion of the money or property that is requested or demanded; or (b) will reimburse such contractor … for any portion of the money or property which is requested or demanded." (Section 1-606(2).)

- "Knowing" and "knowingly." – Whenever a person, with respect to information, does any of the following: (a) Has actual knowledge of the information; (b) Acts in deliberate ignorance of the truth or falsity of the information; and/or (c) Acts in reckless disregard of the truth or falsity of the information. (Section 1-606(4).) Proof of specific intent to defraud is not required. (Section 1-606(4).)

- "Material" means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property. (Section 1-606(4).)

- Liability. – "Any person who commits any of the following acts shall be liable to the State for three times the amount of damages that the State sustains because of the act of that person [:] … (1) Knowingly presents or causes to be presented a false or fraudulent claim for payment or approval. (2) Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim. (3) Conspires to commit a violation of subdivision (1), (2) …" (Section 1-607(a)(1), (2).)

- The NCFCA shall be interpreted and construed so as to be consistent with the federal False Claims Act, 31 U.S.C. § 3729, et seq., and any subsequent amendments to that act. (Section 1-616(c).)

Finally, the contracting state agency, institution, university or community college may refer any suspected violation of the NCFCA by the Contractor to the Attorney General's Office for investigation. Under Section 1-608(a), the Attorney General is responsible for investigating any violation of NCFCA, and may bring a civil action against the Contractor under the NCFCA. The Attorney General's investigation and any civil action relating thereto are independent and not subject to any dispute resolution provision set forth in this Contract. (See Section 1-608(a).)

## ARTICLE 54 – TERMINATION FOR CONVENIENCE

Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. 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.

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 are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above 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.

SECTION 01000 – SUPPLEMENTARY GENERAL CONDITIONS

PART 1 - GENERAL

1.1 GENERAL

A. Refer to “Instructions to Bidders” and “General Conditions” of the Contract, dated January, 2013 (Fourth Edition) provided herein for general conditions.

1.2 DEFINITIONS

A. The following paragraphs are hereby added and shall be a part of Article 1 – Definitions of the General Conditions of the Contract.

cc. In these specifications the words “owner”, and “University” shall refer to and indicate North Carolina Agricultural and Technical State University.

1.3 SUBMITTALS AND SHOP DRAWINGS

A. The following paragraphs are hereby added and shall be a part of Article 5 – Shop Drawings, Submittals, Samples, and Data of the General Conditions of the Contract.

e. Give the owner written notification of the brand name and manufacturer of each material proposed for use and include a statement that all proposed materials meet the specification requirements. Obtain owner’s approval in writing prior to placing orders.

NOTE: SUBMITTAL OF CATALOG CUT SHEETS, ETC. IN LIEU OF THE MATERIALS LIST REQUIRED ABOVE IS NOT ACCEPTABLE.

f. Furnish Manufacturer's Certificates of Compliance with materials' specifications, for materials incorporated into the work, signed by a responsible officer of the manufacturing firm and notarized. Each certificate shall be an original document printed on the manufacturer’s standard letterhead. Each certificate shall specifically reference the project and the applicable compliance standard.

**NOTE: APPLICATIONS FOR PAYMENT REQUESTING PAYMENT FOR MATERIALS WILL NOT BE CERTIFIED OR APPROVED UNLESS ACCOMPANIED WITH MANUFACTURER’S CERTIFICATES OF COMPLIANCE FOR THOSE MATERIALS. IT IS SUGGESTED THAT CONTRACTOR REQUEST MATERIAL CERTIFICATES OF COMPLIANCE FROM MATERIAL SUPPLIERS AT THE TIME MATERIALS ARE ORDERED.**

g. Submit Material Safety Data Sheet (MSDS) for materials proposed for use.

h. Contractor shall submit to Owner a work schedule to meet the contract time limits. Refer to Article 14 of General Conditions of the Contract. A

bona fide schedule must be submitted prior to submittal of the first request for payment. Contractor shall update schedule as required by Article 14.

i. Prior to start of any work, Contractor must submit to Owner a Schedule of Values on AIA Form G703 listing each phase of the work and its scheduled value. Contractor must be prepared to verify all material costs by producing supplier invoices, bills of lading, etc. upon request by Owner.

j. Schedule of Values, shall include labor and material line items for all material components with a material value of more than $2,000.00 or 5% of the contract amount (whichever is least). The schedule of values must include, as a minimum, line items for any of the following which are applicable to this project including separate labor and material line items where applicable.

1. Mobilization, insurance, bond
2. Demolition
3. Track materials
4. Installation labor
5. Manufacturer's inspection
6. Cleanup, demobilization
7. Unit price work in Base Bid (separate line items)
8. Warranty

k. Submit to Owner a roster sheet showing names of the crew. Roster sheet must be updated as necessary.

l. Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by Contractor or any Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor which illustrate some portion of the work. Samples are physical examples furnished by Contractor to illustrate materials, equipment or workmanship and establish standards for the work.

m. Within two weeks after award of Contract, Contractor shall provide University with a schedule of the dates for submission of each shop drawing and sample required by the Contract. The sequence of submittals shall permit an orderly review by Owner with reasonable time allowed for checking, correction and rechecking corrections, as well as returning the approved or rejected shop drawings and samples to Contractor and, in turn, to any Subcontractor. Refer to Article 5 of the General Conditions.

NOTE: NO PAY APPLICATIONS WILL BE PROCESSED UNTIL THE SUBMITTALS REQUIRED BY PARAGRAPHS 1.3 A e THROUGH 1.3 A k HAVE BEEN APPROVED BY THE UNIVERSITY.

n. Contractor shall be responsible for coordinating the schedule for submittal of shop drawings and samples with Contractor's progress schedule and the requirements of the Contract. Failure of Contractor to schedule and submit shop drawings and samples in ample time for checking, correction and rechecking will not justify any delay in the timely performance of the work. All shop drawings and samples shall bear the following information and shall be submitted by transmittal form:

1. Owner's project numbers.
2. Date of submittal.
3. Submittal Number.
4. Title of Project.
5. Name of Contractor and date of Contractor's approval.
6. Name of Subcontractor or supplier and date of submittal to contractor.
7. Reference to Specification Section and Paragraph and/or Drawing Number(s).
8. The specific location of that portion of the work covered by the submission.
9. Any qualification, departure or deviation from the requirements of the Contract.
10. Any additional information required by the Specifications for the particular material being furnished.

o. Each shop drawing shall be numbered. The same numbering system shall be retained throughout all revisions. Each drawing shall have a clear space for the approval stamps of Contractor, University and University's consultants, if any.

p. In submitting shop drawings for approval, all associated shop drawings relating to a complete assembly shall, where possible, be submitted at the same time so that each may be checked in relation to the entire proposed assembly.

q. Contractor shall prepare composite shop drawings and installation layouts, when required, to depict proposed solutions for tight field conditions. The composite shop drawings and field installation layouts shall be coordinated in the field by Contractor and its Subcontractors for proper relationship to the work of all other trades involved in the work.

r. Prior to submission, Contractor shall determine and verify field measurements and availability of the material, and shall have coordinated each shop drawing and sample with requirements of the Contract.

s. With respect to standard manufactured items, Contractor shall submit to Owner manufacturer's illustrated cuts of the items to be furnished showing details, sizes and dimensions and all other pertinent information. Sufficient copies of cuts shall be furnished so that Owner may retain a minimum of three (3) copies of such cuts and return to Contractor the number of copies required for Contractor's use and distribution. Simultaneously, Contractor shall submit one copy of the same documents to Owner's Representative and one copy to Owner.

t. Owner will review Shop Drawings and Samples to determine conformance with the design concept of the Project and with the information given in the Contract. Owner's approval of a separate item shall not be construed to mean approval of the assembly of which such item is a part.

u. Owner's approval of Shop Drawings or Samples shall not relieve Contractor of responsibility for any deviation from the requirements of the Contract unless Contractor has informed Owner in writing of such deviation at the time of submission and Owner has given written approval to the specific deviation, nor shall Owner's approval relieve Contractor from responsibility for errors or omissions in the shop drawings or samples.

v. Contractor shall make any corrections required by Owner and shall resubmit corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing, or on resubmitted shop drawings, to revisions other than the corrections required by Owner. The number and distribution of copies shall be the same as in Contractor's first submission.

w. In the event that Owner shall mark shop drawings "approved" or "approved as noted", Contractor shall make such corrections, if any, as may be noted. Correction shall be made on, and prints for final distribution shall be made from, the transparencies bearing Owner's notations and impress stamps. Final distribution of prints shall be made by Contractor.

x. No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by Owner. All such portions of the work shall be in accordance with approved shop drawings and samples.

y. Any work which will result in structural changes in walls, steel, floors and masonry shall not be commenced by Contractor prior to Owner's written approval. Contractor's submission for such work shall fully describe all details of methods, shoring and bracing.

1.4 PROTECTION OF WORK, PROPERTY AND THE PUBLIC

A. The following paragraphs are hereby added to and shall be a part of Article 11 – Protection of Work, Property and the Public of the General conditions of the Contract.

j. At conclusion of each day’s work, Contractor shall carefully inspect work including temporary daily tie-offs to ensure system is completely water tight; all stored materials are suitably protected from the weather and all equipment is stored in such a manner as not to interfere with facility operations.

k. Prior to starting work Contractor shall obtain approval of the Owner for locations of work operations at ground level, such as material storage, hoisting, dumping, etc. Work will be restricted to approved locations.

l. Contractor will be responsible for any damage to grounds and landscaping and …..concrete, and related items….. In the event of damage, he/She shall restore damaged property to a condition equivalent to that at time of start of operations.

m. Contractor shall conduct work in a manner that will ensure the least possible obstruction to traffic and inconvenience to the general public, students and school personnel. The Contractor shall take all precautions to ensure the protection of persons and property.

n. No roads, streets or sidewalks shall be closed to the public except with permission from the Owner. Written Requests for permission to obstruct roads must be delivered to the Owner 48 hours prior to the time obstruction is required. Fire hydrants on or adjacent to the work shall be kept in operation. Provisions shall be made by the Contractor to ensure the safe use of sidewalks and proper functioning of all gutters, sewer inlets, temporary drainage ditches, etc. which shall not be obstructed except as approved by the Owner.

o. The Contractor shall protect from damage all trees, shrubs and natural planting beds in and around the construction site.

p. Contractor shall use whatever means necessary to isolate equipment from non-contractor personnel, including the construction of a six-foot tall chain-link fence with integral lockable gate. Owner reserves the right to judge adequacy of contractor's methods to isolate equipment and may at any time, demand construction of the fence as compliance with this requirement. Should the Owner demand the construction of the fence, such shall be accomplished at no additional cost to the Owner.

q. On normal workdays when contractor does not work due to inclement weather or other reasons, Contractor's superintendent shall visit the site no later than his normal start time and verify that the system is completely water tight; all stored materials are suitably protected from the weather and all equipment is stored in such a manner as not to interfere with facility operations. Contractor shall be prepared to implement emergency repairs as necessary to prevent leakage into the facility.

r. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary precaution to prevent damage, injury or loss to:

1. All employees on the work and other persons who may be affected thereby.
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and,
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

s. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body (including the North Carolina Building Code) having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. All damage, injury or loss to any property caused, directly or indirectly in whole or in part, by the Contractor, and Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the Contractor.

t. The Contractor shall be responsible for repairing all damage caused by project work.

u. Care shall be taken to protect all persons in the vicinity from injury and undue inconvenience.

v. Where the work overhead interferes with entrances and exits, erect access tunnels in accordance with regulatory agencies including OSHA and the North Carolina Building Code.

1.5 INSPECTION OF WORK

A. The following paragraphs are hereby added and shall be a part of Article 13 – Inspection of the Work of the General Conditions of the Contract.

g. Work found to be in violation of specifications or not in accordance with established workmanship practices and standards will be subject to complete removal and proper replacement with new materials at Contractor's expense.

h. Failure of Owner to discover or reject defective work, or work not in accordance with the Contract, shall not be deemed an acceptance thereof, nor a waiver of Owner's rights to Contractor's compliance with the Contract or performance of the work, or any part thereof. No partial or final payment, or partial or entire occupancy, by Owner shall be deemed to be an acceptance of work or of material which is not strictly in accordance with the Contract, nor shall it be deemed to be a waiver by Owner of any of Owner's rights pursuant to this Contract or otherwise.

i. The words "supervise" and "inspect" wherever used herein in connection with the duties or activity of the Owner shall in no way, expressed or implied, relieve the Contractor from his responsibilities for the safety of the workmen, the preservation of the work or proper performance under this Contract. The Owner shall not be responsible for the safety of the workmen, the safeguarding of the work, or the proper performance of the Contractor.

j. No Inspector shall have the power to waive the obligations resting upon the Contractor to furnish good material and do good work as herein prescribed. Any failure or omission on the part of any Inspector or the Owner to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove, and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the Owner to do so.

k. Contractor will be responsible for attending regularly scheduled progress meetings at the site.

1.6 CONSTRUCTION SUPERVISION

A. The following paragraphs are hereby added and shall be a part of Article 14 – Construction Supervision and Schedule of the General Conditions of the Contract.

m. It is the responsibility of the Contractor to keep accurate and current records of Unit Price Work accomplished. All Unit Price Work must be authorized by the Owner.

n. Project Expediter shall post a sign indicating that firearms are prohibited on the job site.

**o. For the purpose of these Specifications, the designation of "superintendent" is hereby defined as the individual present on the job site at all times work is being performed and whose primary responsibility is to supervise and direct the performance of the work.**

p. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employment.

q. The superintendent shall be in attendance at the project site at all times during the progress of the work and his duties as superintendent shall be limited to this project only. The superintendent shall supervise and instruct workmen without engaging in the work process. Should the superintendent be absent temporarily from the project at any time, he shall designate a competent foreman to assume his duties. During the superintendent's absence, the foreman shall not engage in the work process but shall supervise and instruct only. Likewise, any communications given to the foreman shall be as binding as if given to the Contractor.

r. The superintendent shall have had a minimum of four (4) years continuous experience in supervision and masonry installation as a job superintendent on projects of similar size and scope. References should be furnished to support his/her abilities to perform the scope of work.

s. All Contractor personnel shall wear identification badges at all times acceptable to the University. Contractor must submit employee roster to Owner prior to starting work.

1.7 TIME OF COMPLETION

A. The following paragraphs are hereby added to and shall be a part of Article 23 – Time of Completion, Delays, and Extension of Time of the General Conditions of the Contract.

h. The Contractor(s) shall commence work to be performed under this agreement on a date to be specified in a written order from the University and shall fully complete all work hereunder within **fifty (50) consecutive calendar days for track renovations and an additional twenty (20) days for new construction. The University intends an award date of February 26, 2019** from said date. For each day in excess of the above number of days, the Contractor shall pay to the Owner the sum of **Two Hundred Fifty Dollars ($250.00)** as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said Contractor(s) to complete work within the time specified, such time being in the essence of this contract and a material consideration thereof. The owner shall be the judge as to division of responsibility between the Contractor(s) and shall apportion the amount of liquidated damages to be paid by each of them, according to delay caused by any or all of them.

i. Contractor's working hours shall generally be from 7:00 a.m. to 7:00 p.m. Work schedule is subject to temporary changes due to operational needs of the University. Weekend work is to be coordinated with Owner three (3) days in advance.

j. The "5-year average of precipitation" shall be determined only by applying daily amounts greater than one-tenth (0.10) of an inch. Only amounts exceeding 0.10 inch shall be applied in determining the actual number of "rain days" for a given month.

k. Time extensions for weather related delays which affect the critical path and exceed the NOAA 5-year average for a particular month, will only be granted provided the contractor makes an effort to make up work on weekends or holidays following the rain event. Exceptions to this requirement may be granted in cases where rain occurs on a make-up day.

l. The effect of "rain days" may impact Critical Path work activities for a period more than the average rain days for any period, such as dewatering, cleanup, etc. which would follow a rain event. The Contractor shall include in the Project Schedule, sufficient days to accommodate weather related delays which will result from the 5-year average precipitation for each month.

1.8 UTILITIES

A. The following paragraphs are hereby added and shall be a part of Article 40 – Utilities, Structures and Signs of the General Conditions of the Contract.

m. Return all utilities disconnected or affected in any way by the demolition and/or construction back into operation that is equal to or better than before the project start.

1.9 PERSONNEL FACILITIES

A. The following paragraphs are hereby added and shall be a part of Article 41 – Cleaning Up of the General Conditions of the Contract.

d. Contractor personnel may not use toilet or washroom facilities in existing buildings.

e. Contractor will be responsible to provide portable toilet facilities and facilities for washing and clean-up as necessary. Facilities will be located at sites approved by the Owner. Contractor is required to lock portable toilet at the end of each workday on a daily basis.

f. On-site lunchroom facilities will not be available to Contractor personnel.

g. Contractor vehicles must be registered with the Owner.

h. All debris and removed material shall be removed from the site daily to minimize accumulation. Contractor is required to contain all trash and debris and prevent trash and debris from being blown around campus. Contractor is to police trash and debris on a daily basis and place all trash and debris in proper containment. Owner reserves the right to judge whether or not debris is being removed in a timely manner.

1.10 GUARANTEES AND WARRANTY

A. The following paragraphs are hereby added and shall be a part of Article 42 – Guarantee of the General Conditions of the Contract.

e. The Contractor shall guarantee the materials and workmanship associated with any repairs against defects due to faulty materials, workmanship and/or negligence by the Contractor(s) for a period ten years on materials and two years on labor following final acceptance of the work. Guarantee shall be in the form included herein.

1.11 CONTRACTOR EMPLOYEES

A. None but skilled foremen and workmen shall be employed on work requiring special qualifications. Any person employed on the work who fails, refuses, or neglects to obey the instructions in anything relating to this work, or who appears to be disorderly, insubordinate, unfaithful, or incompetent, shall upon the order of the Owner be at once discharged and not again employed on any part of the work. Any interference with, or abusive or threatening conduct toward the Owner or his assistants by the Contractor or his employees or agents, shall be authority for the Owner to annul the Contract and re-let the work.

B. Contractor is advised that fraternization with staff and students is unacceptable and will not be tolerated. Fraternization will result in removal of the Contractor personnel for the remainder of the project.

1.12 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

A. The Bidder is required, before submitting his proposal, to visit the site of the proposed work and familiarize himself with the nature and the extent of the work and any surface and subsurface conditions that may in any manner affect the work to be done, and the equipment, materials, and labor required, and the cost thereof. Bidder is also required to examine carefully the Plans and Specifications and Contract Documents and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve him of the obligations and responsibilities assumed under the Contract. No information derived from maps, drawings, specifications, or from Employees of the City, the Owner, or his assistants, shall relieve the Contractor from any risk or from fulfilling all terms of the Contract.

B. No interpretation of the meaning of the Drawings, Specifications or other Contract Documents will be made orally to any bidder. Prospective bidders must request such interpretation in writing from the Owner. To be considered, such request must be received at least seven (7) days prior to the time fixed for the opening of bids. Any and all interpretations and supplemental instructions will be issued in the form of written addenda, not later than seven (7) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the Contract Documents.

1.13 SUBSTANTIAL COMPLETION AND CONTRACTOR'S AFFIDAVIT

A. Refer to Section 01800 – Closeout Procedures for required closeout documents. The Contractor is also referred to Articles 24 and 36 of the Instructions to Bidders and General Conditions of the Contract. Section 01770 is not included in this document. This paragraph may be deleted.

1.14 TESTING

A. Materials stored on site which are marked by the Inspector or Owner as not meeting the requirements of the contract documents are to be removed from the site by the Contractor immediately.

1.15 PROJECT RECORD DRAWINGS

A. Maintain and submit to owner one set of black-line white prints of Contract Drawings and Shop Drawings On site.

B. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

C. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.

D. Accurately record information in an understandable drawing technique.

E. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

F. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.

G. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.

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

A. Refer to Forms Section near end of Specifications.

END OF SECTION 01000

SECTION 01100 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: The project consists of:

1. TRACK RESURFACING:

a. North Carolina Agricultural and Technical State University IRWIN BELK TRACK @ BB&T Stadium

B. Project Location: 1201 Sullivan St., Greensboro, North Carolina 27411.

C. Furnish all labor, materials, tools, equipment, devices, appliances, utilities, transportation, and other facilities and services necessary to accomplish the work described in these specifications.

D. **Base Bid**: Work under Base Bid generally consists of the following:

Resurfacing of Existing Track

1. Removal of disposal of existing vulcanized track surface in accordance with technical specifications and attached drawings.
2. Furnishing and install a new vulcanized IAFF approved track surface in accordance with technical specifications and attached drawings.

Installation of New Practice Track

1. Install new practice track in accordance with technical specifications and attached drawings.

Resurfacing of exisiting pit covers

A. **Preferred Alternate No. 1:** Work under Alternate No. 1 includes the installation of Mondo Super X 720 (13.5 mm) Prefabricated Synthetic Track Surface.

B. Contractor shall be responsible to document all existing damage to facility prior to beginning work and producing documentation acceptable to University prior to starting work. Damage discovered during the project which was not documented, and which is not clearly the responsibility of others may be presumed by the University as the responsibility of the Contractor. Documentation may be in the form of written statements and/or drawings but must also be supported by photographs and/or video tape supplied by contractor.

PART 2 - PRODUCTS See Section

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

SECTION 01140 – WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 USE OF PREMISES

A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.

1. Schedule deliveries per requirements of Owner.

B. Contractor shall abide by all security and badging requirements of the Owner.

1.3 OCCUPANCY REQUIREMENTS

A. Contractor will have full access to the track for renovation. No sport related actives will take place during the renovation. Contractor must coordinate all operations with Owner's representatives.

1.4 SAFETY AND PROTECTION

A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary precautions to prevent damage, injury or loss to:

1. All employees on the work and other persons who may be affected thereby.
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and,
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

1.5 USE OF SUBCONTRACTORS

A. The Contractor may use Subcontractors to accomplish such miscellaneous or associated work as structural modifications, plumbing, relocation of conduit, service piping and/or HVAC equipment, etc, however track installation must be done by installers who are certified by the manufacturer.

B.

C. Contractor will be stopped if construction operations interfere with facility operations. Contractor must coordinate all operations with Owner's representatives.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. All damage, injury or loss to any property caused, directly or indirectly in whole or in part, by the Contractor, and Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the Contractor.

C. Tobacco products will not be allowed on the site at any time. Contractor is responsible to enforce the tobacco policy of the Owner with regard to Contractor's personnel. Non-compliance by any of Contractor's personnel will be justification for removal of those individuals from this project.

D. Submit plans for removal and track Resurfacing to Owner for his approval prior to starting work so that, if necessary, inside operations can be coordinated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01140

# SECTION 01210 – ALLOWANCES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Unit price allowances.

C. Related Sections include the following:

1. Division 1 Section “Contract Modification Procedures.”
2. Division 1 Section “Unit Prices.”
3. Division 1 Section “Quality Control.”

### 1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise the Owner of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Owner's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Owner from the designated supplier.

### 1.4 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 CONTINGENCY ALLOWANCES

A. No general allowance required.

1.7 UNUSED MATERIALS

A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Owner, prepare unused material for storage when is not economically practical to return the material for credit. If directed by Owner, deliver unused material to designated storage area. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

SECTION 01270 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

PART 2 - PRODUCTS

2.1 MATERIALS

A. All materials necessary to complete this item shall be in accordance with the Specifications.

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

END OF SECTION 01270

# SECTION 01400 – QUALITY REQUIREMENTS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. This section includes administrative and procedural requirements for quality assurance and quality control.

### 1.3 INSTALLER QUALIFICATIONS

A. Installer must be a licensed General Contractor of the class required by North Carolina Statutes for executing the work being bid.

B. Prior to an award of contract, the apparent successful bidder shall submit to Owner a statement issued by the North Carolina licensing board for general contractors on the board's letterhead certifying that the bidder is currently and appropriately licensed pursuant to the applicable provisions of North Carolina general statutes governing the business of "construction contracting" and such other rules, regulations and/or ordinances as may be applicable to performance of the work specified herein. Failure to provide evidence of an appropriate license by any bidder as described herein shall result in the bid, quotation or proposal of that bidder not being considered.

C. Bidder must be a General Contractor with at least four (4) years of contracting experience in the type of work involved in this project and must have performed work similar in scope to the work proposed in this project. Evidence of qualifications must be available upon request by Owner. The contracting firm's experience will be considered in the enforcement of this provision. All experience must have been acquired by bidding contractor names on the Form of Proposal. Firms using alias, or who have changed names during the four-year period are subject to disqualification at the discretion of the Owner. In addition, Bidders must also have successfully completed a minimum of five (5) projects of similar size and scope over the last four (4) years.

D. The General Contactor shall submit certification from the track materials manufacturer that he is a Contractor who is qualified and certified by the materials manufacturer to install the track system specified and issue the warranty required. The General Conrtactor shall also submit documentation from the manufacturer listing the foreman or superintendent for the project along with most recent training date for foreman or superintendent.

1.4 WORKMANSHIP

A. Contractor shall use workmen skilled in the type of installation on this project. Workmen shall be same workmen employed on previous projects used to demonstrate contractor's experience.

B. All work shall be consistent and shall be performed with the highest quality and skill for installation

1.5 INSPECTION

A. Owner will provide inspection during the work. Such inspection may be periodic or daily.

B. The works "supervise" and "inspect" wherever used herein in connection with the duties or activity of the Owner shall in no way, expressed or implied, relieve the Contractor from his responsibilities for the safety of the workmen, the preservation of the work or proper performance under this Contract. The Owner shall not be responsible for the safety of the workmen, the safeguarding of the work, or the proper performance of the Contractor.

C. No Inspector shall have the power to waive the obligations resting upon the Contractor to furnish good material and do good work as herein prescribed. Any failure or omission on the part of any Inspector or the Owner to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove, and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the Owner to do so.

D. Work found to be in violation of specifications or not in accordance with established workmanship practices and standards will be removed and replaced with new conforming materials at the Contractor's expense.

E. Remove materials stored on site which are marked by the Inspector or owner as not meeting the requirements of the contract documents.

F. Failure of Owner to discover or reject defective work, or work not in accordance with the Contract, shall not be deemed an acceptance thereof, nor a waiver of Owner's rights to Contractor's compliance with the Contract or performance of the work, or any part thereof. No partial or final payment, or partial or entire occupancy, by Owner shall be deemed to be an acceptance or work or of material which is not strictly in accordance with the Contract, nor shall it be deemed to be a waiver by Owner of any rights pursuant to this Contract or otherwise.

1.6 SUBCONTRACTORS

A. Use of Subcontractors to accomplish such miscellaneous or associated work as structural modifications, plumbing, relocation of conduit, service piping and/or HVAC equipment, etc. is permitted. Do not subcontract any part of the track work specified herein without the prior written consent of the Owner.

1.7 PRECONSTRUCTION CONFERENCE

A. Prior to the start of work there shall be a pre-construction conference attended by the Contractor, the representative of the Owner, and other parties who may be designated by the Owner, to be convened at the work site for the purpose of reviewing the specifications and job conditions and resolving any questions then arising.

1.8 MANUFACTURER

A. A technical representative of the track system manufacturer shall conduct periodic inspections throughout the course of the work. The representative shall prepare a written report for each inspection and shall promptly provide a copy of each report to the Contractor and Owner. Each report shall note any deficiencies the representative observes which require correction. A minimum of three (3) inspections is required for this project including a final inspection after the contractor has completed their installation.

1.9 FINAL INSPECTION

A. The Owner shall conduct a final inspection of all work included in the contract as soon as possible after receiving written notification from the Contractor that the work is complete and ready for inspection.

B. A final inspection report shall be prepared by the Owner listing observed deficiencies and shall be furnished to the Contractor.

C. Contractor shall prepare in triplicate a Certificate of Substantial Completion, AIA Form G704, and forward to the Owner for execution.

D. Upon satisfactory completion of all deficiencies, Contractor shall initial each item on the report certifying it has been corrected and return to the Owner.

E. No portion of the final payment shall be made until all items have been satisfactorily corrected and the project given approval.

F. All project completion documents are to be submitted within thirty (30) days following acceptance by the Owner.

1.10 TESTING

A. Materials stored on site which are marked by the Inspector, or Owner as not meeting the requirements of the contract documents are to be removed from the site by the contractor immediately.

B. At conclusion of each day's work, Contractor shall carefully inspect work including temporary daily tie-offs to ensure system is completely watertight; all stored materials are suitably protected from the weather and all equipment is stored in such a manner as not to interfere with facility operation

END OF SECTION 01400

# SECTION 01500 – TEMPORARY FACILITIES, CONTROLS AND PROTECTION

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. This Section includes requirements for temporary facilities, controls, protection and disconnects, including temporary utilities.

### 1.3 SUBMITTALS

A. Submit plans for work for approval prior to starting work so that, if necessary, inside operations can be coordinated with the work.

### 1.4 TEMPORARY UTILITIES

A. Contractor personnel may not use toilet or washroom facilities in existing buildings.

B. Contractor will be responsible to provide portable toilet facilities and facilities for washing and clean-up as necessary. Facilities will be located at sites approved by the Owner.

C. On-site lunchroom facilities will not be available to Contractor personnel.

### 1.5 CONTRACTOR'S CONTACT LIST

A. Contractor shall provide telephone numbers of at least two (2) responsible persons who may be contacted for emergencies 24 hours per day..

### 1.6 CONNECTS AND DISCONNECTS

A. In the event it is necessary to disconnect any electrical wiring or connections, plumbing lines or other building services, notify the Owner at least three days in advance. Do not disconnect or connect services unless authorized in writing by Owner.

B. Include in Base Bid all costs required for modification of existing service piping, wiring and duct work required in connection with the lifting, removal or relocation of track related equipment.

C. All associated work is to be accomplished by appropriately licensed personnel in accordance with all applicable codes and regulations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01500

# SECTION 01530 – TREE AND PLANT PROTECTION

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of contract, including General, Supplemental and Special Conditions and other Division 1 specifications sections apply to work of this section.

### 1.2 DESCRIPTION

A. Contractor will be responsible for any damage to grounds and landscaping. In the event of damage, he shall restore damaged property to a condition equivalent to that at time of start of operations.

B. Removal, replanting, and repairing of damaged plants to be completed by a nurseryman or tree surgeon in a manner acceptable to the owner. Plants designated to be removed and kept alive shall be removed, cared for and replanted by qualified specialist of the plant type involved.

C. Repair and seeding of disturbed areas shall be done by a qualified landscape contractor.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

A. Topsoil shall be clean and reasonably free of debris such as clay, stones, roots, or other similar substances. It shall not be excessively acid or alkaline nor contain toxic substances harmful to plant growth. pH shall be between 5.8 to 6.8, with a preferred value of 6.0 to 6.5.

B. Peat shall be low in mineral and wood content and consist of partially decomposed vegetable matter, mildly acidic with a pH value of 6.0 to 6.5.

C. Pine Bark for soil mixing shall be aged 3/8” or finer, others to be nuggets.

D. Soil Mixture shall be approximately 50% topsoil, and 25% each of soil mixing pine bark and peat.

E. Mulch Ground Cover shall be pine bark nuggets, pine straw, or cypress mulch as required to match existing landscaping.

PART 3 – EXECUTION

3.1 GRADING & SEEDING

A. Grading of disturbed areas to be smooth and be contoured and compacted so that the ground contour (after rain and natural settlement) will match conditions that existed before the contractor entered the site.
   - Topsoil shall be used to fill in damaged areas and restore the ground to its original contour.
   - Apply seed within the top 1/4" of the soil in two directions for best results. To improve soil/seed contact, use a landscape rake to make one pass over the seed bed.
   - After the seed is planted it should be watered and kept damp for a minimum of two weeks.

B. Apply seed within the top 1/4" of the soil in two directions for best results. To improve soil/seed contact, use a landscape rake to make one pass over the seed bed.

3.2 GUARANTEE

A. Replanted, injured or repaired plants shall be guaranteed for one (1) growing season.

END OF SECTION 01530

# SECTION 01600 – PRODUCT STORAGE AND HANDLING REQUIREMENTS

## PART 1 – GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 STORAGE

A. Materials stored off the site, shall be stored in a bonded warehouse and shall be clearly marked as being for this project. Pay Applications that include amounts for stored materials shall be accompanied by the Supplier's invoices, or other indications of the value of the stored materials, satisfactory to the Owner.

B. Deliver all materials to site in original containers bearing manufacturers' name and type of material.

C. Supply and keep all materials dry at all times prior to application.

D. Store all track materials in dry, covered storage, on platforms, with weatherproof coverings, or in trailers or other approved weather proof enclosures. Coverings shall be waterproof breathable type material such as heavy canvas. Manufacturer's shipping wrappers are <u>not</u> sufficient. Materials which are not stored under specified covers are subject to removal from the site at University discretion.

E. Store all roll goods on end on clean floors or platforms. Do not use flattened rolls or rolls with ends damaged.

F. Materials which, in the opinion of the Owner, have been prematurely exposed to the weather are subject to immediate removal by the contractor and replaced with new materials at contractor's expense. Owner may, mark such materials with paint or other indelible materials while they remain on-site.

G. Store sealant and other materials in dry, cool storage. Partially used containers shall have sealed lids to prevent escape of solvents.

H. Store solvent bearing materials in dry, cool storage and keep lids tight on partially used containers to prevent escape of solvents.

NOTE: OPEN SOLVENT CONTAINERS SHOULD NOT BE LEFT NEAR BUILDING AIR INTAKE EQUIPMENT.

I. Store all solvents in dry storage at temperatures above 45°F.

J. Sealants and adhesives must be stored in an area where temperatures are above 40°F. Store insulation adhesives and associated adhesive dispensers in an area where temperatures are between 60°F and 80°F.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01600

# SECTION 01732 – SELECTIVE DEMOLITION

## PART 1 – GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. This Section includes the following:

1. Pollution controls.
2. Removals.
3. Connects and disconnects.

B. Related Sections include the following:

1. Division 1 Section 01100 – Summary of Work.

### 1.3 DEFINITIONS

A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.

B. Remove and Reinstall: Remove items indicated clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.

C. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Owner, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

### 1.4 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be promptly removed from the site.

### 1.5 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.6 SCHEDULING

A. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations. The track will not be in use during the project but take care not to impede other activities at the stadium.

PART 2 – PRODUCTS

2.1 REPAIR MATERIALS

A. For repair of damaged areas use repair materials identical to existing materials.

1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 – EXECUTION

3.1 POLLUTION CONTROLS

A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by removal operations. Return adjacent areas to condition existing before start of selective demolition.

3.2 REMOVALS

A. Carefully relocate all electrical, co-axial, telephone, fiber optic, intercom and miscellaneous wires, cables, etc. as required to accomplish work specified herein. Accomplish such relocation without interrupting the service provided by these lines except as specifically authorized by the Owner.

B. Remove or correct any obstruction which might interfere with the proper application of new materials.

C. Remove existing track surface from track and all event areas.
D. Care should be taken when removing to ensure no damage is done to the asphalt or concrete base.
E. Removal should be performed in moderate temperatures below 85 degrees so the soft asphalt is not damaged.
F. Repair minor areas of the asphalt base.
G. Supply and install 100 units of leveling compound to address minor asphalt issues
H. After removing the existing surface, the asphalt will be reviewed by the Universities project manager and the contractor to determine if any of the asphalt needs to be removed or replaced. This will be addressed as an added cost.

3.3 CONNECTS AND DISCONNECTS

A. In the event it is necessary to disconnect any electrical wiring or connections, plumbing lines or other building services, notify the Owner. Contractor shall not disconnect or connect services unless authorized in writing by Owner 48 hours in advance.

B. Modification of existing service piping, wiring and duct work required in connection with the lifting, removal or relocation any equipment shall be accomplished by this Contractor and is to be included in the Base Bid.

C. All costs required in connection with electrical and/or mechanical service connections/disconnections are to be included in the Base Bid. All associated work is to be accomplished by appropriately licensed personnel in accordance with all applicable codes and regulations.

D. All associated work is to be accomplished by appropriately licensed personnel in accordance with all applicable codes and regulations.

END OF SECTION 01732

# SECTION 01800 – CLOSEOUT PROCEDURES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Final cleaning.

B. Related Sections include the following:

1. General Conditions, article 31 - “Requests for Payment”, Article 32 – “Certificates of Payment and Final Payment" for requirements for Applications for Payment for Substantial and Final Completion.

### 1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Complete final cleaning requirements, including touchup painting.
3. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Final Inspection shall be conducted as follows:

1. The Owner will conduct a final inspection of all work included in the contract as soon as possible after receiving written notification by the Contractor that the work is complete and ready for inspection.
2. The final inspection report shall be prepared by the Owner listing observed deficiencies and furnished to the Contractor.
3. Upon satisfactory completion of all deficiencies, Contractor shall initial each item on the report certifying compliance and return to the Owner.
4. No portion of the final payment will be made until all items have been satisfactorily corrected and the project closeout documents submitted to the Owner. Final payment shall be made within thirty (30) days of receipt of closeout documents.
5. All project completion documents are to be submitted within thirty (30) days following acceptance by the Owner.

B. Refer to Closeout Document Checklist at the end of this Section for all documents to be submitted and approved by Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

a. Remove tools, construction equipment, machinery, and surplus material from Project site.
b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.

PROJECT DOCUMENT CHECKLIST

- ⌋ Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
- ⌋ AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
- ⌋ AIA Document G706A, "Contractor's Affidavit of Release of Liens."
- ⌋ AIA Document G707, "Consent of Surety to Final Payment."
- ⌋ Contractor's Warranty
- ⌋ Contractor's Asbestos Free Warranty
- ⌋ Manufacturer's Warranty, including Maintenance Manuals
- ⌋ Copy of Final Inspection
- ⌋ Record Drawings
- ⌋ Manufacturer's Inspection Reports
- ⌋ Manufacturer's UL Class A Certification
- ⌋ Manufacturer's Certificates of Compliance
- ⌋ Certification of Completion of Punch List

END OF SECTION 01800

SECTION 01850 - CONSTRUCTION OF AN OUTDOOR CONCRETE BASE FOR INSTALLATION OF SYNTHETIC SPORT SURFACING

1.1 SCOPE

**1.1.1** The finished appearance of any synthetic sport surfacing installation will be determined in part by the base over which it is installed. This is emphasized when the surfacing is directly glued to the base. Rough, uneven concrete bases, of substandard construction, with non-recommended materials, can reduce the life and impair the appearance of the synthetic sport surfacing. Therefore, proper construction and preparation utilizing recommended materials are important for a durable, high quality installation.

**1.2 GRADING AND DRAINAGE**

**1.2.1** The base material for concrete shall be four inches (4”) of pit-run sand and gravel, placed on a sub-base that has been rolled and compacted by a roller. A sub-drain system should be considered to assure that the concrete slab will not be exposed to ground water from any source. The Owner shall approve the base, grading and drainage.

**1.2.2** Concrete bases, on or below grade, must have a permanent effective vapor retarder installed under the slab that is both in accordance with ASTM E1745-11 Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs and ASTM E1643-11 Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs. The Owner is responsible for evaluating the jobsite, in order to determine the extent of the vapor retarder needed. The vapor retarder must be placed directly underneath the concrete slab, above the granular fill, as per manufacturer’s instructions. The vapor retarder must have a perm rating of 0.1 or less and must have a minimum thickness of 12-mil. **There shall be no sand, crushed stone or other absorbent material placed on top of the vapor retarder as a protective layer, as this will hold moisture that may only migrate to the surface a considerable time later.**

**1.3 CONCRETE COMPOSITION**

**1.3.1** A four inch (4”) thick concrete slab is typical for placement over the base. However, if heavy loads are anticipated, such as bleachers, greater thickness may be required to ensure optimal performance.

**1.3.2** Concrete shall conform to the "Building Code Requirements for Structural Concrete and Commentary" ACI 318-11 and "Specifications for Structural Concrete" ACI 301-10.

**1.3.3** Cement shall conform to ASTM C150/C150M-11 Standard Specification for Portland Cement, and shall be Type 1.

**1.3.4** Fine aggregates shall conform to ASTM C33/C33M-11a Standard Specification for Concrete Aggregates. Sand must be clean and hard, and washed free from silt, clay and all foreign matter. Grading shall conform to the flooring requirements:

| Sieve | Total % Passing |
|---|---|
| 3/8" | 100 |
| # 4 | 95-100 |
| # 8 | 80-95 |
| # 16 | 50-85 |
| # 30 | 25-60 |
| # 50 | 15-30 |
| # 100 | 2-10 |

**1.3.5** Fine aggregates shall not have more than 40% retained between any two consecutive sieves of those listed above; fineness modulus shall not be less than 2.3 and no more than 3.1. Samples of proposed fine aggregate shall be submitted to the Owner for approval prior to use.

**1.3.6** Coarse aggregates shall conform to ASTM C33/C33M-11a Standard Specification for Concrete Aggregates. Stone shall be sound crushed limestone, free from dust and foreign matter, screened to sizes ¼" to ¾". Samples of proposed coarse aggregate shall be submitted to the Owner for approval prior to use. Grading shall conform to the following requirements:

| Sieve | Nominal ¾ inch, % Passing |
|---|---|
| 1" | 100 |
| 3/4" | 90-100 |
| 3/8" | 20-55 |
| # 4 | 0-10 |
| # 8 | 0-5 |

**1.3.7** Water shall be clean, fresh, potable and free from any deleterious substances.

**1.3.8** Wire for concrete reinforcement shall conform to ASTM A82/A82M-07 Standard Specification for Steel Wire, Plain, for Concrete Reinforcement or ASTM A496/A496M-07 Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement. Welded wire fabric shall conform to ASTM A185/A185M-07 Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete, 6x6-10/10, or ASTM A497/A497M-07 Standard Specification for Steel Welded Wire Reinforcement, Deformed, for Concrete. Steel reinforcing bars shall conform to the most recent revision of ASTM specifications for deformed and plain carbon-steel bars (ASTM A615/A615M-09b Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement), Grade 60.

**1.3.9** Ready-mixed concrete (ASTM alternate No. 1) shall conform to ASTM C94/C94M-11b Standard Specification for Ready-Mixed Concrete, along with the following additional requirements:

I. Minimum cement content, 550 pounds per cubic yard of concrete.
II. Maximum water-cement ratio, 0.50 by weight; maximum slump 3 inches.
III. Air content for concrete with 1-1/2 inch maximum size aggregate, ±1%, or air content for concrete with 3/4 inch maximum size aggregate, ±1%.

**1.3.10** Ready-mixed concrete (ASTM alternate No. 2) shall conform to ASTM C94/C94M-11b Standard Specification for Ready-Mixed Concrete, along with the following additional requirements:

I. Minimum compressive strength, 4,500 PSI at 28 days.
II. Maximum slump 3 inches.
III. Air content for concrete with 1-1/2 inch maximum size aggregate, ±1%, or air content for concrete with 3/4 inch maximum size aggregate, ±1%.

**1.3.11** The Owner shall approve forms for the concrete work. Supports, ties, anchors, etc., shall be provided to hold reinforcing steel securely in place.

## 1.4 SMOOTHNESS TOLERANCE

**1.4.1** The surface of the concrete shall be both powered and hand toweled to a smooth finish. The surface shall be magnesium trowel finished, immediately after placing and levelling, to a dense, smooth, level surface free from defects or blemishes.

**1.4.2** Concrete surface must be smooth and level within a tolerance of 1/8” (3mm) in a 10’ (3.05m) radius. Differences in elevation across an expansion joint shall not exceed 1/32 inch.

**1.4.3** Minor surface cracks or grooves must be filled with a good quality Portland cement based patching or levelling compound. High spots, bumps and peaks must be repaired prior to installation of synthetic sport surfacing. Once the concrete surface has been adequately prepared or corrected, you should have a CSP (Concrete Surface Profile) of about 1.

**1.4.4** Levelling of the concrete slab is the responsibility of the General Contractor or the Concrete Sub-Contractor, as noted in the project specifications.

## 1.5 CURING AND HARDENING COMPOUNDS

1.5.1 A minimum of 60 days for the curing of the concrete.

1.5.2 The moist or paper curing period shall be seven (7) days, followed by 60 days of drying at constant temperature.

1.53 Concrete slabs that have been treated with curing compounds or hardening compounds will inhibit bond and are not suitable for covering with synthetic sport surfacing

under any circumstances. These compounds must be mechanically removed (scarifying, shot- blasting, etc.). The method of removal selected must ensure the complete removal of the compound. The degree of aggressively required will vary with the type and depth of penetration of the compound on the surface. The owner recommends a light to medium shot blasting (ICRI CSP #3 to #5 profile). **Never use chemical abatement methods**, as residual chemical on or penetrating the surface of the slab can lead to failures.

If accelerators, hardeners or additives of any sort are used in or on the concrete slab, or if any other potential bond inhibitors such as paint or other chemicals, oil, grease, wax, etc., are present and not mechanically removed prior to installation.

## 1.6 MOISTURE TOLERANCES

1.6.1 Cured concrete is not to exceed the maximum moisture vapor emissions tolerance, as is required for the installation of synthetic sport surfacing. Moisture is not to exceed 2.5%, using ASTM D4944-11 Standard Test Method for Field Determination of Water (Moisture) Content of Soil by the Calcium Carbide Gas Pressure Tester. It is recommended that any and all moisture testing be performed by third party professionals, for accurate and documented results. (Who is performing these tests?)

1.6.2 **Owner requires the application of a topical moisture vapor reduction system**, in order to prevent the passage of water vapor and moisture through the slab, on or below grade, from natural and/or artificial causes. The topical moisture vapor reduction system shall be compatible with manufacture's adhesive.

1.6.3 If there is no effective moisture vapor retarder underneath the concrete slab as described in section 1.2.2, the work will not be accepted by the university

## 1.7 BOND TEST

1.7.1 A bond test should be made prior to any installation from third party testing agency. Bond tests are recommended to help installers assess adhesion strength in a given environment, and to help determine the suitability of the base before an installation begins. They are meant to provide basic information and should not be considered as an equal representation of a full-scale installation. Always consider that each specific area of the subfloor and the various installation methods and procedures carried out influence the outcome of any synthetic sport surfacing installation. This is why results can vary.

1.7.2 To perform a bond test, once the base preparation has been completed and is believed to be ready to receive the synthetic sport surfacing, select a small area (3' x 3') for your bond test. Cut out 6 strips of surfacing (about 2 inches wide by 1 foot long) from stock or sample material. Using the specified adhesive, glue down each strip (side by side) using the recommended notched trowel, leaving 4 to 6 inches of space between each strip. **Install strips of material following the same methods and procedures that are recommended for the installation of the specified synthetic sport surfacing**. After a period of a least 24

hours, attempt to remove the strips of flooring by pulling up one of the corners of the strip. If the bond is adequate, the material will most likely rip apart before it lets go of the substrate. Determine if the bond is adequate. If it is, then proceed with the installation. If it is not, then make necessary corrections.

## 1.8 CLEAN-UP

1.8.1 The slab shall be broom cleaned by the General Contractor or the Concrete Sub-Contractor and be free of all foreign materials, including wax, paint, oil, grease, powder, or any other substances that could interfere with adhesion of the synthetic sport surfacing to the cement slab. Any foreign materials that could inhibit bond must be mechanically removed (scarifying, shot-blasting, etc.). The method of removal selected must ensure the complete removal of the compound. The degree of aggressively required will vary with the type and depth of penetration of the substance on the surface. Recommended is a light to medium shot-blasting (ICRI CSP #3 to #5 profile). **Never use chemical abatement methods**, as residual chemical on or penetrating the surface of the slab can lead to failures.

# SECTION 01900 – TRACK

## INSTALLATION - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

TITLE: BB&T STADIUM IRWIN BELK TRACK RESURFACING

ATTACHMENTS:
1. Track layout
2. Warm-up Lanes
3. Edge Details

SCOPE OF WORK:
The contractor shall provide all material, labor, equipment, and supervision required to accomplish the following:

General description:
This scope of work is to be accomplished at BB&T Stadium on the campus of NC A&T State University. The contractor shall provide a new IAAF recommended vulcanized track system and multiuse training (warm up areas) to meet the minimum standards in this document. Materials from existing track surface to be disposed of by the contractor in a legal manner. Existing base to be inspected after the track is removed to determine if additional work is needed to stabilize the asphalt base. A new concrete base is to be installed for the warm up area. The new warm-up area is to be installed as shown on drawing 1. Contractor is to be factory certified installer. Contractor is to provide 3% of each color and texture of the track surface that was installed for attic stock.

QUALITY ASSURANCE
1. Contractor must provide complete sample of the IAAF approved system to be provided
2. Contractor must provide a letter from the manufacturer stating that they are a certified installer and the number of tracks they have installed with this product within the last 4 years.

CONSTRUCTION:

1. Site to be organized to minimize exposure to non-construction personnel
2. Staging area location to be provide by owner and will have direct access to the Track.
3. Track to be removed in a manner not to further damage the base, surrounding surfaces or landscape areas
4. Minor issues with the existing asphalt/base will be patched with the allocated material
5. New IAAF required vulcanized track to be installed per manufacturer's instructions.
6. New warm up area to be installed as noted in the attached drawing. A new concrete base as noted in the specification "CONSTRUCTION OF AN OUTDOOR CONCRETE BASE FOR INSTALLATION OF SYNTHETIC SPORT SURFACING".
7. Warm up area to be as shown in the warm up lane drawing.

8. Install a moisture suppression system," Aquafin Vaportight Coat, SG2" or approved equal, as noted in "THE SPECIFICATION FOR CONCRETE BASE FOR INSTALLATION OF SYNTHETIC SPORT SURFACING".
9. Supply and install new IAAF vulcanized surface on the warm up area to match the track surface.
10. Track surface to installed over the existing concrete curb and drain areas as noted in the attached surface edge details.
11. Colors are to be Medium Blue P18, Light Blue P85, and Cognac P58, standard outdoor range.
12. Waste material to be disposed of by contractor.

SPECIFICATIONS:

1. Supply and install new vulcanized track sheet rubber surface 13.5mm thick in 3 colors as noted.
2. Track color layout will match attached drawing.
3. Granular surfaces are not acceptable for the track application.
4. Striping is listed in the surface specification to accommodate NCAA and High School track and field rules.
5. Striping to be certified for NCAA event by IAAF approved striper or 3rd party surveyor.

SUBMITTALS:

1. Prior to award: The contractor shall submit actual surface samples for color selection and reference list of facilities where the actual surface has been used.
2. Contractor to submit all insurance requirements as noted in The General Conditions of the contract.
3. After completion of work: The contractor shall submit manufacturers printed maintenance recommendations, including methods and frequency for maintaining of athletic surface in optimum conditions and under anticipated use.

EQUIPMENT PRICING:

1. Adjust the height of the take-off boards and other in ground equipment as needed.
2. Fix pole vault boxes or replace if damaged from the demo of the old surface.
3. Supply and install sand catchers around the sand pit.

SPECIAL SCHEDULING AND ACCESS:

1. Schedule needs to be confirmed with the university 2 weeks prior to start. Weekly updates provided on completion dates. There will be no athletic activity schedule for the track space or surrounding area during construction.
2. Sprinklers and natural grass field work with be minimized during construction of the track.
3. The contractor shall notify the project manager 1 week before completion of the work so schedule, equipment and miscellaneous items can be arranged for the track.

NOTES:

1. The measurements and quantities furnished here are for reference only. The contractor is responsible for actual field verification prior to bidding, ordering materials and during every step of construction.
2. Repair and/or refinish areas damaged or disturbed by new work provided under this contract.
3. Properly remove, haul, and dispose of all debris. The contractor shall provide and utilize their own dumpsters.

## PART 1GENERAL

### 1.1 SUMMARY

1. This section covers all labor and materials required to install IAAF recommended prefabricated synthetic rubber running track surfacing.
    a. This section refers to the: General Contractor (GC) and Surfacing Contractor (SC).
2. Full knowledge and understanding of all drawings, specifications, general provisions of the bidding documents and related foundation and utilities work is required of the Surfacing Contractor (SC).
3. The General Contractor (GC) is responsible for the installation, if any, of the track subbase works, drainage systems and asphalt base works, designed by others, to corrected levels, per specified Association's requirements, and as is detailed in the project drawings and specifications.
4. The GC is responsible for the purchase and installation or reinstallation of all in ground track and field equipment, as required.
5. The GC is responsible for ensuring the subbase, base and/or existing surface to receive the synthetic running track surfacing, as well as all in ground sports equipment, meet the specifications of the various manufacturers, the specified Association's requirements and the rules of the sport.
6. The GC is responsible for the purchase and installation of Synthetic Running Track Surfacing, as is detailed in the project drawings and specifications.
7. If line marking is specified, the GC is responsible for all line markings, per specified Association's requirements for track and field events.

A. Products Supplied and Installed by SC:

1. Prefabricated Synthetic Running Track Surfacing.
2. Accessories required for installation, line marking (if specified), maintenance and repair.

B. Related Requirements:

1. Division 02 00 00 – Existing Conditions
2. Section 11 68 33.43 – Track and Field Equipment

### 1.2 REFERENCES

A. Association(s):

1. International Association of Athletics Federations (IAAF).
2. National Collegiate Athletic Association (NCAA).
3. National Federation of State High School Association (NFHS).

B. ASTM International (ASTM):

1. ASTM D412: Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers—Tension.
2. ASTM D2240: Standard Test Method for Rubber Property (Durometer Hardness).
3. ASTM D3389: Standard Test Method for Coated Fabrics Abrasion Resistance (Rotary Platform Abrader).
4. ASTM F387: Standard Test Method for Measuring Thickness of Resilient Floor Covering With Foam Layer.
5. ASTM F925: Standard Test Method for Resistance to Chemicals of Resilient Flooring.
6. ASTM F1514: Standard Test Method for Measuring Heat Stability of Resilient Flooring by Color Change.
7. ASTM F1515: Standard Test Method for Measuring Light Stability of Resilient Flooring by Color Change.

C. European Committee for Standardization (CEN):

1. EN 13036-4: Road and airfield surface characteristics. Test methods - Part 4: Method for measurement of slip/skid resistance of a surface: The pendulum test.
2. EN 14808: Surfaces for sports areas. Determination of shock absorption.
3. EN 14809: Surfaces for sports areas. Determination of vertical deformation.
4. EN 14810: Surfaces for sports areas. Determination of spike resistance.

D. International Organization for Standardization (ISO):

1. ISO 9001: Quality Management Systems - Requirements.

## 1.3 SUBMITTALS

A. Action Submittals:

1. SC to provide current printed data sheets for all Products Supplied.
2. SC to provide documentation that shows the specified and installed Manufactured Product meets the IAAF Performance Specification for Synthetic Surfaced Athletic Tracks (Outdoors) and is certified per the IAAF certification system. The same components from the test sample must be used in the installed surface. No substitutions may be allowed.
3. Provide three (3) samples, 6” x 6”, for verification of such characteristics as color, texture and finish for each Manufactured Product. Separate samples are required for each color that will be installed. Samples must be representative of Manufactured Product specified and must be submitted and approved by the University prior to bidding. During installation, samples will be used for quality comparison with the installed product.
4. SC shall submit a signed letter that the Manufactured Product has no measurable traces of heavy metals, leachable mercury or any other hazardous materials identified by the EPA. Prior to installation, SC shall provide an 8” x 10” sample of the Manufactured Product, for any spot tests conducted by the Owner’s independent laboratory during installation to verify and/or compare results with the submittals and to establish parameters.
5. Provide written requirements for the base or current surface, the installation of the Manufactured Product, the painting of the Manufactured Product (when specified), respecting any Association requirements for the sport and desired level of competition. Indicate any adverse conditions that may limit the installation or affect its quality, such as limiting temperature/climatic conditions.
6. SC to provide a list of at least 5 completed Track and Field facilities that have been properly certified to meet specified Association’s requirements, utilizing the same or similar Synthetic Running Track Surfacing as specified.
7. SC to provide a copy of the ISO 9001 certification from the Manufacturer’s plant where the Synthetic Running Track Surfacing was produced.
8. As necessary, provide shop drawings prepared for project illustrating layouts, details, dimensions and other data.

B. Informational Submittals:

1. SC to provide Owner a copy of the Manufacturer’s current printed standard warranty for the Manufactured Product.
2. SC to provide Owner a copy of Manufacturer’s current printed base surface preparation guidelines.
3. SC to provide Owner a copy of Manufacturer’s current printed installation guidelines for all Products Supplied, including line paint, when specified.

C. Closeout Submittals:

1. If line marking has been specified, the SC shall submit to the Owner a certification of accuracy submitted by a registered Engineer or Surveyor upon completion of all line markings. The Engineer or Surveyor shall certify the actual line markings on the field, not the line markers drawings or computations. The document shall state that the line markings and layout meets the specified Association requirements for desired level of competition, and the requirements of the drawings and Master Specification.

2. SC to provide Owner with a copy of the registered standard warranty certificate for Synthetic Running Track Surfacing.
3. SC to provide Owner with a copy of the Manufacturer's current printed maintenance guidelines for Synthetic Running Track Surfacing.
4. SC to provide Owner a copy of the Manufacturer's current printed bulletin on Spike use. Recommendations (Bulletin 11-001).

D. Maintenance Materials Submittals:

1. Provide extra stock materials from original dye lots, for use in facility operations and maintenance in each color, surface texture and format of Manufactured Product. Quantity provided shall be equal to 3% of the installed total for each color, texture, leveling compound, moister barrier materials and adhesive.

## 1.4 QUALITY ASSURANCE

A. SC, Installer and Line Marker Qualifications:

1. SC shall be fully acquainted with the existing facility and utilities and shall fully understand the difficulties and restrictions attending the execution of the work under contract. SC to advise the Owner of any restrictions or anticipated difficulty, before submitting bids.
2. SC to have completed at least five Track and Field facilities that have been properly certified to meet specified Association requirements for desired level of competition.
3. SC must be recognized and approved by the Manufacturer.
4. Installer must be approved by SC and must have performed ten installations in the last three (3) years.
5. SC is required to use technicians who have been certified and approved by the manufacturer for the installation. Local laborers may be hired for non-technical work only.
6. If line marking is specified, the Line Marker shall be approved by the SC. Painting must be done by professionals with proper experience and qualifications to effectively perform the work; all line markings shall be spray applied under the direction of the qualified Line Marker, having painted a minimum of twenty (20) track and field facilities that meet Association rules and requirements, as specified. .
7. All machinery and materials used must be only those approved by the Owner and Manufacturer.

B. Manufacturer Qualifications:

1. Manufacturer must be certified to ISO 9001.
2. Manufacturer must have a minimum of fifteen (15) years of experience in the manufacturing of prefabricated Synthetic Running Track Surfacing. 3rd party distributing products are not acceptable
3. Manufacturer must have successfully completed a minimum of twenty (20) facilities, with the specified product, that has been approved to meet all requirements of the IAAF, NCAA or NFHS, as appropriate, in the United States.
4. Manufactured Product must have undergone a vulcanization process; factory lamination will not be accepted as equivalent. Granular systems are not acceptable for this application.

C. Slopes & Tolerances:

1. The maximum lateral inclination permitted for the track across the full width of the track, outermost lane down to Lane 1, and across all runways, shall not exceed 1:100 (1.0%) for IAAF and NCAA installations and 1:50 (2%) for NFHS installations. In any case the minimum lateral inclination shall be no less than 0.6%.
2. The maximum overall downward inclination permitted in the running direction for the track, the running direction for all runways and the throwing direction for all landing sectors, measured over the full length of any straight track distance, the last 40 meters of runways and the full length of landing sectors, shall not exceed 1:1000 (0.1%).
3. High Jump – Maximum inclination of the last 15 m of the approach and take-off area shall not exceed 1:250 in the running direction toward the center of the crossbar.

4. Depressions cannot exceed 3 mm under a 1 m straight edge or 6 mm under a 4 m straight edge.
5. These requirements are assumed to reflect the status quo of the existing track configuration; should any areas prove to be noncompliant, remedial works will be subject to repair by the GC.

### 1.5 DELIVERY, STORAGE AND HANDLING

A. Products Supplied must be delivered in Manufacturer's original, unopened and undamaged packaging with identification labels intact.

B. Products Supplied must be protected from exposure to harmful weather conditions and must be safely stored on a clean, dry, flat surface. Store rolls of Synthetic Running Track Surfacing upright. (on end)

C. Climate controlled storage is recommended. Storage temperature must not be below 55°F (13°C) and must not exceed 100°F (38°C).

D. Avoid storing Manufactured Product for extended periods of time or additional material trimming may be required.

E. Products Supplied need not suffer damage during handling (i.e. dents/scratches, edge chipping, excessive warping, etc.).

### 1.6 SITE CONDITIONS

A. The GC shall be responsible for ensuring required drainage and base works. The GC will provide a technician on-site during sub-contract installations through the completion of the contract. The surfacing areas must drain properly and be free of bumps and/or depressions.

B. Any concrete works are the responsibility of the GC. If Manufactured Product will be glued to concrete in designated areas, then Contractor must verify with the Manufacturer all requirements for curing compound/agents, and any special moisture tests or treatments necessary.

C. Installation of the Products Supplied shall not take place until the completion of adjacent or concurrent construction operations which generate dust, airborne abrasives, or any other by-product that, in the opinion of the Owner or Manufacturer, would be harmful to the Manufactured Product.

D. GC is responsible for maintaining a secure and clean working area before, during and after the installation of the Synthetic Running Track Surfacing.

### 1.08 WARRANTY

A. The synthetic running track surfacing is warranted to be free from manufacturing defects for a period of one (1) year from the date of from the Manufacturer.

B. The synthetic running track surfacing is warranted against excessive wear under normal usage for a period of ten (10) years from the date of shipment from the Manufacturer.

C. Refer to current copy of Manufactured Product's Limited Warranty for all terms and conditions.

## PART 2 PRODUCTS

### 2.1 MANUFACTURED PRODUCTS

A. Description:

1. Provide a prefabricated synthetic rubber track surfacing with a honeycomb (elongated hexagon-shaped) design and engineered shock absorption layer for superior biomechanical properties and athlete comfort, calendared and vulcanized with a particular closed cell structure, based on special isoprenic rubbers, mineral fillers, stabilizing agents and pigmentation, with a system of differential elasticity between top surface and base, as manufactured.
2. Manufactured in two layers which are vulcanized together. The shore hardness of the top layer will be greater than that of the bottom layer; shore hardness of layers to be recommended by the Manufacturer and the limits specified. Top layer must be minimum or 5mm.
3. Thickness: 0.531 in. (13.5 mm).
4. Colors: Are to be as noted in Construction Requirements, item 12 above.
5. Surface Texture Super X 720 embossing. Non-directional, irregular tessellation patterns with interconnected surface channels. Directional patterns shall be deemed unacceptable.
6. Format: Sheets available in widths from 3' (0.92 m) to 6' (1.80 m) and 49'2" (15 m) long [min. 19'8" (6 m)/max. 52'5" (16 m)]. Width to be manufactured to maximize the color layout.

B. Performance:

1. When applicable, refer to specified Association's current performance requirements for desired level of competition.
2. Performance of Manufactured Product to conform to the following criteria:

| Performance Criterion | Test Method | Requirement | Result |
|---|---|---|---|
| Elongation at Break | ASTM D412 | - | ≥118% |
| Tensile Strength | ASTM D412 | - | ≥110 psi |
| Hardness (Shore A) | ASTM D2240 | - | 55 ±5 (top >5mm)<br>40 ±5 (backing) |
| Abrasion Resistance (H18 wheel, 1000g, 1000 cycles) | ASTM D3389 | ≤2.0 g | <1.6 g |
| Thickness | ASTM F387 | - | 13.5 mm (±0.3 mm) |
| Resistance to Chemicals | ASTM F925 | - | Compliant |
| Heat Stability | ASTM F1514 | ≤8.0 ΔE | Compliant |
| Light Stability | ASTM F1515 | ≤8.0 ΔE | Compliant |
| Slip/Skid Resistance (Dry) | EN 13036-4 (IAAF) | - | ≥80 |
| Slip/Skid Resistance (Wet) | EN 13036-4 (IAAF) | ≥47 | ≥60 |
| Shock Absorption | EN 14808 (IAAF) | 35-50% | ≥35% |
| Vertical Deformation | EN 14809 (IAAF) | 0.6-2.5 | ≥1.9 mm (±0.3 mm) |
| Spike Resistance | EN 14810 | - | ≤20 ΔTr% |
| Spike Resistance | EN 14810 | - | ≤20 ΔEb% |

C. Limitations:

1. Athletic footwear with spikes are to be permitted, provided that use and spike specifications always respect Manufacturer's most current guidelines.

D. Materials:

1. Provide synthetic running track surfacing as specified in section 2.01 B. Description.

## 2.2 ACCESSORIES

1. Provide adhesive certified by Manufacturer: For suitability, recommendations and use, please refer to Manufacturer's current printed adhesive guidelines. Specs for adhesive.
2. Portland cement-based patching or levelling compound to be supplied or recommended/approved by Manufacturer.
3. If line markings are specified, all painting products are to be supplied or recommended/approved by Manufacturer.

## PART 3 EXECUTION

### 3.1 INSTALLERS

A. Refer to section 1.04 of this document for information on installers.

### 3.2 EXAMINATION

A. SC to review bidding documents and specifications, verify suitability of installation by GC's sub-contractors, the base and the in-ground track and field equipment.

B. Prior to installation, SC to verify that the surfacing areas drain properly and are free of bumps and/or depressions.

C. Prior to installation, SC to obtain confirmation that the asphalt and/or concrete have been installed per specification. For concrete surfaces, ensuring the surface is free of any bond inhibitor, and confirming acceptable moisture levels prior to gluing Synthetic Running Track Surfacing.

D. GC to confirm completion of adjacent or concurrent construction operations, prior to installation of Synthetic Running Track Surfacing.

E. GC is responsible for maintaining a secure and clean working area before, during and after the installation of the synthetic running track surfacing.

### 3.3 PREPARATION

A. General Contractor:

1. GC is responsible for the installation, preparation or removal of the existing surface.
2. GC is responsible for repair of track subbase works, drainage systems and asphalt base works, to corrected levels, per specified Association's requirements, and as is detailed in the project drawings and specifications.
3. Prepare base surface in accordance with Manufacturer's current printed guidelines.

B. Surfacing Contractor:

1. SC is required to have a Technical Representative verify the suitability of the installed asphalt base, prior to the installation of the synthetic running track surfacing.

### 3.4 INSTALLATION

A. Weather and Climate:

1. If in the opinion of the Manufacturer or the Owner, weather and climatic conditions are having or will have an adverse effect on the installation; work shall be delayed until the adverse condition has passed.

B. Surfacing Contractor (SC):

1. SC to sufficiently clean down all areas to be surfaced and protect all areas not to receive synthetic surface.

2. SC to install rolls of Synthetic Running Track Surfacing following Manufacturer's current printed guidelines and respecting the requirements of the Master Specification.
3. SC to install all removable Synthetic Running Track Surfacing, as covers in all throwing circles within synthetic aprons, on pole vault box covers, on long/triple jump blanking boards and, if included, apply surfacing to the sand pit covers and the steeplechase water jump pit cover.
4. SC to install all Accessories following Manufacturer's current printed guidelines.
5. SC must provide a technical representative on-site for any technical services during the installation of the Synthetic Running Track Surfacing.

C. Line Marker (If Painting Is Specified):

1. Line Marker to paint all line markings following Manufacturer's current printed guidelines, specified Association's requirements for track and field events, drawings and Master Specification.
2. All line markings shall be spray applied.
3. Stripe all lane lines, start-finish lines, event markings, 5 sets of lane numbers (one color) and runway borders according to the standards per the listings hereafter:

**<u>400m Track Markings (IAAF)</u>**

**1. Official IAAF Events:**

| | | |
|---|---|---|
| a) | 100 m | On home straight <u>or</u> both straights [as requested] |
| b) | 100 m hurdles | On home straight <u>or</u> both straights [as requested] |
| c) | 110 m hurdles | On home straight <u>or</u> both straights [as requested] |
| d) | 200 m | All in lanes, one turn |
| e) | 400 m | All in lanes |
| f) | 400 m hurdles | All in lanes |
| g) | 800 m | Waterfall start and 1-turn stagger |
| h) | 1000 m | Waterfall start/group start or 1 turn stagger |
| i) | 1500 m | Waterfall start |
| j) | 1 mile run | Waterfall start |
| k) | 2000 m | Waterfall start/group start |
| l) | 2000 m steeplechase | Waterfall start |
| m) | 3000 m | Waterfall start/group start |
| n) | 3000 m steeplechase | Waterfall start |
| o) | 5000 m | Waterfall start/group start |
| p) | 10 000 m | Waterfall start/group start |
| q) | 400 m relay (4 x 100 m) | All in lanes |
| r) | 1600 m relay (4 x 400 m) | 3 turn stagger |
| s) | Shot Put, discus and hammer events | Paint dividing lines |
| t) | Shot Put, discus, hammer and javelin synthetic (not in circle or on runway) | Paint sector lines where on |
| u) | Javelin radius point. | Paint foul line, beginning of sector lines, |
| v) | Pole vault, long jump, triple jump and javelin | Paint runway lines |
| w) | Common finish line Handbook, a solid white line 50 cm wide with black at lane line intersections | Paint to current IAAF Official [Rules] |
| x) | Lane numbers timing camera/device per current IAAF Track and Field Facilities Manual | Paint prior to common finish line, facing |
| y) | Common finish line – lean lines the finish line | Paint lean line in lanes at 1 meter before |
| z) | Group starts – distance events between lanes 4 & 5 (lanes 3 & | Paint 5x5cm mark on the line |

4 on a 6 lane track) at the entrance to the main and back straights

**2. Other Events:** (*These events to be verified with Owner prior to installation*)

a) 300 m hurdles
b) 1600 m — Waterfall start
c) 3200 m — Waterfall start
d) 2000 m steeplechase — Waterfall start
e) 2 mile run — Waterfall start
f) 800 m relay (4 x 200 m) — All in lanes
g) Sprint medley relay (200, 200, 400, 800 m) — 2 turn stagger
h) Distance medley relay (1200, 400, 800, 1600 m)
i) 3200 m relay (4 x 800 m)
j) 6000 m relay (4 x 1500 m)

**3. IAAF Line Marking Colors** (*per Marking Plan insert in current IAAF Track and Field Facilities Manual*)

a) Starting line (white): 100m, 100mh, 110mh, 200m, 400m, 400mh, 4x100m relay, 1000m, 1500m, 2000m, 1 mile, 3000m, 2000m Steeplechase, 3000m Steeplechase, 5000m, 10000m
b) Starting line (white and green): 800m
c) Starting line (white and blue): 4x400m relay
d) Finish line (white): all
e) Relay exchange zones: 4x100m (yellow), 4x400m (blue)
f) Hurdle locations: 100m (yellow), 110m (blue), 400m (green), 2000m steeplechase and 3000m steeplechase (blue crosses)
g) Break line: (green)

**<u>400m Track Markings (NCAA)</u> (***where discrepancies appear, IAAF shall govern***)**

**1. Official NCAA Events:**

a) 100 m — On direction on home straight
b) 100 m hurdles — On direction on home straight
c) 110 m hurdles — On direction on home straight
d) 200 m — All in lanes, one turn
e) 400 m — All in lanes
f) 400 m hurdles — All in lanes
g) 800 m — Waterfall start and 1-turn stagger
h) 1500 m — Waterfall start
i) 3000 m — Waterfall start
j) 3000 m steeplechase — Waterfall start
k) 5000 m — Waterfall start
l) 10 000 m — Waterfall start
m) 400 m relay (4 x 100 m) — All in lanes
n) 1600 m relay (4 x 400 m) — All in lanes (3 turn stagger)
o) Shot put, discus and hammer events — Paint dividing lines
p) Shot put, discus, hammer and javelin runway) — Paint sector lines (not circle or on
q) Javelin radius point — Paint foul line, beginning of sector lines,
r) Pole vault, long jump, triple jump and javelin — Paint runway lines
s) Common finish line intersections — Paint to current NCAA rule book with of lane lines and finish line painted black
t) Lane numbers facing timing — Paint beyond the common finish line, camera/device
u) International zones — As per current NCAA rule book
v) Break lines for distance events — At entry of back and main straights
w) Group starts for distance events through 6 on 6 lane) — Waterfall start lane 5 through 8 (lane 4

x) Assembly line for water fall starts — Three meters before water fall start

**2. Other College Events:** (*These events to be verified with Owner prior to installation*)

a) 800 m relay (4 x 200 meters) — All in lanes
b) Sprint medley relay (200, 200, 400, 800m) — 3 turn stagger
c) Distance medley relay (1200, 400, 800, 1600 m)
d) 3200 m relay (4 x 800 m)
e) 6000 m relay (4 x 1500 m)
f) 1 mile run — Waterfall start

**3. NCAA Line Marking Colors** (*per current NCAA Rule Book*)

a) Starting line (white): 100m, 100mh, 110mh, 200m, 400m, 1500m, 3000m, 3000m steeplechase, 5000m, 10000m
b) Starting line (white with green insert): 800m, one-turn stagger
c) Starting line (white with red insert): 800m relay, four-turn stagger
d) Starting line (white with blue insert): 1600m relay, three-turn stagger
e) Finish line (white): all
f) Relay exchange zones: 400m relay (yellow), 800m relay (red), 1600m relay (blue)
g) Hurdle locations: 100m (yellow), 110m (blue), 400m (green), 3000m steeplechase (black)
h) Break line: (green)

**<u>400m Track Markings (NFHS)</u>**

**1. Official NFHS Events:**

a) 100 m — On direction on home straight
b) 100 m hurdles — On direction on home straight
c) 110 m hurdles — On direction on home straight
d) 200 m — All in lanes, one turn
e) 400 m — All in lanes
f) 300 m hurdles — All in lanes
g) 800 m — Waterfall start and 1-turn stagger
h) 1600 m — Waterfall start
i) 3200 m — Waterfall start
j) 400 m relay (4 x 100 m) — All in lanes
k) 800 m relay (4 x 200 m) — All in lanes
l) 1600 m relay (4 x 400 m) — Three-turn stagger
m) 3200 m relay (4 x 800 m) — Waterfall start
n) Shot put, discus and hammer events — Paint dividing lines on track surface only
o) Shot put, discus, hammer and javelin — Paint sector lines on track surface only (not in circle or on runway)
p) Javelin — Paint throw are foul line, beginning of sector lines, radius point all on track surface only
q) Pole vault, long jump, triple jump and javelin — Paint runway lines on track surface only
r) Common finish line — Paint solid white line 5cm wide
s) Lane numbers — Paint prior to common finish line, facing timing camera
t) Relay exchange zones — As per current NFHS rule book
u) Break lines — At entry of back and main straights
v) Group starts for distance events — Waterfall start lane 5 through 8

**2. Other Events and Markings:** (*These events to be verified with Owner prior to installation*)

a) 1 mile run — Waterfall start
b) 400 m hurdle — All in lanes
c) 1500 or 2000 m steeplechase — Waterfall start
d) 1500 m — Waterfall start
e) 3000 m — Waterfall start
f) 5000 m — Waterfall start

**3. Paint**

a) All lane lines, start and finish lines to receive 2 coats, of standard colors per current NFHS rule book
b) Single color numbers are to be 30 inches high for 42-inch lanes; five (5) sets of numbers are required, location to be verified by Owner prior to installation.
c) Paint event labels at all start lines.

**4. NFHS Line Marking Colors** (*per current NFHS Rule Book*)

a) Starting line (white): 100m, 100mh, 110mh, 200m, 300m, 400m, 1600m/3200m
b) Starting line (green): 800m
c) Starting line (red): 4 x 200m relay
d) Starting line (blue): 4 x 400m relay
e) Finish line (white): all
f) Relay exchange zones: 400m relay (yellow), 800m relay (red), 1600m relay (blue), 3200m relay (green)
g) Hurdle locations: 100m (yellow), 110m (blue), 300m (red)
h) Break line: (green)

## 3.4 CLEANING

A. It is highly recommended to wait at least 6 months before performing the initial wash of the outdoor synthetic running track surfacing. This allows the natural paraffins to migrate to the surface of the product. In any case, the initial wash should not occur before a minimum of 72 hours after the material has been fully installed, and a minimum of 30 days when the surface has received newly painted lines so that the paint has time to properly cure.
B. Always maintain the synthetic running track surfacing following Manufacturer's current printed guidelines.

## 3.5 PROTECTION

A. As needed, protect synthetic running track surfacing with 1/8" Masonite during and after the installation, prior to acceptance by the Owner.

**END OF SECTION**

# F O R M  O F  P R O P O S A L

Track Resurfacing and Installation New of Warm up Area  Contract:_____

North Carolina Agricultural & Technical State Univ.  Bidder: State ID#:18-19814-01

Date:_

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with the State of North Carolina through North Carolina Agricultural and Technical State University in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of Track Resurface Replacement in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the State of North Carolina, and North Carolina Agricultural and Technical State University with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

SINGLE PRIME CONTRACT:_____

**Base Bid**: Track Resurfacing and New warm up tack area

_____Dollars ($_____)

**Alternate No. 1 (Add/Deduct-circle one):** Use preferred Mondo Super X Track and Materials

_____Dollars ($_____)

Electrical Subcontractor:

_____ License_____

Mechanical Subcontractor:

_____ License_____

GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the University/Owner and shall fully complete all work thereunder within the time specified in the Supplementary General Conditions Article 23. Applicable liquidated damages amount is also stated in the Supplementary General Conditions Article 23.

## MINORITY BUSINESS PARTICIPATION REQUIREMENTS

*Provide with the bid* - Under GS 143-128.2(c) the undersigned bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit **A**) made to solicit minority participation in the bid effort.

**NOTE:** A contractor that performs all of the work with its own workforce may submit an Affidavit (**B**) to that effect in lieu of Affidavit (**A**) required above. The MB Participation Form must still be submitted even if there is zero participation.

*After the bid opening* - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit D is not necessary;

*** OR ***

If less than the 10% goal, Affidavit (**D**) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

**Note:** Bidders must always submit with their bid the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. If there is no MB participation, then enter none or zero on the form. Affidavit A or Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

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

Respectfully submitted this day of _____

_____
(Name of firm or corporation making bid)

WITNESS: By:_

_____
Signature

_____ Name: _

**(Proprietorship or Partnership)** _____
**Print or type**

Title_

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

Address_

_____

ATTEST: _____

By:_____ License No._

_____

Title:_____ Federal I.D. No. _

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

(CORPORATE SEAL)

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

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

## SECTION A: INTENT

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

## SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
   a. Black, that is, a person having origins in any of the black racial groups in Africa;
   b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
   c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
   d. American Indian, that is, a person having origins in any of the original peoples of North America; or
   e. Female

2. Minority Business - means a business:
   a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
   b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".

4. Public Entity - means State and all public subdivisions and local governmental units.

5. Owner - The State of North Carolina, through the Agency/Institution named in the contract.

6. University– Any person, firm, partnership, or corporation, which has contracted with the State of North Carolina to perform architectural or engineering, work.

7. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

8. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.

9. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the State of North Carolina to perform construction work or repair.

10. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

## SECTION C: RESPONSIBILITIES

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

   The HUB Office has established a program, which allows interested persons or businesses qualifying as a minority business under G.S. 143-128.2, to obtain certification in the State of North Carolina procurement system. The information provided by the minority businesses will be used by the HUB Office to:
   a. Identify those areas of work for which there are minority businesses, as requested.
   b. Make available to interested parties a list of prospective minority business contractors and subcontractors.
   c. Assist in the determination of technical assistance needed by minority business contractors.

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

2. State Construction Office
   The State Construction Office will be responsible for the following:

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

   b. Attending scheduled prebid conference, if necessary, to clarify requirements of the general statutes regarding minority-business participation, including the bidders' responsibilities.

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

3. Owner
Before awarding a contract, owner shall do the following:

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

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

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

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

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

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

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

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

   If there are more than three (3) minority businesses in the general locality of the project who offer similar contracting or subcontracting services in the specific trade, the contractor(s) shall notify three (3), but may contact more, if the contractor(s) so desires.
d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
e. Identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).
f. Make documentation showing evidence of implementation of PM, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by State Construction Office and HUB Office, upon request.
g. Upon being named the apparent low bidder, the Bidder shall provide one of the following: (1) an affidavit (Affidavit C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
h. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values. The schedule of values shall be provided as required in Article 31 of the General Conditions of the Contract to facilitate payments to the subcontractors.
i. The contractor(s) shall submit with each monthly pay request(s) and final payment(s), "MBE Documentation for Contract Payment" – (Appendix E), for University's review.
j. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the owner, State Construction Office, and the Director of the HUB Office in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority

business subcontractor.

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

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

**SECTION 4: DISPUTE PROCEDURES**
It is the policy of this state that disputes that involves a person's rights, duties or privileges, should be settled through informal procedures. To that end, minority business disputes arising under these guidelines should be resolved as governed under G.S. 143-128(g).

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

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

**MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)**

**APPLICATION**:

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

**MINORITY BUSINESS SUBCONTRACT GOALS**:

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

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

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

**OR**

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

**OR**

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

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

**MINIMUM COMPLIANCE REQUIREMENTS**:

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

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

(1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.

(2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due.

(3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.

(4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.

(5) Attending any prebid meetings scheduled by the public owner.

(6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.

(7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.

(8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.

(9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.

(10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

## APPENDIX E

## MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #:_____ Period: _____

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

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

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

Date:_____ Approved/Certified By: _____

Name

_____

Title

_____

Signature

***SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT***

(Revised on 3/14/2003)

# Identification of HUB Certified/ Minority Business Participation

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

| Firm Name, Address and Phone # | Work Type | *Minority Category | **HUB Certified (Y/N) |
|---|---|---|---|
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*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

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

**The total value of minority business contracting will be ($)_____.**

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

**County of _____**

(Name of Bidder)

Affidavit of_____

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

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

☐ 1 - **(10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.

☐ 2 - **(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.

☐ 3 - **(15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.

☐ 4 - **(10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.

☐ 5 - **(10 pts)** Attended prebid meetings scheduled by the public owner.

☐ 6 - **(20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.

☐ 7 - **(15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.

☐ 8 - **(25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.

☐ 9 - **(20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.

☐ 10 - **(20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

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

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

Date:_____ Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of_____, County of_____

Subscribed and sworn to before me this_____day of _____20_____

Notary Public_____

My commission expires _____

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

**County of _____**

Affidavit of_____
(Name of Bidder)

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

_____contract.
(Name of Project)

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

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

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

Date:_____Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of_____, County of_____

Subscribed and sworn to before me this_____day of_____20____

Notary Public _____

My commission expires_____

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

**County of _____**

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

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

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

_____
(Project Name)

Project ID#_____Amount of Bid $_____

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

| Name and Phone Number | *Minority Category | **HUB Certified Y/N | Work Description | Dollar Value |
|---|---|---|---|---|
| | | | | |
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*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

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

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

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

Date:_____Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of_____, County of _____
Subscribed and sworn to before me this_____day of_____20
Notary Public_____
My commission expires_____

# State of North Carolina AFFIDAVIT D – Good Faith Efforts

**County of _____**

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

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

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

_____
(Project Name)

Project ID#_____Amount of Bid $_____

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

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

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

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

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

A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specif ic description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.

B. Copies of quotes or responses received from each firm responding to the solicitation.

C. A telephone log of follow-up calls to each firm sent a solicitation.

D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.

E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.

F. Copy of pre-bid roster

G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.

H. Letter detailing reasons for rejection of minority business due to lack of qualification.

I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

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

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

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

Date:_____Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of_____, County of _____

Subscribed and sworn to before me this_____day of_____20

Notary Public_____

My commission expires _____

**FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS THAT _____ _____ as principal, and_____, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto the State of North Carolina through North Carolina Agricultural and Technical State University as obligee, in the penal sum of _____ _____DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this_____day of_____20____

WHEREAS, the said principal is herewith submitting proposal for_____ and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

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

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

OC-7 /Sept. 86

**FORM OF CONSTRUCTION CONTRACT**

(ALL PRIME CONTRACTS)

THIS AGREEMENT, made the_____day of_____in the year of 2019 by and between_____hereinafter called the Party of the First Part and the State of North Carolina; through North Carolina Agricultural and Technical State University hereinafter called the Party of the Second Part.

**WITNESSETH:**

That the Party of the First Part and the Party of the Second Part for the consideration herein named agree as follows:

1. Scope of Work: The Party of the First Part shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: advertisement; Instructions to Bidders; General Conditions; Supplementary General Conditions; specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen's compensation; public liability; property damage and builder's risk insurance certificates; approval of attorney general; certificate by the Office of State Budget and Management, and drawings, titled:

_____

_____

Consisting of the following sheets: _____

_____

_____

Dated:_____and the following addenda:

Addendum No. Dated Addendum No. Dated Addendum

No. Dated Addendum No. Dated Addendum No. Dated

Addendum No. Dated Addendum No. Dated

Addendum No. Dated _____

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within_____consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be as stated in Supplementary General Conditions. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the project broken down by the various divisions or part of the work and by calendar days. If the Party of the First Part 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 above 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 Party of the First Part 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 Party of the Second Part may give

notice in writing, sent by certified mail, return receipt requested, to the Party of the First Part and his surety of such delay, neglect or default, specifying the same, and if the Party of the First Part within a period of fifteen (15) days after such notice shall not proceed in accordance therewith, then the Party of the Second Part 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 surety shall fail to take over the work to be done under this contractwithin fifteen (15) days after being so notified and notify the Party of the Second Part 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 Party of the Second Part shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said Party of the First Part, 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 Party of the Second Part, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said Party of the First Part and surety. In case the expense so incurred by the Party of the Second Part shall be less than the sum which would have been payable under the contract, if it had been completed by said Party of the First Part, then the said Party of the First Part and surety 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 Party of the First Part and the surety shall be liable and shall pay to the Party of the Second Part the amount of said excess.

3. The Party of the Second Part hereby agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

_____

_____ ($_____).

Summary of Contract Award:

4. On or before the 20th day of each calendar month, the Party of the Second Part shall make payments to the Party of the First Part on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to waive retainage requirements after 50 percent of the work has been satisfactorily completed on schedule as referred to in Article 31 of the General Conditions.

5. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.

6. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Second Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this

agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written in four (4) counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

Witness:

_____
Contractor :( Trade or Corporate Name)

_____
(Proprietorship or Partnership)

By:_____

Attest: (Corporation)

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

By:_____

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

(CORPORATE SEAL)

The State of North Carolina through

Witness:

NC Agricultural & Technical State University
(Agency, Department or Institution)

_____

By:_____

Title:_____

Form OC-10

**SECTION 308 FORM OF PAYMENT BOND**

Date of Contract:_____

Date of Execution:_____

Name of Principal:_____
(Contractor)

_____

Name of Surety:_____

_____

Name of Contracting Body: The State of North Carolina through NC Agricultural & Technical State University

Amount of Bond:_____

_____

Project: Track Resurface, North Carolina Agricultural and Technical State University, Greensboro, North Carolina

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

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

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

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

Executed in_____counterparts.

Witness:

_____
(Proprietorship or Partnership)

Attest: (Corporation)

Only)

By:_____

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

_____
Contractor: (Trade or Corporate Name)

By:_____

Title:_____
(Owner, Partner, Corp. Pres. Or Vice Pres.

(Corporate Seal)

_____
(Surety Company)

Witness:

By:_____

Title:_____
(Attorney inFact)

_____

Countersigned:

(Surety Corporate Seal)

_____

_____
(N.C. Licensed Resident Agent)

_____

_____
Name and Address – Surety Agency

_____

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

**FORM OF PERFORMANCE BOND**

Date of Contract:_____

Date of Execution:_____

Name of Principal:_____
(Contractor)

_____

Name of Surety:_____

_____

Name of Contracting Body: The State of North Carolina through NC Agricultural & Technical State University

Amount of Bond:_____

_____

Project: Track Resurfacing and Installation of Warm up Area, North Carolina Agricultural and Technical State University, Greensboro, North Carolina

_____

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

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

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

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

Executed in_____counterparts.

Witness:

_____
Contractor: (Trade or Corporate Name)

_____
(Proprietorship or Partnership)

By:_____

Attest: (Corporation)

Title:_____
(Owner, Partner, Corp. Pres. Or Vice Pres. Only)

By:_____

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

(Corporate Seal)

_____
(Surety Company)

Witness:

By:_____

Title:_____
(Attorney in Fact)

_____

Countersigned:

(Surety Corporate Seal)

_____

_____
(N.C. Licensed Resident Agent)

_____

_____
Name and Address – Surety Agency

_____

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

Sheet for Attaching Power of Attorney

Sheet for Attaching Insurance Certificates

APPROVAL OF THE ATTORNEY GENERAL

**CERTIFICATION BY THE OFFICE OF STATE**
**BUDGET AND MANAGEMENT**

Provision for the payment of money to fall due and payable by the_____under this agreement has been provided for by allocation made and is available for the purpose of carrying out this agreement.

This_____day of_____20_____.

Signed _____
Budget Officer

# WARRANTY

Owner: North Carolina A&T State University

Installer: _____

Location of installation: _____

Name of Building: _____

Date of Substantial Completion: _____

Know all men by these presents, that we, Installer as defined above, having installed insulation, roofing, flashings and sheet metal work, and having accomplished certain other work on the roof areas identified above under contract between Owner and Contractor, warrant to Owner, with respect to said work that for a period of two years from date of Substantial Completion of said work, the roofing including insulation, roofing membrane, flashings and sheet metal work, shall be absolutely watertight and free from all leaks, provided however that the following are excluded from this warranty:

Defects or failures resulting from abuse by the Owner.

Defects in design involving failure of (1) structural frame, (2) load-bearing walls, and (3) foundations.

Damage caused by fire, tornado, hail, hurricane, acts of God, wars riots or civil commotion.

We, Installer, agree that should any leaks occur in the roofing we will promptly remedy said leaks in a manner to restore the roof to a watertight condition by methods compatible to the system and acceptable under industry standards and general practice.

We, Installer, further agree that for a period of two years from date of Substantial Completion referred to above, we will make repairs at no expense to the Owner, to any defects which may develop in the work including but not limited to blisters, wrinkles, ridges, splits, warped insulation and loose flashings in a manner compatible to the system and acceptable under industry standards and general practice.

IN WITNESS WHEREOF, we have caused this instrument to be duly executed, this
_____ day of _____, 20_____.

_____
(Installer)

WITNESS:

by _____
President

_____

_____
Notary Public

SUBMITTAL TRANSMITTAL

Date:_____

From: _____
_____
_____

To: North Carolina A&T State University.
1601 Market St,
Greensboro, NC 27211

Project Name: Track Resurfacing
Owner: North Carolina Agricultural and Technical State University
Owner's Project Number:_____
Project Number: 18-19814-01
Submittal Number:_____ No. of Copies:_____
Specification Section and Paragraph Reference(s):_____
Drawing/Detail Reference(s):_____
Location of Work:_____
Product Manufacturer:_____
Supplier/Subcontractor: _____
Date submitted to Contractor:_____
Qualifications/Deviations from Specifications:_____
_____
_____
_____

CONTRACTOR'S APPROVAL

THIS SUBMITTAL HAS BEEN PREPARED BY THE CONTRACTOR OR THOROUGHLY REVIEWED BY THE CONTRACTOR AND IS A CONTRACTOR APPROVED SUBMITTAL SUBJECT TO ANY QUALIFICATIONS MADE HEREON OR ON THE ATTACHMENTS.

SIGNED:_____ DATE:_____
NAME:_____

OWNER'S APPROVAL

APPROVED_____; APPROVED AS NOTED_____; NOT APPROVED - RESUBMIT_____;
REVIEWED_____; APPROVED FOR CONSTRUCTION ACCORDING TO NOTATIONS.
REVISE AND RESUBMIT_____; REFER TO APPROVAL STAMP ON ATTACHMENT_____

Checking by Owner is only for conformance with the design concept of the project and compliance with the information given in the contract documents. Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to the fabrication processes or to techniques of construction, and for coordination of the work of all trades.

SIGNED:_____DATE:_____

PROJECT SUBMITTAL CHECKLIST

Materials List
Manufacturer's Application Procedures
Copies of Authorizations and Licenses from Authorities having jurisdiction
AIA Document G703, Schedule of Values
Material Safety Data Sheets
Schedule for Removal and Installation
Written Safety Procedures
Shop Drawings
Color Chart
Documentation of Existing Conditions
Certification from Manufacturer that Contractor is an Approved Installer
List of Subcontractors
List of Contractor Staff Assignments and Qualifications
Sample Warranties