

# **JOHN R. GRIFFIN MIDDLE SCHOOL PARTIAL ROOFING OVERLAY**

**FAYETTEVILLE, NORTH CAROLINA**

FOR THE

## **CUMBERLAND COUNTY BOARD OF EDUCATION**

OCTOBER 15, 2024

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SUPERINTENDENT

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Owner: Cumberland County Board of Education

Date: October 15, 2024

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## INVITATION TO BID

Sealed proposals will be received until **2:00 p.m. November 21, 2024** in the Cumberland County Schools' Plant Operations Center, 810 Gillespie Street, at which time they will be publicly opened and read aloud for the **John R. Griffin Middle School Partial Roofing Overlay project**. The scope of work will consist of installing a new cover board and single ply membrane at designated locations as shown on the plans. The existing roof membrane will stay in place. The roof overlay area is approximately 580 squares in size.

**A Mandatory Pre-Bid Conference** will be held at **2:00 p.m. on October 30, 2024 for this project**. Contractors interested in bidding shall meet at John R. Griffin Middle School, 5551 Fisher Road Fayetteville, North Carolina 28304. The designer will issue complete Bid Documents electronically. Contact Gordon Johnson of Gordon Johnson Architecture at 654 Hay Street Suite 4 Fayetteville, North Carolina 28301 (910) 223-2186 for complete bidding requirements.

A Bid, Performance, and Payment Bonds will be required for this project.  
Certain MBE guidelines must be followed.

Single prime bids will be accepted in accordance with G.S. 143-128.

Requirements for bidding on this project are as follows:

1. Three references from previously satisfied public-school customers of similar size, scope & timeframe.
2. **Furnish NC License Number** (G.S. Chapter 87 establishes licensing requirements for general, plumbing, heating, electrical, and refrigeration contractors for construction projects costing \$30,000 or more).
3. Insurance - The Contractor shall provide, as required by law, insurance for his employees. The Cumberland County Schools assumes no liability for injuries or accidents related to the Contractual Agreement. The Contractor shall furnish a certificate to the Owner (Cumberland County Schools) as Proof of Coverage. The Contractor shall maintain and pay the Insurance Coverage, which shall not be less than the following:
4. 

A. Workman's Compensation	Statutory
Employers Liability	\$1,000,000
Owner/Officer must be included in coverage	
B. General Liability (per person/per occurrence):	
1. Bodily and Personal Liability	\$1,000,000/\$2,000,000
2. Property Damage	\$1,000,000/\$2,000,000 Aggregate
C. Automobile Liability (per person/per occurrence)	
1. Bodily Injury	\$1,000,000
2. Property Damage:	\$1,000,000 Aggregate
D. Builder's Risk or Installation Floater	Contract Amount*
E. Excess Liability Coverage of	\$5,000,000
5. Recruitment of minority business participation in accordance with G.S. 143-128.

The Owner reserves the right to reject any and all proposals.

Blane Hunt, Planning and Construction Coordinator  
Cumberland County Board of Education  
PO Box 2357 Fayetteville, NC 28302

## INSTRUCTIONS TO BIDDERS

The Cumberland County Schools will not consider a proposal unless it is in accordance with the following instructions.

### PROPOSALS

Proposals must be made in strict accordance with the **Bid Form** provided therefore, and all blank spaces for bids, alternates and unit prices shall be properly filled. When requested alternates are not bid, the proposal may be considered incomplete. Numbers shall be stated both in writing and in figures for the base bids and alternates.

The bidder agrees that a bid submitted on the **Bid Form** detached from the specifications will be considered valid, and will have the same force and effect as if attached thereto. Photocopied or faxed proposals may be considered invalid unless directed otherwise or specifically authorized in writing.

Any modification to the **Bid Form**, including alternates and/or unit prices, will disqualify the bid and may cause the bid to be rejected. No voluntary alternates will be considered.

The contractor shall fill in the **Bid Form** 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, the fact shall be evidenced by the word "Copartner" 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 the sole owner, partnership, or corporation, whichever form is applicable to each particular member.
- e) All signatures shall be properly witnessed.
- f) If the contractor's license is held by a person other than an owner, partner or officer of the firm, then the licensee shall also sign and be party to the proposal. The title "Licensee" shall appear under his/her signature.

Proposals shall be addressed as indicated in the **Notice to Bidders** and shall be delivered enclosed in a sealed envelope marked "PROPOSAL" and bearing the title of the work, name of the bidder, and the bidder's license number. This project shall be bid as a single-prime formal contract.

It shall be the specific responsibility of the bidder to deliver his bid to the office of the Deferred Maintenance Supervisor at the Cumberland County Schools offices, 810 Gillespie Street, Fayetteville, North Carolina prior to the announced time for the opening of bids.

Modifications of previously deposited bids will be acceptable only if delivered in writing or by telegram or fax to the place of the bid opening prior to the time for opening bids. Telegraphic and fax modifications must be confirmed in writing within 72 hours of the opening of bids.

Unit prices provided in the **Bid Form** shall include overhead and profit, and shall be the full compensation of the contractor's costs involved in the work.

### **EXAMINATION OF CONDITIONS**

It is understood and mutually agreed that by submitting a bid the Contractor 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, and permitting needed prior 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 Contractor 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.

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 facility will be honored by the Owner.

### **BULLETINS AND AGENDA**

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

Should the bidder find discrepancies in or omissions from the drawings or documents, or should he be in doubt as to their meaning, he shall at once notify the Designer/Owner who will send written instructions in the form of addenda to all bidders. Notification should be no later than four (4) working days from the date for receipt of bids. Neither the Owner nor the Designer will be responsible for any oral instructions.

All addenda shall be acknowledged by the bidder on the **Bid Form**.

## **RECEIPT OF BIDS**

Bids shall be received in strict accordance with requirements of the General Statutes of North Carolina, G.S. 143-128, Prior to the opening of any bids on the Project the bidders will be permitted to change or withdraw his bid.

## **OPENING OF BIDS**

Once the first bid is opened, there shall not be any withdrawal of bid by any bidders, and no bids may be returned by the Owner to any bidder. Upon opening, all bids shall be read aloud. After the opening of bids, no bid may be withdrawn except under the provisions of General Statute 143-129.1 for a period of forty-five (45) days. 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 or disqualification of individual bids 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, alternates 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 Form of Proposal 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 Designer.
- g) If the bidder fails to comply with other instructions stated herein.

## **EVALUATION OF BIDS**

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.

In determining the lowest responsible bidder, the Owner shall take into consideration the past performance of the bidder on construction contracts of a similar nature. Particular concern will be given to completion times, quality of work, cooperation with other Contractors, and cooperation with the Designer and Owner.

Before awarding the 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 firm who hold appropriate trade licenses, together with license numbers.
- g) A complete list arranged in chronological order of all bonding companies, their representatives, addresses and phone numbers, from whom the bidder has procured Performance and Payment Bonds for the five (5) years prior to the bid date.

Failure or refusal to furnish any of the above information, if requested, shall constitute a basis for disqualification of any bidder. Should the Owner adjudge that the apparent low bidder is not the lowest responsible bidder by virtue of the above information, said apparent low bidder will be so notified.

#### **FORM OF CONTRACT**

The Owner will prepare the Contract using the CONTRACT FOR CONSTRUCTION form, a sample of which is herein attached.

#### **FORM OF PERFORMANCE BOND**

Upon notification of award of Contract the successful bidder shall furnish a performance bond in an amount equal to 100 percent of the contract price. Form of bond shall be as herein attached.

#### **FORM OF PAYMENT BOND**

Upon notification of award of Contract the successful bidder shall furnish a payment bond in an amount equal to 100 percent of the contract price. Form of bond shall be as herein attached.

#### **MINIMUM INSURANCE REQUIREMENTS**

The Contractor will obtain, provide proof of and maintain, insurance in the minimum amounts shown in the Contract.

## **NOTICE TO BIDDERS**

Separate Sealed proposals will be received until **2:00 p.m. November 21, 2024** in the Cumberland County Schools' Plant Operations Center, 810 Gillespie Street, at which time they will be publicly opened and read aloud for the **John R. Griffin Middle School Partial Roofing Overlay project**.

**A Mandatory Pre-Bid Conference** will be held for this projects at **2:00 p.m. on October 30, 2024**. Contractors interested in bidding shall meet at John R. Griffin Middle School, 5551 Fisher Road Fayetteville, North Carolina 28304.

A Bid Bond and Performance and Payment Bonds will be required for each project.

Certain MBE guidelines must be followed.

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

Bids submitted via facsimile (FAX) machine in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on the provided form.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. **It is desirable that all responses meet the following requirements:**

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

**MAILING INSTRUCTIONS:** Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid as shown below: It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

**Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested. Submit 1 bid Copy.**

**DELIVER TO:**

**Blane Hunt, Planning and Construction Coordinator  
Cumberland County Schools  
810 Gillespie Street  
Fayetteville, NC 28306**

***PLACE YOUR SEALED BID IN A SEPARATE ENVELOPE FOR EACH PROJECT - DO NOT OPEN  
JOHN R. GRIFFIN MIDDLE SCHOOL PARTIAL ROOFING OVERLAY***

**DUE DATE/TIME:** November 21, 2024 at 2:00pm

**SUBMITTED BY:**

**Name of Company** \_\_\_\_\_

**FIRM QUOTE:** Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal.

**TABULATIONS:** Tabulations are posted on the CCS web site and can be accessed online at <https://www.ccs.k12.nc.us/Page/5102>.

**DESCRIPTIVE LITERATURE:** All bids must be accompanied by complete descriptive literature, specifications and other pertinent data necessary for their evaluation as required by the attached General Contract Terms & Conditions; otherwise, they will be subject to rejection.

**INDEMNITY AND INSURANCE REQUIRMENTS:** The Contractor shall indemnify and hold harmless the CCS, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of the Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of the Contractor's performance or lack of performance of the terms and conditions of this Contract. The Contractor certifies that it currently has and agrees to purchase and maintain during its performance under this Contract the following insurance from one or more insurance companies acceptable to the CCS and authorized to do business in the State of North Carolina:

A.	Workman's Compensation	Statutory
	Employers Liability	\$1,000,000
B.	General Liability (per person/per occurrence):	
	1. Bodily and Personal Liability	\$1,000,000/\$2,000,000 Aggregate
	2. Property Damage	\$1,000,000/\$2,000,000 Aggregate
C.	Automobile Liability (per person/per occurrence)	
	1. Bodily Injury	\$1,000,000/\$2,000,000 Aggregate
	2. Property Damage:	\$1,000,000/\$2,000,000 Aggregate
D.	Builder's Risk/Installation Floater	Contract Amount
E.	Excess Liability	\$5,000,000

Certificates of Insurance shall be filed with the Owner. During construction of the work, the Contractor shall provide updated records whenever any of these coverages become outdated.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, or coverage reduced or eliminated in less than thirty (30) days after mailing notice to the insured and/or the Owner of such alteration or cancellation. The certificate holder shall be named Attn: Associate Superintendent Auxiliary Services Cumberland County Board of Education, P.O. Box 2357, Fayetteville, 28302.

## **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 Cumberland County Board of Education, Office of the Associate Superintendent of Auxiliary Services, (physical address) 2465 Gillespie Street, Fayetteville, North Carolina 28306, (mail address) Post Office Box 2357, Fayetteville, North Carolina 28302, phone (910) 678-2305, Website: [www.ccs.k12.nc.us](http://www.ccs.k12.nc.us)

### **MINORITY BUSINESS SUBCONTRACT GOALS:**

The Goals for participation by minority firms as subcontractors on this project have been set at 15%.

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.

**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 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, specification 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) Provide quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

# **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 fifteen percent (15%) 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 fifteen percent (15%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

## **SECTION B: DEFINITIONS**

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
  - a. Black, that is, a person having origins in any of the black racial groups in Africa;
  - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
  - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
  - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
  - e. Female
2. Minority Business - means a business:
  - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
  - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".
4. Public Entity - means State and all public subdivisions and local governmental units.
5. Owner - The State of North Carolina, through the Agency/Institution named in the contract.
6. Designer - Any person, firm, partnership, or corporation, which has contracted with the State of North Carolina to perform architectural or engineering, work.
7. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

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

## **SECTION C: RESPONSIBILITIES**

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

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

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

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

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

2. State Construction Office

The State Construction Office will be responsible for the following:

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

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

### 3. Owner

Before awarding a contract, owner shall do the following:

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

### 4. Designer

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

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

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

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

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

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

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

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

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

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

6. **Minority Business Responsibilities**

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

**SECTION 4: DISPUTE PROCEDURES**

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

**SECTION 5:** These guidelines shall apply upon promulgation on state construction projects. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 733-7962, Website: <http://interscope2.doa.state.nc.us/main.htm>.

**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) 733-7962, Website: <http://interscope2.doa.state.nc.us/main.htm>.

### MINORITY BUSINESS SUBCONTRACT GOALS:

The goals for participation by minority firms as subcontractors on this project have been set at 15%.

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 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, **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 to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Payment Amount	Owner Use Only

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

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

Approved/Certified By: \_\_\_\_\_

Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**\*\*THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT\*\***

## BID FORM

### John R. Griffin Middle School Partial Roofing Overlay

Cumberland County Board of Education  
Fayetteville, NC

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 Cumberland County Schools, Fayetteville, North Carolina, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the **John R. Griffin Middle School Partial Roofing Overlay project** in accordance with the plans, specifications, and contract documents to the full and entire satisfaction of Cumberland County Schools, Fayetteville, North Carolina 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:

#### **Project: John R. Griffin Middle School Partial Roofing Overlay**

Installation and sales taxes are included.

**TOTAL Base Bid** \_\_\_\_\_

\_\_\_\_\_ **Dollars (\$** \_\_\_\_\_ **)**

**Contractor Submitting Bid** \_\_\_\_\_

*(Name of firm or corporation making bid)*

Minority Status *:	Form of Minority Certification**:
--------------------	-----------------------------------

\*Non-minority, Black, Hispanic, Asian/American, White Female, Socially and Economically Disadvantaged

\*\*Not Applicable, Local Agency, Self-Identified, State of NC HUB, Federal Agency, State of NC DOT, Out of State Agency, Unknown (Note: In July 2009, businesses will be required to be certified through the State of NC HUB)

## BID FORM

### John R. Griffin Middle School Partial Roofing Overlay

Cumberland County Board of Education  
Fayetteville, NC

The Bidder further proposes and agrees hereby to commence work under this contract and fully complete all work thereunder as specified in the Supplementary General Conditions. Applicable liquidated damages shall be stated in the Supplementary General Conditions.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Name of firm or corporation making bid)

Witness:

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

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

\_\_\_\_\_  
(Proprietorship or Partnership)

(Owner/Partner/Corp. President or Vice President only)

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

License No.: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

**(CORPORATE SEAL)**

ATTEST:

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

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

(Corp. Sec. or Ass't Sec. only)

ADDENDA USED IN COMPUTING THIS BID

ADDENDUM NO. 1 \_\_\_\_\_ ADDENDUM NO. 2 \_\_\_\_\_

## 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  
Cumberland County Schools through \_\_\_\_\_ 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 \_\_\_\_\_ 2024.

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)

Bond Number \_\_\_\_\_

**FORM OF PERFORMANCE BOND**

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal: \_\_\_\_\_

(Contractor)

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

Name of Surety: \_\_\_\_\_

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

Name of Contracting Body: \_\_\_\_\_

\_\_\_\_\_

Amount of Bond: \_\_\_\_\_

Project: \_\_\_\_\_

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 incorporated herein:

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

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

Executed in \_\_\_\_\_ counterparts.

Witness:

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

\_\_\_\_\_  
(Proprietorship or Partnership)

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

Attest: (Corporation)

Title: \_\_\_\_\_  
(Owner, Partner, or 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

Bond Number \_\_\_\_\_

**FORM OF PAYMENT BOND**

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal: \_\_\_\_\_

(Contractor)

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

Name of Surety: \_\_\_\_\_

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

Name of Contracting Body: \_\_\_\_\_

\_\_\_\_\_

Amount of Bond: \_\_\_\_\_

Project: \_\_\_\_\_

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 incorporated herein::

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:

\_\_\_\_\_  
(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)

\_\_\_\_\_  
(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

# CONTRACT FOR CONSTRUCTION

## GENERAL CONSTRUCTION PRIME CONTRACT

THIS CONTRACT, made the **XX<sup>th</sup> day of XXXX in the year of 2024** by and between **XXX** ("Contractor") and the **Cumberland County Board of Education** ("Owner").

### WITNESSETH:

That the Contractor and the Owner for the consideration herein named agree as follows:

1. Scope of Work: The Contractor 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 hereof as if fully contained herein: Notice to Bidders; Instructions to Bidders; General Conditions; Supplementary General Conditions; specifications; accepted proposal; this Contract, performance bond; payment bond; and drawings, titled:

**John R. Griffin Middle School Partial Roofing Overlay**  
**Cumberland County Schools – Fayetteville, North Carolina**

Consisting of the following sheets:  
**TS1, A1.0, A1.1, A2.0, and A2.1**

Dated: **October 15, 2024** and the following addenda:

Addendum No. 01 Dated \_\_\_\_\_

2. That the Contractor shall commence work to be performed under this Contract on a date to be specified in a written notice to proceed issued by the Owner and shall fully complete all work hereunder within **90** consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be **Five Hundred Dollars (\$500.00)**. If the Contractor fails to begin the work within five days after the date specified in the notice to proceed, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or if the Contractor fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of the 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 it 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 its surety of such delay, neglect or default, specifying the same, and if the Contractor within a period of fifteen (15) 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 specified in this Contract. In the event the surety shall fail to take over the work to be done under this Contract within fifteen (15) days after being so notified and notify the Owner in writing, sent by certified mail, return receipt requested, that it is taking the same over and stating that it will diligently pursue and complete the same, the Owner shall have full power and authority, without violating this Contract, to take the prosecution of the work out the hands of Contractor, to appropriate or use any or all materials and equipment and may enter into a Contract, either by public letting or negotiation, for the completion of this Contract according to the terms and provisions hereof, or use such other methods as in its opinion shall be required for the completion of this Contract in an acceptable manner. All costs and charges incurred by the Owner, together with the costs

of completing the work under this Contract, shall be deducted from any monies due or which may become due the Contractor and surety. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under this Contract, if it had been completed by the Contractor, then the 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.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Contract, subject to additions and deductions as provided in the Specifications or the accepted Proposal, in lawful money of the United States as follows:

<b>BASE BID:</b> xx Dollars	(\$xxx,xxx.00)
<b>ALTERNATE BID NO. 1:</b> xx Dollars	(xx,xxx.00)
<b>TOTAL CONTRACT AMOUNT:</b> xx Dollars	
(\$xxx,xxx.00)	

4. If, at any time after the execution of this Contract, the Owner shall deem the surety or sureties upon the performance or payment bond to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the Owner 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 Owner. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

5. This contract consists of the Formal Contract for Construction, the Contractor's bid, the General Conditions, the Supplementary General Conditions and any other written documents, specifications, plans, drawings, exhibits, or addenda specifically referenced herein or executed by the parties. This Contract contains all of the parties' terms, agreements and understandings regarding the Work, and it supersedes and replaces any prior discussions or communications of any kind, and the Contract may only be amended or changed in writing, executed by both parties. If any term of this Contract is subsequently judicially determined to be unenforceable or invalid, the remaining terms shall remain in full force and effect. This Contract is governed by North Carolina law.

**IN WITNESS WHEREOF**, the Owner and Contractor have executed this Contract on the day and date first above written in **three** counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original.

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

Contractor: **Contractor**

\_\_\_\_\_  
(Proprietorship or Partnership)

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

**Name**

Title: **President**

(Owner, Partner, or Corp. Pres. or Vice Pres.)

Attest: (Corporation)

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

(Corporate Seal)

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

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

Cumberland County Board of Education

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

**Deanna Jones**

Title: **Board of Education Chair**

Attest:

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

Dr. Marvin Connelly, Jr., Superintendent  
Secretary, Cumberland County Board of Education

This Instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Officer, Cumberland County Board of Education

# **THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

Cumberland County Board of Education  
P.O. Box 2357  
Fayetteville, North Carolina 28302



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## CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

### ARTICLE 1 - DEFINITIONS

- a. The Contract Documents consist of the Notice to Bidders; the Instructions to Bidders; the accepted proposal; the Contract for Construction; the General Conditions of the Contract for Construction; the Supplemental General Conditions; the drawings and specifications; bulletins, addenda or other modifications issued prior to the execution of the Contract; the performance bond; the payment bond; and the following (if any): NA
- b. The **designer** is Gordon Johnson Architecture or any successor designated thereto by the Owner.
- c. **Contractor** or a **prime contractor**, as the term is used herein, is one with whom the Owner has a contract to perform work on, in connection with, or related to, the Project.
- d. The **Owner** is the Cumberland County Board of Education.
- e. A **Subcontractor**, as the term is used herein, shall be understood to be one who has entered into a direct contract with the 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 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. **Project** is the total construction work to be performed under the contract documents by the several contractors.
- i. **Project expeditor**, as used herein, shall be that contractor so designated in the Contract Documents. The project expeditor shall have the following responsibilities:
  - 1) Schedule the work of all contractors.
  - 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 Architect of any changes in the project schedule.
- j. **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.
- k. **Liquidated damages**, as stated in the Contract Documents, is an amount reasonable estimated in advance to cover the losses incurred by the Owner by reason of failure of the Contractor to complete the work within the time specified.
- l. **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 its acceptable performance of the work.

### 2. ARTICLE 2 – INTENT AND EXECUTION OF DOCUMENTS

- a. The drawings and specifications are complimentary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown.

The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: the Contract; the General Conditions; specifications; large-scale detail drawings; and small-scale drawings.

- b. The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having commonly used technical or trade meaning shall be so interpreted in preference to other meanings.
- c. The Contractor shall execute each copy of its proposal, the 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 license 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 the 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 the State of 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.

### **3. ARTICLE 3 – CLARIFICATIONS AND DETAIL DRAWINGS**

- a. In such cases where the nature of the work requires clarification by the Architect, such clarification shall be furnished by the Architect with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of the Contract Documents, and shall become a part thereof.
- b. The Contractor and the Architect 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 the progress of the work. The Architect shall furnish drawings or clarifications in accordance with such schedule. The Contractor shall not proceed with the work without such detailed drawings and/or written clarifications.

#### **ARTICLE 4 – COPIES OF DRAWINGS AND SPECIFICATIONS**

The Owner shall furnish the Contractor, free of charge, 2 copies of the Contract Documents for execution of the work. The Contractor will be charged, and shall pay the Owner's cost per additional set of Contract Documents which it may require.

#### **ARTICLE 5 – SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA**

- a. The Contractor shall submit to the Architect all shop or setting drawings, descriptive data, samples, color charts, etc., required for the work. All shop drawings shall be reviewed by the Contractor and shall bear the Contractor's stamp of approval before being forwarded to the Architect. Shop drawings shall be submitted in triplicate in time to avoid delay of the work or any part thereof. The Architect shall review the shop drawings promptly, noting desired corrections, if any, and shall return two copies to the Contractor within 20 calendar days after receipt from the Contractor. The Contractor shall furnish corrected drawings in triplicate to the Architect. Two copies of approved drawings shall be returned to the Contractor.
- b. Approval of shop drawings by the Architect shall not be construed as relieving the Contractor from responsibility for compliance with the design or terms of the Contract Documents nor from responsibility for 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 Architect by the Contractor.

#### **ARTICLE 6 – WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE**

- a. The Contractor shall maintain, in readable condition at his 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 Architect, his authorized representative, or the Owner.
- b. The Contractor shall maintain at the job office a day-to-day record of work-in-place that is a variance with the Contract Documents. Such record is to be provided in full to the Architect upon completion and acceptance of the Project.

#### **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 the Project 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 its work, and shall 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 specification, or reasonable implied therefrom, all in accordance with the Contract Documents.
- b. All materials shall be new and of the 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. The Contractor shall obtain written approval from the Architect for the use of substitute products, materials or equipment claimed as equal to those specified. Such approvals must be obtained as soon after contract awards as possible and before any materials are ordered. Applications for approvals shall be made by the Contractor and not by the subcontractors or material suppliers. The Contractor shall submit within 20 days following award of contract a complete list of materials proposed for the job. When this list is approved, no further substitutions will be permitted except in unusual or extenuating circumstances. If a proposed substitute is not approved by the Architect in writing, the Contractor shall supply material as specified.
- e. The Architect is the judge of equality for proposed substitutions of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these Contract Documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or Architect, or if an workman be considered detrimental to the work, the contractor shall order such parties removed immediately from the 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 Architect in writing. 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 Architect, the Contractor shall bear all cost arising therefrom.
- b. All work under this Contract shall conform to the North Carolina State Building Code and all other state, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the Contractor.

#### **ARTICLE 11 – PROTECTION OF WORK, PROPERTY AND THE PUBLIC**

- a. The Contractor and any prime contractors shall be jointly responsible for the entire site and the building or construction of the same and they shall provide all the necessary protections, as required by the Owner or Architect, 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 claims against 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 site and any structures 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, whether set by the Contractor, 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 Architect.
- d. The Contractor shall protect all trees and shrubs designed to remain in the vicinity of the operations by building substantial boxes around the same. It shall barricade all walks, roads, etc., as directed by the Architect 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. The Contractor shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. The Contractor shall protect against damage or injury resulting from falling materials and it 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 member of its organization as safety inspector, whose duties shall include accident prevention on the Project. The name of the safety inspector shall be made known to the Architect at the time the work is started.
- h. In the event of an emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the Contractor is hereby authorized to act at its 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(c).

## **ARTICLE 12 – SEDIMENT POLLUTION CONTROL ACT OF 1973**

- a. Any land-disturbing activity performed by the Contractor 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 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 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 shall indemnify and hold harmless the Owner, the Architect and the agents, consultants and employees of the Owner and Architect, 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 reduce 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 by the Architect, designated representative of the Owner, 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 Architect or his designated project representatives. Observations made by representatives of the Owner shall be conveyed to the Architect for review and coordination prior to issuance to the Contractor.
- c. Where special inspections or testing is required by virtue of any state laws, instructions of the Architect, specifications or codes, the Contractor shall give adequate notice to the Architect of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the Architect. Such special tests or inspections will be made in the presence of the Architect, or his authorized representative, and it shall be the Contractor's responsibility to serve ample notice of such tests.
- d. All laboratory tests shall be paid by the Owner unless provided otherwise in the Contract Documents except the 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.
- e. Should any work be covered up or concealed prior to inspection and approval by the Architect, such work shall be uncovered or exposed for inspection, if so requested by the Architect in writing. All costs 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.
- f. If any other portion of the work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect may request to see such work and it shall be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate change order, be charged to the Owner. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor in which event the Owner or the prime contractor shall be responsible for the payment of such costs.

### **ARTICLE 14 – THE WORK AND ITS SUPERVISION**

- a. The Contractor shall perform all the work required, implied or reasonable inferable from, this Contract. The term "work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following:

- 1) Construction of a whole or designated part of the Project;
  - 2) The furnishing of any required surety bonds and insurance;
  - 3) The provisions or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, permits and licenses required of the Contractor, and any and all other items and things required to be performed or furnished by the Contractor under the Contract Documents. The work to be performed by the Contractor generally described as set forth in the Contract.
- b. Throughout the progress of the work, the Contractor shall keep on the job a competent superintendent or supervisory staff satisfactory to the Architect. The superintendent shall not be changed without the consent of the Architect unless said superintendent ceases to be employed by the Contractor or ceases to be competent. The superintendent 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, important directions, instructions and notices will be confirmed in writing to the Contractor as will all such items if requested by the Contractor.
  - c. The Contractor shall examine and study the drawings and specifications and fully understand the Project design, and shall provide constant and efficient supervision of the work. Should he discover any discrepancies of any sort in the drawings or specifications, he shall report them to the Architect without delay. The Contractor 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 it.
  - d. The Contractor is required to attend a monthly job site progress conference as called by the Architect. The Contractor shall be represented at these job progress conferences by both home office and Project personnel. These representatives shall have the 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. The Contractor shall be prepared to assess progress of the work as required in the Contract and to recommend remedial measures for correction of progress as may be appropriate. The Architect or its authorized representative shall be the coordinator of the conferences and shall preside as chairman.
  - e. The Contractor shall, if required by the Contract Documents, employ a registered engineer or registered land surveyor to lay out the work and to establish a benchmark nearby in a location where same will not be disturbed and where direct instrument sights may be taken.
  - f. The Architect shall designate a project expeditor on projects involving two or more prime contracts. Unless otherwise designated in the Supplementary General Conditions, the general contractor shall be the project expeditor.
  - g. It shall be the responsibility of the project expeditor to cooperate with and obtain from the several contractors on the job their respective schedules and to integrate them into a Project progress schedule that will show graphically, by a detailed bar chart, CPM or other acceptable and approved methods, the projected progress of the job from start to finish and within the allotted time frame. All contractors shall review the proposed progress schedule and approve same in writing to the Architect and the project expeditor.
  - h. The progress shall be presented to the Architect no later than 30 days after written notice to proceed. No application for payment will be processed until this schedule is received.
  - i. The schedule will be distributed to all contractors and displayed at the job site.
  - j. The several contractors shall be responsible for their schedule and must notify the project expeditor of any changes or adjustments to their schedule.

The project expeditor shall maintain the progress schedule making monthly adjustments, updates, corrections, etc., that are necessary, keeping all contractors and the Architect fully informed. Failure to provide an updated schedule may be grounds for withholding reduction of retainage as set forth in Article 30.

- k. The project expeditor shall notify each contractor of such events or time frames that are critical to the progress of the job. Such notices 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 expeditor to immediately notify the contractor(s) responsible for such delay, the Architect, the Owner and other prime contractors. The Architect shall notify the bonding company that the progress is not being maintained and shall make a recommendation to the Owner regarding further action.
- l. Designation as project expeditor 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.

## **ARTICLE 15 – SEPARATE CONTRACTS AND CONTRACTOR RELATIONSHIPS**

- a. Chapter 143, Article 8, General Statutes of North Carolina, requires separate contracts to be bid for the general construction, heating and ventilating and air conditioning, plumbing, and electrical installations. 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 Owner.
- b. The Contractor shall cooperate with each prime contractor in the execution of the work, and shall plan its work in such manner as to avoid conflicting schedules or delay of the work.
- c. If any part of the Contractor's work depends upon the work of a prime contractor, defects which may affect that work shall be reported to the Architect in order that prompt inspections may be made and the defects corrected. Commencement of work by the Contractor where such condition exists will constitute acceptance of the prime contractor's work as being satisfactory in all respects to receive the work commenced, except as to defects which may later develop. The Architect 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, etc., which is located in the work of the general contractors shall be built in by the general contractor. The respective mechanical and electrical contractors shall set all sleeves, inserts and other devices built 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. In the event the Contractor contends or asserts that it has suffered or sustained any delay, interference, liability, damage, cost or expense arising out of, or resulting from, any act or omission of any prime contractor, the Contractor shall provide written notice of same to the Owner, the Architect, and such prime contractor within 48 hours of the act or omission giving rise to such delay, interference, liability, damage, cost or expense. Such notice shall include a designation of each act or omission in issue as well as a detailed statement of any actual or anticipated liability, damage, cost or expense arising therefrom. The Contractor shall further provide such supporting documentation relating to the matters set forth in such notice as the Owner may require. **THE CONTRACTOR HEREIN ACKNOWLEDGES AND AGREES THAT IT SHALL MAKE NO CLAIM AGAINST THE OWNER FOR DAMAGES, COST OR EXPENSE OF ANY KIND OR NATURE ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS TO ACT OF ANY OTHER CONTRACTOR, AND ANY SUCH CLAIM IS HEREIN EXPRESSLY AND UNCONDITIONALLY WAIVED.**

The sole and exclusive remedy of the Contractor against the Owner in the event of any delay, interference, or other wrongful act or omission of any prime contractor shall be an extension of the Contract time provided, however, that the notice required herein above is a condition precedent to any such extension of time and further provided that the Contractor must demonstrate to the Owner that the delay, interference or other wrongful act or

omission of the prime contractor did in fact delay the Project to the extent of the time requested by the Contractor. Nothing herein shall prohibit or preclude recovery by the Contractor against prime contractor responsible for any such damages, cost or expense.

- f. In the event any wrongful act or omission of the Contractor causes any damage, cost or expense to any other contractor, the Contractor shall be responsible for the payment of same and shall hold harmless and indemnify the Owner from any and all claims, damages, cost, losses and expense arising out of, or related to, any such act or omission including any attorneys' fees incurred by the Owner in connection with same.
- g. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME.
- h. Strict compliance with the requirements of this article is a condition precedent for payment to the Contractor.

#### **ARTICLE 16 – SUBCONTRACTS AND SUBCONTRACTORS**

- a. Upon execution of this Contract, the Contractor shall submit to the Architect and the Owner a list giving the names and addresses of subcontractors and equipment and material suppliers it proposes to use, together with the scope of their respective parts of the work. Should any subcontractor be disapproved by the Architect or the Owner, the Architect shall submit the reasons for such disapproval in writing to the Contractor. The Contractor shall submit a substitute for approval. The Architect shall act promptly in the approval of subcontractor, and when approval of the list is given, no changes of subcontractors will be permitted except for cause or reason considered justifiable by the Architect.
- b. The Architect 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 its own acts or commissions 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. Number

#### **ARTICLE 17 – CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS**

- a. The Contractor agrees that the terms of the 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 said items.
- b. Within 7 days of receipt by the Contractor of each periodic or final payment, the Contractor shall pay each subcontractor based on work completed or service provided under each subcontract.

Should any periodic or final payment to the subcontractor be delayed by more than seven day after receipt of periodic or final payment by the Contractor, the Contractor shall pay the subcontractor interest, beginning on the eighth day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due.

- c. The percentage of retainage on payments made by the Contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the Owner to the Contractor. Any percentage of retainage on payments made by the Contractor to the subcontractors that exceeds the percentage of retainage on payments made by the Owner to the Contractor shall be subject to interest to be paid by the Contractor to the subcontractor at the rate of 1% per month or fraction thereof.
- d. Nothing in this section shall prevent the 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 claims will be filed; failure of any subcontractor to make timely payments for labor, equipment and materials; damage to Contractor or another subcontractor; reasonable evidence that the subcontractor 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 – ARCHITECTS STATUS**

- a. The Architect shall provide general administration of the performance of the Contract, including liaison and necessary inspection of the work to ensure compliance with the Contract Documents. The Architect is the agent of the Owner only for the purpose of constructing this work and to the extent stipulated in the Contract Documents. The Architect has authority to stop work or to order work removed, or to order corrections of faulty work where such action may be necessary to assure successful completion of the work.
- b. The Architect 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 Architect cease to be employed on the work for any reason whatsoever, then the Owner may employ a competent replacement who shall assume the status of the former Architect.
- d. The Architect will make periodic inspections of the Project at intervals appropriate to the stage of construction. The Architect will inspect the progress, the quality and the quantity of the work.
- e. The Architect 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 Architect may perform its functions under the Contract Documents.
- f. Based on the Architect's inspections and evaluations of the Project, the Architect shall issue interpretations, directives and decisions as may be necessary to administer the Project. The Architect's decisions relating to artistic effect shall be final, provided such decisions are within the limitations of the Contract.

#### **ARTICLE 19 – CHANGES IN THE WORK**

- a. Changes in the work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this contract, by Change Order. Changes in the work shall be performed under applicable provisions of this contract and the Contractor shall proceed promptly with such changes.

- b. Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract price or the Contract time. Such changes may be changed only by Change Order.
- c. Any change in the Contract price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract price being set forth in the Change Order, (2) such changes in the Contract price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph d. below.
- d. If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph c. above, the change in the Contract price, if any, shall then be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting or revising the work attributable to the change, including, in the case of an increase or decrease in the Contract price, a reasonable allowance for direct job site overhead and profit as set forth in Subparagraph e below. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable rental costs of premiums for all bonds and insurance, permit fees, and sales, use of other taxed related to the work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change.
- e. In the event the Contractor performs the work required by Change Order with its own forces, and not the forces of a subcontractor, the combined overhead and profit due the Contractor for such work shall be 20 percent. In the event the Change Order work is performed by one or more subcontractors, the subcontractor's combined overhead and profit shall not exceed 15 percent and the Contractor's combined overhead and profit shall not exceed 10 percent. In no event shall any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's certificate for payment.
- f. If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitable adjusted.
- g. The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the Contract price and the Contract time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to arising out of resulting from the work included within or affected by the executed Change Order.
- h. The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety, the Owner or by law.

The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

#### **ARTICLE 20 – CLAIMS FOR EXTRA COST**

- a. Should the Contractor consider that as a result of any instructions given in any form by the Architect, it is entitled to extra cost above that stated in the Contract, it shall give written notice thereof to the Architect within 7 days without delay, and shall not proceed with the work affected until further advised, except in emergency involving the safety of life and property. No claims for extra compensation will be considered unless the claim is so made. The Architect shall make a written recommendation to the Owner within 10 days of receipt of a claim. The owner shall issue a written decision within 10 days of receipt of the Architect's recommendation.
- b. THE CONTRACTOR SHALL NOT ACT ON INSTRUCTIONS RECEIVED BY HIM FROM PERSONS OTHER THAN THE ARCHITECT, AND ANY CLAIMS FOR EXTRA COMPENSATION OR EXTENSION OF TIME ON ACCOUNT OF SUCH INSTRUCTIONS WILL NOT BE HONORED. The Owner and the Architect will not be responsible for misunderstandings claimed by the Contractor or 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 instructions are confirmed in writing and supported by a properly authorized Change Order.

#### **ARTICLE 21 – MINOR CHANGES IN THE WORK**

The Architect will have the authority to order minor changes in the work not involving an adjustment in the Contract price or Contract time, and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, copied to the Owner, and shall be binding on the Owner and the Contractor.

#### **ARTICLE 22 – UNCORRECTED DEFECTIVE WORK**

Should the correction of defective or damaged work be considered inadvisable or inexpedient by the Owner and the Architect, the Owner shall be reimbursed by the Contractor. A Change Order will be issued to reflect a reduction in the Contract Price.

#### **ARTICLE 23 – TIME OF COMPLETION, DELAYS, EXTENSION OF TIME**

- a. The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the Architect, the Project is at a level of completion in strict compliance with this Contract such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all aspects for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed Substantially Complete, and such partial use or occupancy shall not be evidence of Substantial Completion.
- b. All limitations of time set forth herein are material and are the essence of this Contract.
- c. The number of calendar days specified for completion of the work takes into account the potential for adverse weather and other delays generally described as "acts of God." Thus, no time extensions will be allowed for adverse weather or "acts of God."

If the Contractor is delayed in its performance of the work solely by wrongful acts of the Owner or Architect, or solely by unanticipated subsurface or otherwise concealed physical conditions that (a) differ materially from those indicated in the Contract Documents, or (b) differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities, an extension of time may be allowed for such reasonable time, if any, as the Architect and Owner may determine; provided, however, that no extension of time shall be considered unless the Contractor has given written notice to the Architect and Owner within 10 days of the onset of the delay, which notice shall include complete documentation supporting the Contractor's notice of delay. The exclusive remedy of the Contractor against the Owner in the event of a delay of any kind shall be a time extension, if allowed, as provided here in and not money damages.

#### **ARTICLE 24 – FINAL INSPECTION AND ACCEPTANCE**

- a. The Architect shall determine when the work is completed and ready for final inspection and shall schedule a final inspection at a time and date acceptable to the Owner and the Contractor.
- b. At the final inspection, the Architect 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 final inspection, the Architect shall make the following determinations:
  1. That the Project finally is completed and accepted.
  2. That the Project is accepted subject to the list of discrepancies (punch list). All punch list items must be completed within 30 days of the date of Substantial Completion.
  3. That the Project is not completed and another date for a final inspection will be established.
- c. The date of acceptance will establish the following:
  1. The beginning of the 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. The termination date of utility cost to the Contractor.

#### **ARTICLE 25 – 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 Architect 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 prime contractors of the Owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the Contractor whose work is at fault.
- b. Correction of condemned work described above shall commence within 24 hours after receipt of notice from the Architect, and shall make satisfactory progress 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 27.

#### **ARTICLE 26 – CORRECTION OF WORK AFTER FINAL PAYMENT**

Neither the final certificate, final payment, acceptance, occupancy of the premises by the Owner, nor any provision of the Contract, nor any other act or instrument of the Owner, nor the Architect, shall relieve the Contractor from responsibility for negligence, for faulty material or workmanship, or failure to comply with the Contract Documents.

The Contractor shall correct or make good any defects due thereto and repair any damage resulting therefrom following final acceptance of the work except as stated otherwise under Article 41, Guarantee. The Owner will be the judge as to the responsibility for correction of defects.

#### **ARTICLE 27 – OWNER’S RIGHT TO DO WORK**

If, during the progress of the work or during any period of guarantee, the Contractor fails to prosecute the work properly or to perform any provision of the Contract, the Owner, after 15 days’ written notice sent by certified mail, return receipt requested, to the Contractor from the Architect, 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 Architect. Should the cost of such action of the Owner exceed the amount due or become due the Contractor, then the Contractor or its surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

#### **ARTICLE 28 – OWNER’S RIGHT TO TERMINATE OR SUSPEND THE WORK**

The Owner may terminate or suspend this Contract in accordance with the following terms and conditions:

- a. The Owner may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor’s right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as the Contractor has. When terminated for convenience, the Contractor shall be compensated as follows:
  1. The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Architect. If the Contractor fails to file a termination claim within 6 months from the effective date of termination, any termination claim is waived;
  2. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
  3. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
    - i. Contract price for labor, materials, equipment and other services accepted under this Contract;
    - ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor’s performance, plus a fair and reasonable allowance for direct jobsite overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included;

- iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (a) of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.
  - iv. The total sum to be paid the Contractor under this Subparagraph (a) shall not exceed the total Contract price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.
- b. If the Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contractor, then the owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor and assume possession of the Project site and all materials and equipment at the site and may complete the work. In such case, the Contractor shall not be paid further until the work is complete. After final completion has been achieved, if any portion of the contract price, as it may be modified hereunder remains after the cost to the Owner, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Subparagraph (a) and the provisions of Subparagraph (a) shall apply.
- c. The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for whatever period of time the Owner determines. If such suspension is directed by the Owner, the Contractor shall immediately comply with same. In the event the Owner directs a suspension of performance under this Paragraph, through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such. suspension the Contractor's reasonable costs, actually incurred and paid, of:
  - 1. The mobilization and remobilization, including such costs paid to subcontractors;
  - 2. Preserving and protecting work in place;
  - 3. Storage of material or equipment purchased for the Project, including insurance thereon;
  - 4. Performing in a later, or during a longer, time frame than the contemplated by the Contract.

## **ARTICLE 29 – CONTRACTOR’S RIGHT TO TERMINATE THE WORK**

If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of 30 days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Architect. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Article 28(a) hereinabove.

## **ARTICLE 30 – THE CONTRACT PRICE AND REQUEST FOR PAYMENT**

- a. Not later than the twenty-fifth day of the month, the Contractor shall submit to the Architect a request for payment for work done during the previous month.

The request shall be in the form agreed upon between the Contract and the Architect, 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 5% retainage, provided however, that after 50% of the work has been satisfactorily completed on schedule, with approval of the Owner and written consent of the surety, further requirements for retainage may be waived only so long as work continues to be completed satisfactorily and on schedule.
  4. Less previous payments.
  5. Current amount due.
  6. The Contractor shall submit an **Appendix E** (MBE Document) with each Application for Payment
- b. The Contractor, upon request of the Architect, 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 Architect 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.
- 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. 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 its 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 a commercial warehouse approved by the Architect and Owner 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 Architect. Upon approval by the Architect 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 Architect may approve storage of materials at the point of manufacturer. The conditions under this procedure will be the same as outlined above in regard to bond, insurance, ownership.
- e. In the event of beneficial occupancy, retainage of funds due the Contractor may be reduced with the approval of the Owner to an equitable amount to cover the list of items to be completed or corrected. Retainage may not be reduced to less than 2 ½ 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 31 – CERTIFICATES OF PAYMENT AND FINAL PAYMENT**

- a. Within 10 days from receipt of request for payment from the Contractor, the Architect shall issue and forward to the Owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the Architect.

- If the certificate is not approved by the Architect, 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 the Contract Documents.
    - 4. As conditioned in the performance bond and payment bond.
  - 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.
  - d. The Architect will not authorize full payment until the work under this Contract has been certified by the Architect, and certificates of final completion issued.
  - e. Final certificate of payment shall be accompanied by the following:
    - 1. Warranties and guarantees required by the Contract.
    - 2. Releases and waivers of claims from prime contractors.
    - 3. Affidavit of Contractor of payment to material suppliers and subcontractors.
    - 4. Certificates of state agencies required by law.
    - 5. Certificate of Final completion by Architect.
    - 6. Consent of surety to final payment.

## **ARTICLE 32 – PAYMENTS WITHHELD**

- a. The Architect or the Owner 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 Architect or owner.
  - 3. To provide for sufficient Contract balance to cover liquidated damages that will be assessed.
  - 4. Claims filed against the Contractor or evidence that a claim will be filed.
  - 5. Evidence that subcontractors have not been paid.
- b. When grounds for withholding payments have been removed, payment will be released.

## **ARTICLE 33 – MINIMUM INSURANCE REQUIREMENTS**

The work under this Contract shall not commence until the Contract has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Owner. These certificates shall contain a provision that coverages afforded under the policies will not be canceled, reduced in amount or coverages eliminated until at least 30 days after mailing written notice, by certified mail, return receipt requested, to the insured and the Owner of such alteration or cancellation. Such notification should be addressed to “Cumberland County Board of Education, Attn: Associate Superintendent, Auxiliary Services, P.O. Box 2357, Fayetteville, NC 28302”

- a. **Workman’s Compensation and Employer’s Liability**  
 The Contractor shall provide and maintain, during the life of the Contract, workman’s compensation insurance as required by law, as well as employer’s liability coverage with minimum limits of \$1,000,000. This shall include owners and officers of the company and a statement must be included on the insurance certificate as follows: “Owners and Officers are included under Worker’s Compensation.”

- b. **Public Liability and Property Damage**  
The Contractor shall provide and maintain, during the life of the Contract, commercial general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect the Contractor from claims arising out of any bodily injury, including accidental death, as well as from claim 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: \$1,000,000 per occurrence/ \$2,000,000 aggregate  
Property Damage: \$1,000,000 per occurrence/ \$2,000,000 aggregate  
Owned/non-owned, and hired motor vehicle: \$1,000,000 per occurrence/ \$2,000,000 aggregate  
Excess liability coverage of \$5,000,000  
Cumberland County Board of Education shall be included as an additional insured on the policy.  
Such coverage for completed operations must be maintained for at least 2 years following final acceptance of the work performed under the Contract.
- c. **Property Insurance**  
The Contractor shall purchase and maintain property insurance, also known as builder's risk insurance, during the life of this Contract, 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. The Builders' Risk Coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal including demolition, increased cost of construction, architect's fees and expenses, *soft costs* <sup>(1)</sup>, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading.  
Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation.  
Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically cover insured equipment during installation and testing (including cold and hot testing). 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 site when request for payment per Article 30 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.

f. **Proof of Coverage – see Appendix for sample certificate and additional insured endorsements**

CCBOE shall be listed on the General Liability and Auto Liability insurance policies as an additional insured (an additional insured endorsement similar to the one attached to this contract must be included/attached with the certificate of insurance. If blanket additional insured is provided by the policy, a copy of the blanket additional insured wording form must be included/attached to the certificate.)

CCBOE reserves the right to reject any carrier of insurance shown in the certificate of insurance by the Carrier(s) on the grounds of poor claim service or financial responsibility.

Certificates of Insurance shall be filed with the Owner. During construction of the work, the Contractor shall provide updated records whenever any of these coverages become outdated.

The certificate holder shall be named Cumberland County Board of Education, Attn: Associate Superintendent Auxiliary Services, 2465 Gillespie Street, Fayetteville, NC 28306.

#### **ARTICLE 34 – 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 and acceptable to the Owner. The bonds shall be in the full Contract amount. Bonds shall be executed in a form acceptable to the Owner.
- b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

#### **ARTICLE 35 – CONTRACTOR’S AFFIDAVIT**

The final payment of retained amounts due the Contractor on account of the Contract shall not become due until the Contractor has furnished to the Owner through the Architect an affidavit signed, sworn and notarized to the effect that all payment for materials, services or subcontracted work in connection with the Contract have been satisfied, and that no claims or liens exist against the Contractor in connection with this Contract. In the event that the Contractor cannot obtain similar affidavits from any subcontractor to protect the Contractor and the Owner from possible liens or claims by the subcontractor, the Contractor shall state in his affidavit that no claims or liens exist by any subcontractors to the best of its (the Contractor’s) knowledge, and if any appear afterward, the Contractor shall save the Owner harmless.

#### **ARTICLE 36 – ASSIGNMENTS**

The Contractor shall not assign any portion of this Contract nor subcontract same 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 37 – USE OF PREMISES**

- a. The Contractor shall confine its apparatus; the storage of materials and the operations of its workmen to limits indicated by law, ordinances, permits or directions of the Architect and shall not exceed those established limits in his operations.
- b. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

- c. The Contractor shall enforce the Architect's instructions regarding signs, advertisements, fires, and smoking.

#### **ARTICLE 38 – 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 complete structure, as the Architect may direct.
- b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefore.
- c. The Contractor shall not endanger any work of another contractor by cutting, digging or other means. The Contractor shall not cut or alter the work of any other contractor without the consent of the Architect and the affected contractor(s).

#### **ARTICLE 39 – UTILITIES, STRUCTURES, SIGNS**

- a. The project expediter shall provide necessary and adequate facilities and pay all costs for water, electricity, gas, oil, sewer and other utility services which may be necessary and required for completion of the Project according to the Contract Documents. Any permanent meters installed shall be listed in the project expediter's name until its work is fully accepted by the Owner.
- b. Meters shall be relisted in the Owner's name on the day following final completion and 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 service charges paid by or attributed to the Owner after the meter is re-listed in the Owner's name and prior to completion and acceptance of the work of the Contractor or the prime contractors. Reimbursement shall be made by the Contractor or the prime 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 such contractors involved on the bases of assessments by the Architect.
- d. The HVAC contractor shall have the permanent HVAC systems in sufficient readiness for furnishing temporary climate control at the time a building is enclosed. The HVAC systems shall maintain climate 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 when it has windows installed and when doorways and other opening have protection which will provide reasonable climate control. The appropriate climatic condition shall be jointly determined by the Contractor and the Architect. Use of the equipment in this manner shall in no way affect the warranty requirements of the Contractor.
- e. The electrical contractor shall have the building's permanent power wiring distribution system in sufficient readiness and shall provide power as required by the HVAC contractor for temporary building heat.
- f. 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.
- g. The Contractor and 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 acceptance of work by the Owner, each contractor shall remove and replace any parts of the permanent building systems damaged through use during construction.
  2. Temporary filters shall be installed in each of the heating and air conditioning units 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 clean and under no circumstances shall air systems be operated if finishing operations are creating dust in excess of what would be considered normal if the building were occupied. The Architect may require that return grilles in the habitable space also be covered with filter media. The intent is to present the duct system in a clean condition at final inspection.
  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 done by the contractor whose system is utilized.
  5. When the permanent lighting system is used during the finishing stages of construction, lamps shall be replaced by the electrical contractor and shall be new at the time of final inspection.
- h. The project expeditor shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closet 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.
  - i. The project expeditor shall, if required by the Contract Documents 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 Architect so direct.
  - j. The project expeditor 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 Architect 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 directions symbol. No other signs will be permitted except by permission of the Owner.

#### **ARTICLE 40 – CLEANING UP**

The Contractor shall keep the building and surrounding area reasonable free from rubbish at all times, and shall remove debris from the site from time to time or when directed to do so by the Architect. Before final inspection and acceptance of the building, the Contractor shall clean its 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 41 – GUARANTEE**

- a. The Contractor shall guarantee the material and workmanship against defect due to faulty materials or faulty workmanship or negligence. The Contractor shall replace such defective materials, equipment or workmanship without cost to the Owner.
- b. Roof guarantees are stipulated in the Contract Documents.

- c. The warranties and guarantees set forth herein are in addition to any and all other warranties and guarantees set forth in the Contract Documents.

#### **ARTICLE 42 – CODES AND STANDARDS**

The Contractor shall comply with all law, regulations, ordinances, and standard specifications applicable to the work. 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, and 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 43 – INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, he Architect and the agents, consultants and employees of the Owner and Architect, 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, or of the obligations set forth in this Contract, 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 therefrom, 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 right or obligation of indemnity which any party referenced in this article may have contract, law, equity or otherwise.

#### **ARTICLE 44 – 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 45 – EMPLOYMENT OF THE HANDICAPPED**

The Contractor agrees not to discriminate against any employee or applicant for employment because of physical or mental handicap 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 handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

#### **ARTICLE 46 – MINORITY BUSINESS REQUIREMENTS**

The Contractor shall comply with the Owner's Minority Business recruitment guidelines and make a good faith effort in the recruitment and selection of minority business in the construction of the Project.

#### **ARTICLE 47 - IRAN DIVESTMENT ACT AND DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL**

No contract may be entered into with a restricted company as listed by the State Treasurer in accordance with N.C.G.S. Chapter 147, Articles 6E or 6G, except as permitted by those laws. By entering into this contract ("Contract") and providing materials, equipment or services described in the Contract (the "Work"), Contractor acknowledges and represents that it is not a restricted company as defined in N.C.G.S. Chapter 147, Articles 6E or 6G.

#### **ARTICLE 48 - LUNSFORD ACT**

Contractor acknowledges that N.C.G.S. 14-208.18 prohibits anyone required to register as a sex offender from knowingly being present upon the premises of any school, and Contractor shall insure that neither Contractor, its subcontractors, nor its suppliers shall allow any person registered as a sex offender to come on or about the premises of any subject school in any manner or for any reason related to the Work or the Contract.

#### **ARTICLE 49 - SEX OFFENDER REGISTRIES; BAN ON DIRECT INTERACTION WITH CHILDREN**

Contractor shall conduct annual checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees or contracted personnel whose work requires or may result in direct interaction with students, including but not limited to any employee or contracted worker whose job duties include:

(1) delivering services directly to students; or (2) performing tasks on or delivering products to school property. No employee or contracted personnel of Contractor registered with the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, or the National Sex Offender Registry may have direct interaction with children. See Board Policy 5022, "Registered Sex Offenders."

#### **ARTICLE 50 - E-VERIFY**

Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

#### **ARTICLE 51 - POLICY COMPLIANCE**

Contractor, its subcontractors and suppliers, shall comply with all Board policies relating to visitors in the schools while engaged in the Work.

## SUPPLEMENTARY GENERAL CONDITIONS

### TIME OF COMPLETION

It is the Owner's intent to make a recommendation regarding award of this Contract by **January xx, 2025** Notice of Intent to Award will be prepared and conveyed to the Contractor by **January xx, 2025**. By **January xx, 2025** prepared Contracts will be conveyed to the Contractor along with Notice to Proceed.

The Notice to Proceed will set **January xx, 2025** as the Construction Starting Date. The Contractor shall commence the performance of this Contract on this date and shall diligently continue its performance to and until final completion of the Project.

The Contractor shall develop a Project Construction Schedule, which shall be approved by and submitted to the Owner.

Substantial Completion shall be achieved by **xxxxxx xx, 2025 (90 calendar days)**. Final Completion shall be no later than **xxxxxx xx, 2025 (120 total calendar days)**.

The Owner will occupy the existing building and grounds and conduct business on a daily basis while work is in progress. It is essential that the Contractor cooperate closely with the Owner in working to keep disruptions to a minimum. Anticipated disruptions/delays in projected work schedules must be reviewed and cleared in advance with the Owner.

The Contractor may be required to complete a Daily Work Log (Form LOG99-00) ATTACHED, which shall be kept on site for review by the Owner during routine inspections.

### USE OF SITE

Normal working hours during the summer are 7:30 am – 5:30 pm Monday – Thursday and Closed on Friday. The Schools will be made available of Fridays 8:00 am – 4:00 pm. The Contractor may not work outside these hours without prior authorization from the Principal and Operation's staff. If necessary, additional hours on the weekend or in the evenings may be considered. Extended hours maybe allowed at the discretion of the school staff with direct compensation by the Contractor. Liquidated damages apply whether or not extended hours are granted.

### LIQUIDATED DAMAGES

The Contractor shall commence work to be performed under this agreement on **January xx, 2025** and shall substantially complete all work hereunder by **xxxxxx xx, 2025**. For each day in excess of this substantial completion date, the Contractor shall pay to the Owner **Five Hundred Dollars (\$500.00)** as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by any other causes deemed justifiable by Owner, then the contract time

### UTILITIES

- a. Use of electric power, fuel oil, water, heating and cooling, and toilet facilities shall be coordinated with the building Owner prior to start of construction.
- b. Any interruption of utilities (electricity, fuel oil, water, heating, cooling, etc.) shall be minimized and undertake through coordination with the Owner with at least 72 hours advance notice.
- c. The contractor is responsible for locating all underground services prior to construction through the use of school property accounting information or through a utility locator service.

## SECURITY

The Contractor shall take all necessary precautions to avoid jeopardizing the security of the building to include:

- A. No entry shall be made into the building without the authorization and approval of the administrative staff.
- B. Workers shall be identified at all times with either badges or company logo.
- C. Contractor shall be responsible for securing area within which he is working.

## MISCELLANEOUS ALLOWANCE

The Contractor shall provide in the base bid a miscellaneous allowance. Contractor's profit and overhead shall be included in bid and is not included in this allowance. Unused portion of allowance will be returned to the Owner at the end of the job by change order. **The amount of the allowance is \$25,000.00.**

## SCOPE OF WORK

The project's scope of work includes installing new PVC single ply membrane over coverboard (some areas as noted), with new roof copings on approximately 58,000 square feet.

---

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

Contractor: **Contractor**

\_\_\_\_\_  
(Proprietorship or Partnership)

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

**XXX**

Title: **President**

(Owner, Partner, or Corp. Pres. or Vice Pres.)

Attest: (Corporation)

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

(Corporate Seal)

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

Cumberland County Board of Education

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

**Deanna Jones**

Title: **Board of Education Chair**

Attest:

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

Dr. Marvin Connelly, Jr., Superintendent  
Secretary, Cumberland County Board of Education

## A colorful illustration of a school scene. On the left is a brick school building with a sign that says 'SCHOOL'. In the center is a red school bus. On the right is a green playground with a slide and a swing set. There are green bushes and trees throughout the scene.

**SCHOOL**\_\_\_\_\_

**PROJECT**\_\_\_\_\_

**CONTRACTOR**\_\_\_\_\_

**NOTICE TO PROCEED DATE**\_\_\_\_\_

**MOBILIZATION DATE**\_\_\_\_\_

[illegible]

Form LOG99-00

## CHANGE ORDER/ALLOWANCE WORK

Number\_\_\_\_\_



DATE\_\_\_\_\_

SCHOOL\_\_\_\_\_

PROJECT\_\_\_\_\_

CONTRACTOR\_\_\_\_\_

Note: Work completed under an Allowance shall be submitted on this form for approval. Overhead and profit on all Allowances were to be included in the Contractor's bid and shall not be included on this form.

CONTRACTOR'S WORK	Debit	Credit	TOTAL
Direct Materials			
Sales Tax on Materials 7% of line 1			
Direct Labor			
Insurance, Taxes, Benefits, Etc.			
Rental/Owned Equipment			
Sales Tax on Rental Equipment 7%			
SUBTOTAL (add lines 1-6)			
Profit and Overhead 15%			
SUBTOTAL (add lines 7-8)			

SUB-CONTRACTOR'S WORK	Debit	Credit	TOTAL
Direct Materials			
Sales Tax on Materials 7% of line 1			
Direct Labor			
Insurance, Taxes, Benefits, Etc.			
Rental/Owned Equipment			
Sales Tax on Rental Equipment 7%			
SUBTOTAL (add lines 1-6)			
Profit and Overhead 10%			
SUBTOTAL (add lines 7 & 8)			

SUMMARY	Debit	Credit	TOTAL
CONTRACTOR'S WORK			
SUB-CONTRACTOR'S WORK			
SUBTOTAL (add lines 1 & 2)			
Contractor's Bond Premium			
TOTAL AMOUNT OF CHANGE ORDER			

Description of work \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Owner\_\_\_\_\_Date\_\_\_\_\_

Signature of Contractor\_\_\_\_\_Date\_\_\_\_\_

**DIVISION 1 – ALLOWANCE**

1.00 **MISCELLANEOUS ALLOWANCE:**

- A. General: The Contractor shall provide in the base bid a miscellaneous allowance. Contractor's profit and overhead shall be included in bid and is not included in this allowance. Unused portion of allowance will be returned to the Owner at the end of the job by change order.
- B. Scope: To be used for miscellaneous items as directed by the Architect on the Owner's behalf. Written approval on Cumberland County Schools Allowance Reduction Form is required prior to any allowance reduction.
- C. Amount of Allowance: \$25,000.00 for each roofing project.

**END OF SECTION**

## SECTION 07540 – THERMOPLASTIC MEMBRANE ROOFING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Fully adhered membrane roofing system
  - 2. Roof insulation
- B. Related Sections include the following:
  - 1. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counterflashings.

#### 1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. FMG Listing: Provide roofing membrane, base flashings, and component materials that comply with requirements in FMG 4450 and FMG 4470 as part of a membrane roofing system and that are listed in FMG's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FMG markings.
- D. Fire/Windstorm Classification: Class 1A- 90.
- E. Hail Resistance: SH.
- F. Flashings: Comply with requirements of Division 7 Section "Sheet Metal Flashing and Trim." Provide base flashings, perimeter flashings, detail flashings and component materials that comply with requirements and recommendations of the following:
  - G. FMG 1-49 Loss Prevention Data Sheet for Perimeter Flashings.
  - H. FMG 1-29 Loss Prevention Data Sheet for Above Deck Roof Components.
  - I. NRCA Roofing and Waterproofing Manual (Fifth Edition) for construction details, as modified by FMG requirements indicated.
  - J. SMACNA Architectural Sheet Metal Manual (Fifth Edition) for construction details.

#### 1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
  - 1. Indicate Energy Star compliance.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other Work.
  - 1. Base flashings and membrane terminations.

2. Tapered insulation, including slopes.
- C. Samples for Verification: For the following products:
    1. 6-by-6-inch square of sheet roofing, of color specified, including T-shaped side and end lap seam.
    2. 6-by-6-inch square of roof insulation and cover board.
  - D. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
  - E. Qualification Data: For Installer, manufacturer, and manufacturer's authorized service representative.
  - F. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
  - G. Maintenance Data: For roofing system to include in maintenance manuals.
  - H. Warranties: Special warranties specified in this Section.
  - I. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

## 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive the required warranty from the manufacturer.
- B. Manufacturer Qualifications: A qualified manufacturer that has FMG approval, UL approvals and Energy Star ratings for membrane roofing system identical to that used for this Project.
- C. Manufacturer's Authorized Service Representative Qualifications: An experienced, authorized full-time employee representative of manufacturer or a Register Roof Observer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project. Manufacturer is required to have the inspector present 2 days out of every 5 working days that the roofing installer is installing roof system. Inspector will submit a written report to the design professional and roof installer every day that he is present.
- D. Source Limitations: Obtain components for membrane roofing system and metal flashing systems from or approved by roofing membrane manufacturer.
- E. Preinstallation Conference: Conduct conference at Project site. Comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roofing system including, but not limited to, the following:
  1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
  2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
  3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
  5. Review structural loading limitations of roof deck during and after roofing.
  6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
  7. Review governing regulations and requirements for insurance and certificates if applicable.
  8. Review temporary protection requirements for roofing system during and after installation.
  9. Review roof observation and repair procedures after roofing installation.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.

- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

## 1.8 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

## 1.9 WARRANTY

- A. Special Warranty: Submit roofing system Manufacturer's special warranty, on warranty form at end of this section, without monetary limitation, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
  - 1. Special warranty includes roofing membrane, base flashings, roofing membrane accessories roof insulation, fasteners and adhesives, cover boards, walkway products, metal coping, counterflashings and other components of roofing system.
  - 2. Warranty Period: 15 years from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
  - 1. Warranty Period: Two years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

### 2.2 PVC ROOFING MEMBRANE (Fleece Back)

- A. Manufacturers:
  - 1. Duro-Last PVC 50 mil
  - 2. Carlisle Sure-Flex PVC 50mil
  - 3. Sika Sarnafil S327 45mil PVC
  - 4. GAF PVC 50mil
  - 5. Tremco PVC Roofing, Inc.

### 2.3 THERMOPLASTIC CO-POLYMER ALLOY ROOFING MEMBRANE

- A. Reinforced Thermoplastic Co-Polymer Alloy Sheet: Uniform, flexible elastomeric sheet formed from a thermoplastic co-polymer alloy membrane, of the following thickness, exposed face color, and physical properties:
  - 1. Thickness: 40 mils, nominal, minimum membrane thickness.
  - 2. Exposed Face Color: White. Energy Star Rated.
  - 3. Physical Properties:
    - a. Breaking Strength: 350 lbs x 325 lbs.; ASTM D 751, grab method.

- b. Elongation at Break: 40 percent x 30 percent; ASTM D 751.
- c. EMMAQUA: 2.7 million langleys; ASTM E 838.
- d. Tearing Strength: 100 lbs x 100 lbs; ASTM D 751.
- e. Heat Aging: 80 percent x 80 percent ASTM D 3045.
- f. Hydrostatic Resistance: 400 psi; ASTM D 751.
- g. Ozone Resistance: No cracks after 168 hours' exposure at 100 deg F; ASTM D 1149.
- h. Permeance: 0.003 Perms; ASTM D 96.
- i. Low Temperature Bend: -40 degrees F; ASTM D 2136.
- j. Seam Strength: 90 percent; ASTM D 638.

#### 2.4 AUXILIARY MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing.
  - 1. Liquid-type auxiliary materials shall meet VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, thickness, and color as CPA sheet membrane.
- C. Bonding Adhesive: Manufacturer's standard solvent-based bonding adhesive for membrane and base flashings.
- D. Metal Termination Bars: Manufacturer's standard predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
- E. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane to substrate, and acceptable to membrane roofing system manufacturer.
- F. Miscellaneous Accessories: Provide sealants, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, termination reglets, cover strips, and other accessories.

#### 2.5 ROOF INSULATION (if needed)

- A. General: Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.
- B. Extruded Polystyrene Board Insulation total of 5.0 inches average total thickness in minimum of three layers including tapered insulation.
  - 1. Manufacturers:
    - a. Atlas Roofing Corporation.
    - b. GAF Materials Corporation.
    - c. Celotex Corporation
    - d. RMAX.
- C. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.
- D. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of 1/4" / 12" min. where indicated.

#### 2.6 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
- B. Adhesive: Manufacturer's approved adhesive to adhere roof insulation to roof insulation (membrane to existing built up roof where indicated) and cover board as required.
- C. Cover Board: GP DensDeck (or approved equal) Roof Board, minimum 1/2 inch thick.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
  - 1. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
  - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and those nailers match thicknesses of insulation.
  - 3. Verify surface plane flatness to assure proper adhered fastening to concrete roof deck.
  - 4. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

### 3.3 INSULATION INSTALLATION

- A. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
  - 1. Comply with membrane roofing system manufacturer's written instructions for installing roof insulation to meet FMG 1-90 rating or 90 mph wind speed. Fasten according to requirements in FMG's "Approval Guide" for specified Windstorm Resistance Classification.
- B. Install three layers of insulation under area of roofing to achieve required thickness of 5.0 inches minimum thickness. Install second layer staggered from joints of previous layer a minimum of 6 inches in each direction.
- C. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- D. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch with insulation.
  - 1. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
- E. Adhered Insulation: Install second layer of insulation and adhere to substrate as follows:
  - 1. Set second layer of insulation in a full bed of adhesive.
- F. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Stagger joints from joints in insulation below a minimum of 6 inches in each direction. Adhere cover boards in a full bed of adhesive to roof insulation.

### 3.4 ADHERED ROOFING MEMBRANE INSTALLATION (Elizabeth Cashwell Elementary School)

- A. Install roofing membrane over area to receive roofing according to membrane roofing system manufacturer's written instructions. Unroll roofing membrane and allow membrane to relax before installing.
  - 1. Install sheet according to ASTM D 5036.
- B. Start installation of roofing membrane in presence of membrane roofing system manufacturer's technical personnel.
- C. Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

- D. Bonding Adhesive: Apply solvent-based bonding adhesive to substrate and underside of roofing membrane at rate required by manufacturer and allow to partially dry before installing roofing membrane. Do not apply bonding adhesive to splice area of roofing membrane.
- E. Mechanically fasten roofing membrane securely at terminations, penetrations, and perimeter of roofing.
- F. Apply roofing membrane with side laps shingled with slope of roof deck where possible.
- G. Seams: Clean seam areas, overlap roofing membrane, and hot-air weld side and end laps of roofing membrane according to manufacturer's written instructions to ensure a watertight seam installation.
  - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roofing membrane.
  - 2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.
  - 3. Repair tears, voids, and lapped seams in roofing membrane that does not meet requirements.
- H. Spread sealant or mastic bed over deck drain flange at deck drains and securely seal roofing membrane in place with clamping ring.

### 3.5 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. Apply solvent-based bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply bonding adhesive to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with sheet flashing.
- D. Clean seam areas and overlap and firmly roll sheet flashings into the adhesive. Weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

### 3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform roof tests and inspections and to prepare test reports.
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Architect.
  - 1. Notify Architect or Owner 48 hours in advance of date and time of inspection.
- C. Repair or remove and replace components of membrane roofing system where test results or inspections indicate that they do not comply with specified requirements.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

### 3.7 PROTECTING AND CLEANING

- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements, repair substrates, and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

### 3.8 MANUFACTURER'S REQUIRED WARRANTY

A. WHEREAS \_\_\_\_\_ of \_\_\_\_\_, herein called the "Manufacturer," has supplied roofing membrane and associated materials and approved all other related materials ("materials") on the following project:

1. Owner: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Building Name/Type: \_\_\_\_\_
4. Address: \_\_\_\_\_
5. Area of Work: \_\_\_\_\_
6. Acceptance Date: \_\_\_\_\_
7. Warranty Period: 15 years from date of Substantial Completion.
8. Expiration Date: \_\_\_\_\_
9. Roofing Installer: \_\_\_\_\_
10. Contractor: \_\_\_\_\_

B. AND WHEREAS Manufacturer has contracted with the Contractor and Owner to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

C. NOW THEREFORE Manufacturer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, without monetary limitation, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition. This manufacturer's special warranty includes:

1. Roofing membrane, base flashings, and roofing membrane accessories, adhesives, mastics, and coatings,
2. Roof insulation and accessories, including fasteners, adhesives, cover boards, substrate board, and vapor retarders, if any,
3. Perimeter blocking, nailers, and cant strips,
4. Walkway product,
5. Low-slope roofing sheet metal flashing and trim items, including roof edge, drain, scupper and coping components, tie-ins and expansion joints, and roofing specialty items, as specified in another Division 7 section,
6. Other components of roofing system manufactured by or approved by manufacturer for inclusion in roofing system.

D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
  - a. lightning;
  - b. peak gust wind speed exceeding 90 mph;
  - c. fire;
  - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
  - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
  - f. vapor condensation on bottom of roofing; and
  - g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Manufacturer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Manufacturer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Manufacturer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Manufacturer to perform said alterations, Warranty shall not become null and void unless Manufacturer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Manufacturer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Manufacturer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Manufacturer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

1. Authorized Signature: \_\_\_\_\_
2. Name: \_\_\_\_\_
3. Title: \_\_\_\_\_
4. Manufacturer: \_\_\_\_\_
5. Address: \_\_\_\_\_
6. Telephone number: \_\_\_\_\_

END OF MANUFACTURER'S SPECIAL WARRANTY

### 3.9 ROOFING INSTALLER'S WARRANTY

A. WHEREAS \_\_\_\_\_ of \_\_\_\_\_, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

1. Owner: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Building Name/Type: \_\_\_\_\_
4. Address: \_\_\_\_\_
5. Area of Work: \_\_\_\_\_
6. Acceptance Date: \_\_\_\_\_
7. Warranty Period: Two (2) years from date of substantial completion
8. Expiration Date: \_\_\_\_\_

B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
  - a. lightning;
  - b. peak gust wind speed exceeding 90 mph;
  - c. fire;
  - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
  - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
  - f. vapor condensation on bottom of roofing; and
  - g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.

6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
  7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.
- E. IN WITNESS THEREOF, this instrument has been duly executed this \_\_\_\_day of \_\_\_\_\_, 2025.
1. Authorized Signature: \_\_\_\_\_
  2. Name: \_\_\_\_\_

END OF ROOFING INSTALLER'S WARRANTY

END OF SECTION 07540

## SECTION 07620 - SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following sheet metal flashing and trim:
  - 1. Formed low-slope roof flashing and trim.
  - 2. Formed wall flashing and trim.
  - 3. Formed equipment support flashing.
- B. Related Sections include the following:
  - 1. Division 7 Section "Thermoplastic Membrane Roofing" for installing sheet metal flashing and trim integral with roofing membrane.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Fabricate and install roof edge flashing and copings capable of resisting wind speeds of 100 mph.
- C. Thermal Movements: Provide sheet metal flashing and trim that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal and trim thermal movements. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- D. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show layouts of sheet metal flashing and trim, including plans and elevations. Distinguish between shop- and field-assembled work. Include the following:
  - 1. Identify material, thickness, weight, and finish for each item and location in Project.
  - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
  - 3. Details for fastening, joining, supporting, and anchoring sheet metal flashing and trim, including fasteners, clips, cleats, and attachments to adjoining work.
  - 4. Details of expansion-joint covers, including showing direction of expansion and contraction.
- C. Samples for Initial Selection: For each type of sheet metal flashing and trim indicated with factory-applied color finishes.
  - 1. Include similar Samples of trim and accessories involving color selection.

#### 1.5 QUALITY ASSURANCE

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.
- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack materials on platforms or pallets, covered with suitable weathertight and ventilated covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

#### 1.7 COORDINATION

- A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leakproof, secure, and noncorrosive installation.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.

## 2.2 SHEET METALS

- A. Aluminum Sheet: ASTM B 209, Alloy 3003, 3004, 3105, or 5005, Temper suitable for forming and structural performance required, but not less than H14, finished as follows:

1. High-Performance Organic Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - a. Fluoropolymer 2-Coat System: Manufacturer's standard 2-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 2604.
    - 1) Color: As selected by Architect from manufacturer's full range.

## 2.3 UNDERLAYMENT MATERIALS

- A. Felts: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.

## 2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
- C. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

## 2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.

- B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
- C. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
  - 1. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
- D. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- E. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed within joints.
- F. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.
- G. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
  - 1. Thickness: As recommended by SMACNA's "Architectural Sheet Metal Manual "and FMG Loss Prevention Data Sheet 1-49 for application but not less than thickness of metal being secured.

## 2.6 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof Edge Flashing (Gravel Stop) and Fascia Caps: Fabricate in minimum 96-inch long, but not exceeding 10-foot long, sections. Furnish with 6-inch wide joint cover plates.
  - 1. Joint Style: Butt, with 12-inch wide concealed backup plate and 6-inch wide exposed cover plates.
- B. Copings: Fabricate in minimum 96-inch long, but not exceeding 10-foot long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, seal, and solder or weld watertight.
  - 1. Joint Style: Butt, with 12-inch wide concealed backup plate and 6-inch wide exposed cover plates.
  - 2. Fabricate copings from the following material:
    - a. Aluminum: 0.040 inch thick.
- C. Roof to Wall Transition Expansion-Joint Cover: Fabricate from the following material:
  - 1. Aluminum: 0.040 inch thick.
- D. Counterflashing: Fabricate from the following material:
  - 1. Aluminum: 0.0320 inch thick.

## 2.7 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.
  - 1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
  - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 1. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.
- C. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
- D. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and elastomeric sealant.
- E. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  - 1. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.

- F. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed within joints.
- G. Fasteners: Use fasteners of sizes that will penetrate substrate not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
  - 1. Galvanized or Prepainted, Metallic-Coated Steel: Use stainless-steel fasteners.
  - 2. Aluminum: Use aluminum or stainless-steel fasteners.
- H. Seal joints with elastomeric sealant as required for watertight construction.
  - 1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F, set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
- I. Aluminum Flashing: Rivet or weld joints in uncoated aluminum where necessary for strength.

### 3.3 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal roof flashing and trim to comply with performance requirements and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
  - 1. Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at 24-inch centers.
- C. Copings: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
  - 1. Interlock exterior bottom edge of coping with continuous cleats anchored to substrate at 24-inch centers.
  - 2. Anchor interior leg of coping with screw fasteners and washers at 24-inch centers.
- D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.
- E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend

counterflashing 4 inches over base flashing. Lap counterflashing joints a minimum of 4 inches and bed with elastomeric sealant.

1. Secure in a waterproof manner by means of snap-in installation and sealant or lead wedges and sealant.

F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Install flashing as follows:

1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
2. Seal with elastomeric sealant and clamp flashing to pipes penetrating roof except for lead flashing on vent piping.

### 3.4 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

### 3.5 MISCELLANEOUS FLASHING INSTALLATION

- A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

### 3.6 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07620