

Town of Morrisville Town Hall Rearrangements

Morrisville, North Carolina



PROJECT MANUAL

Bid Documents
November 15, 2024

MORRISVILLE

TOWN HALL REARRANGEMENTS

PROJECT MANUAL

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TECHNICAL SPECIFICATIONS

Technical requirements are included in the drawings.

**MORRISVILLE
TOWN HALL REARRANGEMENTS
PROJECT MANUAL**

Architect
Clearscapes, PA
Raleigh NC



**ADVERTISEMENT FOR BIDS
(Informal Bid)**



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Project: Morrisville Town Hall Rearrangements

Project Number: PRJ 2023_10 Town Hall Rearrangements

Project Location: 100 Town Hall Drive
Morrisville, NC 27560

Owner: Town of Morrisville, North Carolina
100 Town Hall Drive
Morrisville, NC 27560
Project Manager: Timothy Johnson, PE
Phone: 919.463.6961
Email: tjohnson@morrisvillenc.gov

**Architect/Contact:
For Bid Documents** Clearscapes, PA
501 S Person Street
Raleigh, NC 27601
Contact: Lauren Woodard
Phone: 919.821.2775
E-mail: lwoodard@clearscapes.com

Sealed bids will be received by Town of Morrisville, for a single-prime construction contract for interior renovations to Morrisville Town Hall **until 3 PM on Thursday, December 05, 2024** via email at:

Bids@morrisvillenc.gov

An **Optional Pre-Bid Meeting** will be held at **9:00 am on Monday, November 25, 2024** at Morrisville Town Hall: 100 Town Hall Drive, Morrisville, NC 27560.

The Project Scope is defined by the Contract Documents and consists of the following:

1. Rearrangement and renovation of +/- 1000sf of existing interior office, including:
 - Partial brick veneer infill to convert an existing exterior masonry door opening to a window
 - Replacement of an existing exterior entry door with a new exterior window
 - Wood stud wall framing, drywall, and painting with associated demolition
 - Reconfiguration/replacement of ACT ceiling in reconfigured areas
 - Allowance for replacement of carpet and associated wall base
 - Allowance for reconfiguration of existing HVAC ductwork and distribution
 - Allowance for reconfiguration of electrical lighting and power
 - Allowance for reconfiguration of fire alarm

2. Reconfiguration of +/- 300sf of existing lobby space to create a conference room, including:
 - Installation of a new interior storefront partition
 - Metal stud wall and/or bulkhead framing, drywall, and painting
 - Installation of new window treatments
 - Allowance for reconfiguration /replacement of ACT ceiling
 - Allowance for reconfiguration of existing HVAC ductwork and distribution
 - Allowance for reconfiguration of electrical lighting and power

3. Allowances
 - Include \$40,000 material and labor allowance for electrical reconfiguration.
 - Include \$10,000 material and labor allowance for teledata reconfiguration.
 - Include \$10,000 material and labor allowance for fire alarm reconfiguration.
 - Include \$25,000 material and labor allowance for mechanical reconfiguration.
 - Include \$10,000 material and labor allowance for Owner Requests.
 - Include material and labor allowance for 150SY of carpet replacement.

Engineered drawings for electrical, fire alarm, and mechanical scopes will be provided to the General Contractor for permit submittal prior to the start of construction.

Architectural drawings describing the scope and areas of work may be acquired in electronic format from the Architect, Clearscapes PA.

No bid may be withdrawn for ninety (90) days after the bid opening.

Pursuant to General Statutes of North Carolina Section 143-128 and 143-131 and to City policy, the Town of Morrisville encourages and provides equal opportunity for certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include – Professional Services; Goods and other services and construction.

Furthermore, the Town's goal is to contract or sub-contract ten percent (10%) of the contract amount to certified MWBEs on construction projects over \$300,000.

***** END OF DOCUMENT *****

TOWN OF MORRISVILLE – BID FORM
MORRISVILLE TOWN HALL REARRANGEMENTS
PROJECT # PRJ 2023_10 Town Hall Rearrangements

Town of Morrisville
Tim Johnson, PE
Capital Projects Manager
260-C Town Hall Drive
Morrisville, North Carolina 27560

Date:

The undersigned bidder has carefully examined the form of Construction Contract, the Plans, and the Project Manual, all of which are acknowledged to be part of the proposal and the Proposal Form, and the Bidder has also carefully examined the site of the proposed work. The undersigned further agrees to sign a Construction Contract for all or part of the work determined by the approval of the Town of Morrisville Staff based upon the below amount, if offered within ninety (90) days after receipt of Bids. The Bidder further agrees to provide and furnish all necessary materials, equipment, machinery, and labor necessary to complete the construction of the work in full, in complete accordance with the plans and the contract documents to the full and entire satisfaction of the Town of Morrisville and in accordance with these documents within the time limit specified below.

Bidders shall email the completed Bid Form and all required supporting documents to:

bids@morrisvillenc.gov

The subject line of the email shall read: BID for PRJ 2023_10 Town Hall Rearrangements. The body of the email shall contain contractor's name, address and license information. All other support documents required to be submitted with the Bid - see MWBE requirements - should also be submitted with this email.

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

1. If this contract is awarded to the Bidder, they must, upon completion of this contract, or at any other time requested, furnish to the Town of Morrisville an accurate itemized statement of North Carolina Sales Taxes paid on materials, supplies, equipment and any other items charged to this contract, and otherwise fully comply with the *Procedure for Reporting North Carolina Sales Tax Expenditures*.
2. The Bidder represents and agrees to complete the entire project in the following number of Consecutive Calendar Days: One Hundred and Twenty (120) days from the date that permits are received.
3. The Bidder agrees to comply with the City's policy to encourage bidders to use Certified MWBE businesses as specified in Division 00 MWBE Requirements.

Projected Contract Execution, Permitting and Construction Closeout Sequencing:

- Town of Morrisville Contract Award.
- Awarded Bidder to submit 2 original signed contract forms along with insurance information as required in the Construction Contract.

- Construction Contract Execution.
- Pre-construction Conference.
- Owner to issue Limited Notice to Proceed to start procurement for any long lead time items. Note that the (120) day Construction Period will not commence until the date that permits are received.
- General Contractor to provide contact, licensing and trade cost information for general contractor, mechanical subcontractor, electrical subcontractor, and fire alarm subcontractor to Town of Morrisville Project Manager.
- General Contractor to obtain building permits with drawings provided by Architect. Note that 120 day construction period commences with permit approval.
- Construction period.
- General Contractor to obtain Certificate of Occupancy and Substantial Completion of new construction and renovation as approved by Owner and Architect. (12-month warranty starts).
- Punchlist and town staff move-in.
- General Contractor to conduct 11-month warranty inspection with Owner and Architect.
- General Contractor to complete remaining warranty items, if any.

In addition, the Bidder agrees to execute the work described and set forth in the Plans and Specifications for the amounts as follows:

Base Bid: _____
 (In written word)

\$ _____
 (In numerals)

Name of General Contractor and License Number _____

Name of Electrical Contractor and License Number _____

Name of Fire Alarm Contractor and License Number _____

Name of Mechanical Contractor and License Number _____

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

ALTERNATES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes to the base bid quantity of the work all in accordance with the contract documents.

Alternate No. G-1 *Deduct all work associated with Conference B.*

_____ Dollars(\$)

Total Bid Proposal (Base Bid + Deduct Alternate G-1):

(In written word)

\$

(In numerals)

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes to the base bid quantity of the work all in accordance with the contract documents.

<u>No. G-1</u>	Removal/replacement of carpet <i>(Assumes minimum 10 SY)</i>	<u>SY</u>	Unit Price (\$) _____
<u>No. G-2</u>	Removal/replacement of ACT <i>(Assumes minimum 100 SF)</i>	(1) <u>2x2 Tile</u>	Unit Price (\$) _____

ALLOWANCES

Include in the base bid proposal the following allowances as specified in Division 01, Section 012100 Allowances.

Allowance E-1: Lump Sum Allowance: Include the sum of \$40,000 material and labor allowance for electrical reconfiguration. _____ Dollars(\$)

Allowance TD-1: Lump Sum Allowance: Include the sum of \$10,000 material and labor allowance for teledata reconfiguration. _____ Dollars(\$)

Allowance FA-1: Lump Sum Allowance: Include the sum of \$10,000 material and labor allowance for fire alarm reconfiguration. _____ Dollars(\$)

Allowance M-1: Lump Sum Allowance: Include the sum of \$25,000 material and labor allowance for mechanical reconfiguration. _____ Dollars(\$)

Allowance G-0: Lump Sum Allowance: Include the sum of \$10,000 material and labor allowance for Owner Requests. _____ Dollars(\$)

Allowance G-1: Quantity Allowance: Include material and labor for removal and replacement of 150 SY of carpet. _____ Dollars(\$)

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

PROPOSAL SIGNATURE PAGE

Respectfully submitted this day of _____

By: _____
(Name of firm or corporation making bid)

WITNESS:

(Proprietorship or Partnership)

By: _____
Signature

Name: _____
Print or type

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

Address _____

ATTEST: _____

By: _____

License No. _____

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

Federal I.D. No. _____

Email Address: _____

(CORPORATE SEAL)

BIDDER QUALIFICATIONS:

The Bidder shall furnish the following information; designed to assist the Owner in determining whether or not the Bidder is qualified to perform the work described in the Bid and Contract Documents:

1. List three references with contact person and telephone number who are qualified to objectively judge the results of similar work performed by the bidder in the last three years.

A. _____
NAME AND TITLE TELEPHONE NUMBER

PROJECT TITLE/DESCRIPTION DATE OF COMPLETION

B. _____
NAME AND TITLE TELEPHONE NUMBER

PROJECT TITLE/DESCRIPTION DATE OF COMPLETION

C. _____
NAME AND TITLE TELEPHONE NUMBER

PROJECT TITLE/DESCRIPTION DATE OF COMPLETION

2. List previous contracting experience, including contract dollar amounts:

NOTE: The Bidder shall attach additional sheets of information as needed to provide above requested information.

Town of Morrisville North Carolina



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Historically Underutilized Business (HUB) Program

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INTRODUCTION

The General Assembly adopted the provisions of Senate Bill 308 which amended G.S. 143-128 allowing all public owners to advertise for bids for public building projects using single contract (single prime) system as an alternative to the traditional separate (multi-prime) contracts system. **Included in the amendments adopted by the General Assembly was the requirement that each public owner adopt and implement a Minority and Women's Business Enterprise (M/WBE) Plan that would include specific conditions to be met for each public building project constructed under the provisions of G.S. 143-128.**

The intent of these amendments was and still is to increase the opportunities for M/WBEs to become involved in public building projects let to contract in North Carolina. Within the guidelines of Senate Bill 308 was the requirement that each public body adopt an appropriate verifiable percentage goal for participation by minority businesses in the total value of work for which a contract or contracts are awarded.

Each local government was given the responsibility for ascertaining their own appropriate verifiable percentage goal(s). On January 26, 2004, the Town of Morrisville Board of Commissioners established a goal of ten percent (10%) for minority participation in building construction contracts awarded that meet the statutory threshold of \$300,000.

The Town of Morrisville's Historically Underutilized Business (HUB) Program includes the following goals:

- 1) Establish a 10% HUB overall participation percentage goal in the building construction projects meeting the statutory formal bid threshold expenditure level, and
- 2) Establish a 10% HUB overall participation percentage goal in the procurement of consulting and professional expenditures related to building construction projects meeting the statutory formal bid threshold expenditure level.
- 3) The overall program participation percentage goal will be reviewed annually or on a project by project basis as soon as relevant data becomes available.
- 4) Historically Underutilized Businesses will have an opportunity to receive technical assistance in licensing, bonding, certification, completing bid forms, clarification of any area of the contract in which there are questions (not including estimates for any specific project), and other procedures involved in securing Town contracts.

The services of the Town of Morrisville's Underutilized Business Program is not designed to provide in-depth business management, estimating or other technical assistance to participants in bid preparation and contract negotiations.

OUTREACH PLAN AND GUIDELINES

FOR RECRUITMENT AND SELECTION OF HISTORICALLY UNDERUTILIZED BUSINESSES FOR PARTICIPATION IN THE TOWN OF MORRISVILLE'S BUILDING CONSTRUCTION CONTRACTS

In accordance with G.S. 143-128.2, effective January 26, 2004, these guidelines establish goals for Historically Underutilized Business (HUB) participation in single-prime bidding, separate-prime bidding, dual bidding, construction manager-at-risk, and alternative contracting methods on Town of Morrisville building construction projects in the amount of \$300,000 or more. The Outreach Plan shall also be applicable to the selection process of architectural, engineering and construction manager-at-risk services.

The Town of Morrisville has a verifiable ten percent (10%) goal for Historically Underutilized Business (HUB) participation by HUB businesses in the total value of work for each project for which a contract or contracts are awarded for public building construction. The overall goal will be reviewed annually or as soon as relevant data is available.

POLICY STATEMENT

To broaden opportunities for participation, increase competition, and ensure the proper diligent use of public funds, it is the intent of the Town of Morrisville to provide minorities and women equal opportunity to participate in all aspects of the Town of Morrisville's contracting programs. Opportunities include, participation in construction and construction renovation projects, and lease agreements as they relate to requirements established by federal, state, and local governments.

The Town of Morrisville is committed to economic development of small business enterprises and the minority community and prohibiting discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, national origin, age, disability, or veteran status.

The Town of Morrisville's Historically Underutilized Business Program (HUB) is not a set-aside program as it relates to contracting, it is a voluntary goal program. Competitive bidding is required for all contractors, subcontractors, suppliers and distributors. The HUB program encourages contractors to actively and aggressively seek HUB participation.

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 HUB contractors or HUB subcontractors who do not submit the lowest responsible responsive bid or bids.

It is further the intent of these guidelines that the Town of Morrisville, 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 participation by HUB in each construction project as mandated by N.C.G.S. 143-128.2.

OBJECTIVES

The primary objective of the Town of Morrisville Historically Underutilized Business Program will be to focus on full utilization of minority and women businesses in the Town 's construction activities; the assurance of a Good Faith Effort Program that benefits contractors, subcontractors and vendors alike; and early conflict intervention of general and discriminatory concerns in addition to the following areas of assistance:

- ◆ Maintain and promote minority-owned and women-owned business utilization.
- ◆ Increase the Town of Morrisville's knowledge of minority and women owned business firms and become familiar with their product line.
- ◆ Provide up-to-date information on Town bidding opportunities.
- ◆ Management and technical assistance guidance and support throughout the process to ensure significant minority and female business participation.
- ◆ HUBs will have an opportunity to receive technical assistance in licensing, bonding, completing bid forms, clarification of any area of the contract in which there are questions (not including estimates for any specific project), and other procedures involved in securing Town contracts.
- ◆ Provide and administer procedures for reporting and monitoring compliance of contract activity, subject to the provisions of the HUB requirements of the Town of Morrisville.
- ◆ Provide and administer procedures for resolving complaints of discrimination made against businesses holding construction contracts with the Town of Morrisville.

DEFINITIONS

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

- **Certification**
Effective July 1, 2009, all HUB must be certified by the State of North Carolina at website <http://www.doa.nc.gov/hub/>.
To qualify for certification, a firm must meet the definition of a minority person, as outlined in accordance with N.C.G.S. 143-128, and/or be socially and economically disadvantaged as defined in 15 U.S. C. 637 of the Federal Code.
Any person having a current 8(a) certification from the Small Business Administration is considered socially and economically disadvantaged.

- **Construction Contract, Project or Program**
A contract or project entered into by the Town of Morrisville for building construction or repair work involving the expenditure of public funds in the amount of \$ 300,000 or more.

- **Contractor**
Any person, firm, partnership, corporation, association, or joint venture, which has contracted with the Town of Morrisville to perform construction, work or repair.

- **Designer**
Any person, firm, partnership, or corporation, which has contracted with the Town of Morrisville to perform architectural or engineering work.

- **Hub Program Administrator**
Owner's representative responsible for administering the Town's Historically Underutilized Business Program

- **Minority**
A person who is a citizen or lawful permanent resident of the United States and who is:
 - a. American Indian, that is, a person having origins in any of the original peoples of North America
 - b. 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, or the Pacific Islands
 - c. Black, that is, a person having origins in any of the black racial groups in Africa
 - d. Female
 - e. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central American, or the Caribbean Islands, regardless of race
 - f. Persons qualifying as socially or economically disadvantaged

- **Minority Business**
 - a. A business 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.

- **Socially and economically disadvantaged individual**

Means the same as defined in 15 U.S.C. 637 of the Federal Code.

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 regards 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.

- **Owned and Controlled**

A business which is (1) a sole proprietorship legitimately owned by an individual who is a minority or female, (2) a partnership or joint venture controlled by minorities and/or females, or (3) a corporation or other entity controlled by minorities and/or females and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held minorities and/or females. These persons must control the management and operation of the business on a day-to-day basis.

- **Owner**

Town of Morrisville.

- **Public Entity**

State and all public subdivisions and local government units.

- **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 the subcontract.

- **Verifiable Goal**

The Town of Morrisville has adopted written guidelines specifying the actions that will be taken to ensure a Good Faith Effort in the recruitment and selection of female and minority businesses for participation in contracts awarded.

PROGRAM ADMINISTRATION

Responsibilities of the Owner

1. Develop, implement, manage, and monitor for compliance, the Town of Morrisville’s Historically Underutilized Business (HUB) Outreach Plan, as contained herein, in accordance with federal, state, and local government requirements.
2. Work with minority-focused and small business groups that support Historically Underutilized Business and small business inclusion in the solicitation of bids.
3. Place more emphasis on the importance of soliciting certified Historically Underutilized Business firms and small businesses for subcontracting opportunities at pre-bid conferences and in the bid documents. Examine specifications to identify special subcontracting opportunities and strongly encourage prime contractors to solicit bids for subcontracts from HUB firms.
4. Hold meetings with the majority contractors to provide detailed information concerning the Guidelines for Recruitment and Selection of Historically Underutilized Business, information on G.S. 143-128 and G.S. 143-129, and to ensure that solicitations contain the clauses and goals required by the program.
5. Explain the Town of Morrisville’s Historically Underutilized Business participation requirements at pre-bid conferences.
6. Assess the effectiveness of the HUB Program, and identify opportunities to enhance it, by evaluating HUB participation and compliance and reviewing *the* “Good Faith Efforts” provided in bid packages.
7. Identify subcontracting opportunities unique to each construction contract and project and concentrate heavily on targeting certified HUB firms and small businesses that have expressed an interest in Town of Morrisville projects.
8. Make available to minority-focused agencies, a list of subcontracting opportunities when they are identified, and a list of prime bidders that subcontractors may wish to contact for subcontracting consideration no later than 10-days prior to the bid opening.
 - a. A description of the work for which the bid is being solicited.
 - b. The date, time and location where bids are to be submitted.
 - c. The name of a representative of the Owner who will be available to answer questions about the Project.
 - d. Where bid documents may be received.
 - e. Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.
9. Build new business relationships through networking and continue networking with other North Carolina cities and counties to find out how their Outreach Program and HUB program is working and sharing “*best practices and ideas*” to improve the program.
10. Participate in education opportunities throughout the community as they become available and offer training sessions to share the Town of Morrisville’s Outreach Plan with interested businesses and organizations.

11. On-going Communications Program.

Upon request, the Town of Morrisville will make available complete information on the Town 's construction programs and projects and a brief description of each to HUBs, HUB associations, assistance agencies, and training resources. A copy of this list will be maintained in the office of HUB Program Administrator.

All bid notices for construction projects over \$500,000 will be advertised in a daily newspaper having general circulation in the area for which bids are requested. The Town will ensure that bid notices are made available to HUB trade associations, minority economic development groups and HUBs with capabilities relevant to the bid notices as identified by the HUB Source Listing.

Historically Underutilized Businesses will have an opportunity to receive technical assistance in licensing, bonding, completing bid forms, clarification of any area of the contract in which there are questions (not including estimates for any specific project), and other procedures involved in securing Town contracts. The HUB Program Administrator shall be responsible for coordinating this information.

12. Advertise upcoming bid opportunities in minority-focused media, if available.

13. Work with architects, consultants, and engineers to ensure that subcontracting opportunities are more noticeable, that specific opportunities are identified and easily understood by potential contractors and subcontractors.

14. Provide reports to the North Carolina State Department of Administration, minority participation, as contained herein.

Designer

Under the single-prime bidding, separate prime bidding, dual bidding, construction manager-at-risk, or alternative contracting method, the designer must do all of the following:

1. Attend the scheduled prebid conference to explain minority business requirements to the prospective bidders.
2. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
3. Maintain documentation of any contacts, correspondence, or conversations with minority business firms made in an attempt to meet the goals.
4. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) – (i.e. bidder's proposal for identification of the minority businesses that will be utilized with corresponding 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 an award.
5. During the construction phase of the project, review "HUB Documentation for Contract Payment" form with monthly pay applications to the owner and forward copies to the Town of Morrisville.

Prime Contractor(s), Construction Manager-At Risk, and its First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, dual bidding, Construction Manager-at-Risk and alternative contracting methods, contractor(s) must do all of the following:

1. Attend the scheduled prebid conference.
2. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
3. 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 must include all of the following:
 - (a) A description of the work for which the subbid is being solicited.
 - (b) The date, time and location where subbids are to be submitted.
 - (c) The name of the individual within the company who will be available to answer questions about the project.
 - (d) Where bid documents may be reviewed.
 - (e) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.
4. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
5. 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) or Intent to Perform Contract With Own Workforce Affidavit.
6. Make documentation showing evidence of implementation of Prime Contractor, Construction Manager-at-Risk and First Tier Subcontractor responsibilities available for review by Town of Morrisville upon request.
7. Provide one of the following upon being named the apparent low bidder: (1) an Affidavit 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. This affidavit shall give rise to a presumption that the bidder has made the required good faith effort; or (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
8. Identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values.
9. Submit with each monthly pay requests(s) and final payment(s), "HUB Documentation for Contract Payment" for designer's review.
10. If at any time during the construction of a project, it becomes necessary to replace a minority business subcontractor, immediately advise the owner 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.

11. Make a good faith effort to solicit subbids from minority businesses during the construction of a project if additional subcontracting opportunities become available.

Historically Underutilized Business (HUB) Responsibilities

Minority businesses are required to become certified in order to participate in the Town of Morrisville's construction projects. Certified business can take advantage of the appropriate technical assistance that is made available. Minority businesses who are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

Historically Underutilized Businesses will have an opportunity to receive technical assistance in licensing, bonding, certification, completing bid forms, clarification of any area of the contract in which there are questions (not including estimates for any specific project), and other procedures involved in securing Town contracts.

Only those firms holding current certification through the following agency will be considered eligible for inclusion in meeting the HUB participation percentage goals:

- North Carolina Administration Department
Historically Underutilized Business (HUB) Certification
<http://www.doa.nc.gov/hub/>

A copy of these guidelines will be issued with each bid package for Town of Morrisville building construction projects. These guidelines shall apply to all contractors regardless of ownership.

Calculating Historically Underutilized Business (HUB) Participation

The degree of participation by HUB subcontractors, minority-majority joint ventures, and HUB contractors in contracts awarded will be calculated as follows:

1. The total dollar value of the contract awarded to the HUBs.
2. The total dollar value of purchases of equipment or supplies from HUBs.
3. Participation by HUBs by race and gender classification.

Monitoring Historically Underutilized Business (HUB) Program Activity

In order to monitor the implementation of the HUB policy to provide minorities and women equal opportunity for participating in all aspects of the Town 's construction programs, participation shall be documented by each department of the Town involved in a construction project and reported quarterly to the HUB Program Administrator. Appropriate forms will be developed and available to all departments.

Responses from departments shall include:

1. The number of solicitations to HUBs
2. The number of bids submitted by HUBs
3. The number of contracts awarded to HUBs
4. The value of contracts awarded the HUBs

Penalties

If the contractor is found to be in non-compliance, with these provisions, such action may be considered by the Town as a basis for not awarding future contracts.



Town Of Morrisville

**North Carolina
Wake County**

**Historically Underutilized
Business (HUB) Program**

Instructions for Compliance with the Town of Morrisville's Historically Underutilized (HUB) Business Program

CONTRACT COMPLIANCE REQUIREMENTS

The Guidelines for Recruitment and Selection of Historically Underutilized Business for Participation in the Town of Morrisville's 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:

Physical Address: Town of Morrisville,
100 Town Hall Drive
Morrisville NC 27560

Representative: HUB Program Administrator

Mailing Address: P. O. Box 166
Morrisville NC 27560

Telephone Number: 919-463-6179

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the Town of Morrisville for the performance of the 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 Town that any information submitted either prior to award of the contract or during the performance of the contract, is inaccurate, false or incomplete shall 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 Town of Morrisville whether to terminate the contract for breach.

The Town of Morrisville shall include in all contract specifications specific instructions and procedures to define HUB compliance requirements. Historically Underutilized Business requirements will be reviewed at pre-bid meetings for all potential contractors.

Each contractor proposing to bid a project meeting the requirements of the town's HUB Program shall submit the following information with their bid:

1. Items that will be subcontracted.
2. General list of materials to be used in the project.

A listing of certified minorities and female-owned businesses in the HUB Program is available at : <http://www.doa.nc.gov/hub/>. The list is available to contractors for use in recruiting and selecting HUB subcontractors.

Subcontract Goals

The goal for participation by minority firms as subcontractors on a project has been set at **10%** .

BID SUBMITTAL REQUIREMENTS

The bidders must submit the following with their bid:

1. Affidavit A: Identification of Historically Underutilized Business Participation

This form illustrates the areas in which the contractor has identified potential HUB subcontract opportunity and the dollar value in which the contractor proposes to attain in HUB utilization.

2. Affidavit B: Good Faith Efforts

In accordance with G.S. 143-128.2(c), the purpose of this document is to measure the contractor's "Good Faith Efforts" in the pre-bid stage. It is not the intent of this document to commit the Contractor to subcontracting these areas only to HUB firms or releasing the contractor from negotiating with HUB firms for subcontract opportunities in other areas.

OR,

3. Affidavit C: Intent to Perform Contract With Own Workforce

This form is to be submitted if the bidder does not intend to subcontract any portion of the work and if there are not any significant material purchases on which HUB firms can be utilized. The bidder must certify that this has been a typical practice on projects of similar scope and dollar value; and provide with his/her bid a list of those projects along with the project name, the owner, the owner's project manager and/or representative, total dollar value, the beginning and completion date.

By submittal of "Intent to Perform Contract with Own Workforce" (Affidavit C) for self-performance", the contractor is certifying that:

1. He/she will not enter into any subcontracts for the duration of the project, and if he/she does decide to subcontract any portion of the work he/she will:
 - a. Notify the Town immediately of the decision to subcontract.
 - b. Adhere to the provision of "Good Faith Efforts" in filling that subcontract opportunity.
2. He/she does not typically subcontract on projects of similar scope and dollar value.

The Historically Underutilized Business Program may request the apparent low bidder to provide additional information to clarify the bidder's responsiveness.

Failure to submit the completed forms with your bid may deem the bid as non-responsive.

After the Bid Opening

The Town of Morrisville will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon receipt of the Notice/Letter of Intent to Award/Letter of Award, the apparent low bidder will be requested to attend a pre-construction conference at which time he/she will be required to submit the following HUB documentation:

1. Affidavit D: Portion of the Work to be Performed by HUB Firms

This form shall be submitted by the apparent lowest responsible, responsive bidder within **72-hours** after notification of being low bidder if the portion of the work to be executed by minority businesses, as defined in **GS 143-128.2 (g)**, is **equal to or greater than 10%** of the bidders total contract.

OR,

2. Affidavit E: If HUB participation **does not equal or exceed the overall Town goal(s)**

If the percentage is not equal to the applicable goal, provide evidence of **Good Faith Efforts** to meet the goal that include:

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

The HUB documentation will be received at the pre-construction conference and forwarded to the HUB Program Administrator within three (3) working days for a determination of compliance. The HUB Program Administrator will make a determination of compliance within five (5) working days from receipt of the documentation. If the contractor does not submit his HUB documentation at the

pre-construction conference he/she may be deemed to be in non-compliance with the “Good Faith Efforts”. The HUB Program Administrator will notify the contractor of the determination of compliance or non-compliance.

The penalty for non-compliance will be applied against the contract until the contractor is determined to be in compliance with his/her “Good Faith Efforts”.

At the time of the final request for payment upon completion of the project, the Contractor shall submit a Statement of Final Payments to HUB Subcontractors and Suppliers. Final payment will not be released until Statement of Final Payments to HUB Subcontractors and Suppliers form is submitted.

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

Good Faith Efforts

In determining whether a contractor has made Good Faith Efforts, the Town of Morrisville will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. **At least 50 points must be earned from the good faith efforts listed below in order to meet the Good Faith Efforts requirement:**

- (1) **10 points:**
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) **10 points:**
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) **15 points:**
Breaking down or combining elements of work in economically feasible units to facilitate minority participation.
- (4) **10 points:**
Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and those included in the bid documents to provide assistance in recruitment of minority businesses.
- (5) **10 points:**
Attending any pre-bid meetings scheduled by the public owner.
- (6) **20 points:**
Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- (7) **15 points:**
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) **25 points:**
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) **20 points:**
Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public building construction or repair project when possible.
- (10) **20 points:**
Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.



Town of Morrisville
North Carolina
Wake County

Affidavit A
GOOD FAITH EFFORT

County of _____

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 50 points is required to have achieved a “Good Faith Effort”)

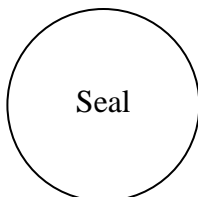
(Y/N)

- ___ (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. **Value = 10 points.**
- ___ (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. **Value = 10 points.**
- ___ (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. **Value = 15 points.**
- ___ (4) Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. **Value = 10 points.**
- ___ (5) Attending any pre-bid meetings scheduled by the public owner. **Value = 10 points.**
- ___ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. **Value = 20 points.**
- ___ (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 minority business based on lack of qualification should have the reasons documented writing. **Value = 15 points.**
- ___ (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 is required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. **Value = 25 points.**
- ___ (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. **Value = 20 points.**
- ___ (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. **Value = 20 points.**

n accordance with GS143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

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

Notary Public _____

My commission expires _____



Town of Morrisville

North Carolina
Wake County

Affidavit B INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the
_____ contract.
(Name of Project)

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

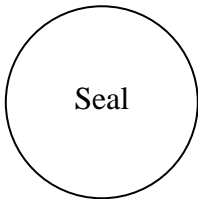
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____



Town of Morrisville

North Carolina

Wake County

Affidavit C PORTION OF THE WORK TO BE PERFORMED BY HUB FIRMS

If the portion of the work to be executed by HUB Firms as defined in **GS 143-128.2 (g)** is **equal to or greater than 10%** of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72-hours** after notification of being low bidder.

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

(Project Name)

Project ID # _____ Amount of Bid \$ _____

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

(Attach additional sheets if required)

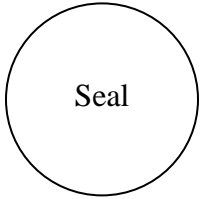
Name	Telephone Number	Minority Category	Work Description	Dollar Value

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

Pursuant to G.S. 143-128.2 (d), the undersigned will enter into a formal agreement with HUB Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

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

Notary Public _____

My commission expires _____



DO NOT ATTACH TO BID **DO NOT ATTACH TO BID** **DO NOT ATTACH TO BID**

Town of Morrisville

North Carolina
Wake County

Affidavit D GOOD FAITH EFFORTS

If the goal of **10%** participation by HUB Firms **is not** achieved, the Bidder shall provide the following documentation to the Owner of his Good Faith Efforts.

Affidavit of: _____
(Bidder)

I do certify the attached documentation is a true and accurate representation of my good faith efforts.

(Attach additional sheets if required)

Name	Telephone Number	Minority Category	Work Description	Dollar Value

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

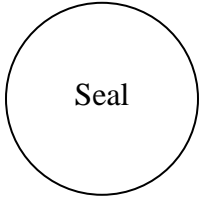
Documentation of the Bidder’s good faith efforts to meet the goals set forth in these provisions. Examples of documentation shall include the following evidence:

- a. Copies of solicitation for quotes to at least three (3) minority business firms from the source list provided for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contract, and location, date and time when quotes must be received.
- b. Copies of quotes or responses received from each firm responding to the solicitation.
- c. A telephone log of follow-up calls to each firm sent a solicitation.
- d. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- e. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- f. Copy of pre-bid roster.
- g. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- h. Letter detailing reasons for rejection of minority business due to lack of qualification.

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

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

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

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

Notary Public _____

My commission expires _____

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



Town of Morrisville

North Carolina
Wake County

Affidavit E

HUB 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 HUB contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Payment Amount	Owner Use Only

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

Date: _____

Approved/Certified By: _____

Name

Title

Signature

**Town of Morrisville
Construction Contract**

CONTRACT FOR: PROJECT NAME (“Project”)

This Contract is made and entered into as of the [] day of [] 202 , by the Town of Morrisville (“Town”) and [COMPANY NAME] (“Contractor”), (X) a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of North Carolina.

Sec. 1. Work. Contractor agrees to procure and furnish the labor, materials, equipment, and services necessary to complete the construction of the Project in accordance with the Contract Documents (as defined below). In this contract, “Work” means all construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Sec. 2. Standards for Work. Contractor and its personnel will perform the Work and exercise best efforts to cause the Project to be completed in an efficient, professional, orderly, and economical manner in accordance with generally accepted industry standards and without violating applicable law or any term or condition set forth in this Agreement. Contractor understands time is of the essence in connection with the Project. All Work will conform to the plans and specifications and description of materials set forth in the Contract Documents, and to all applicable building codes.

Sec. 3. Contract Times. The Work will commence no later than [] days after an executed original of this contract. Contractor agrees to achieve Substantial Completion (as defined herein) within [] days after the commencement of the Work. Final Completion (as defined herein) will be achieved as expeditiously as reasonably practicable after Substantial Completion. As used herein: (a) “Substantial Completion” means the date on which the Work is sufficiently complete in accordance with the Contract Documents so that the Town can occupy and use the Work for its intended purposes; provided, however, that Substantial Completion will be deemed achieved no later than the date a temporary certificate of occupancy is obtained from the applicable governmental authority; and (b) “Final Completion” is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any punch list work.

Sec. 4. Contract Price. The price to be paid by the Town to the Contractor for the construction provided in this contract is:

A lump sum of \$ [] .

[OR]

A sum equal to the Cost of Work (as defined herein), plus an additional Contractor’s fee stated as either a percentage or fixed sum as follows:

[] percent (%) of the Cost of Work; or
a fixed fee of \$ [] , estimated according to the budget disclosed in the attached plans and specifications and description of materials, adjusted pro rata for work change orders made in accordance with the Contract Documents.

Contractor guarantees the Cost of Work plus the Contractor’s fee will not exceed \$ [] , subject to additions and deductions by work change orders as provided in the Contract Documents. Contractor will be responsible for paying all costs of completing the Work which exceed the foregoing amount, as adjusted in accordance with the Contract Documents.

As used herein, “Cost of Work” mean the actual and documented costs necessarily incurred by the Contractor in the proper performance of the Work, including, without limitation: (i) labor costs, including wages of construction workers directly employed by Contractor to perform the construction of the Work; (ii) billing rates of Contractor’s supervisory and administrative personnel engaged in the performance of the Work as

set forth in the Proposal; (iii) subcontractor costs, being payments made by Contractor to subcontractors in accordance with the written requirements of any subcontracts; (iv) costs of materials, supplies and equipment, including rental equipment, incorporated or used in the Work; (v) building permits, tap fees, facility and capacity depletion fees; and (vi) costs due to emergencies incurred and actions taken to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

- Sec. 5. Payment Terms.** By the [redacted] day of each month during performance of the Work, Contractor will submit to the Town's project manager an application for progress payments based on the Work performed as of the date of such application. The Town's project manager prior to submitting the application to the Finance Department will verify the charges for quantities of work completed or services performed. If the Contractor's fee is a fixed amount, the amount of such fee to be included in the application will be proportional to the percentage of the Work completed, less payments previously made on account of such fee. For each progress payment made prior to Substantial Completion of the Work, the Town may withhold [redacted] percent ([redacted]%) as retainage. Upon Substantial Completion, Contractor will submit to the Town's project manager an application for final payment, which application will include an accounting of any retainage and any deposit balance. Each application will be accompanied by all documentation required by the Contract Documents or otherwise requested by the Town.
- Sec. 6. Subcontractors.** Those portions of the Work that Contractor does not customarily perform with Contractor's own personnel will be performed under subcontracts. Contractor will be responsible for the management of the subcontractors in the performance of their portion of the Work. Contractor will promptly pay all bills for labor performed and materials provided by its subcontractors and by its suppliers in the construction of the improvements.
- Sec. 7. Changes in the Work.** The Town may request changes in the Work, provided any additions, deletions, alterations, or other modifications to the Work are generally within the scope of the Contract Documents. Such changes will only be made pursuant to a written change order signed by the Town and Contractor stating their agreement on the change and any adjustments in the date of Substantial Completion and the price to be paid by the Town to Contractor for the Work. The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order. Construction change directives to unit priced contracts will be paid at the unit price and non-unit priced contracts will be paid at the contractor's cost plus the reasonable allowance for overhead and profit which shall be agreed to between the contractor and Town.
- Sec. 8. Project Completion.** Contractor will notify the Town when it believes Substantial Completion has been achieved. Within five (5) days of the Town's receipt of such notice, the Town and Contractor will jointly inspect the Project to verify Substantial Completion and to specify on a punch list any items that have not been completed or which are defective. Contractor agrees to promptly complete or correct all items on the punch list and shall inform the Town when the punch list work is finished. Contractor understands that if Substantial Completion is not attained by the date provided in Sec. 3, the Town will suffer damages which are difficult to ascertain and quantify. Contractor agrees that if Substantial Completion is not attained by ten (10) days after the date provided in Sec. 3, Contractor will pay the Town \$ [redacted] as liquidated damages for each day that Substantial Completion extends beyond such ten (10)-day period.
- Sec. 9. Insurance; Bonds.**
- (a) Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory Limits
Employers' Liability	\$500,000
General Liability	\$1,000,000 per occurrence (\$2,000,000 aggregate)
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence (\$2,000,000 aggregate)
Builder's Risk-All Risk Insurance	Full cost of replacement at the time of loss

Upon acceptance of the contract by the Town the contractor shall provide the Town with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, the Contractor shall provide the Town with immediate written notice of cancellation, reduction, or other

modification of coverage of insurance. Upon failure of the Contractor to provide such notice, the Contractor assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

The Town shall be named as an **additional insured** under the general liability and automobile liability policies required hereunder and the statement should read "Town of Morrisville is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Builder risk insurance shall include the Town as a **named insured**. For any claims related to the Contract Documents, Contractor's insurance coverage will be primary and non-contributory to any insurance maintained by the Town. Only "A" rated insurance companies will be acceptable to the Town. In the event the contractor fails to maintain and keep in force the insurance herein required, the Town reserves the right to cancel and terminate the contract without notice.

- (b) Contractor will provide the following performance bond and/or payment bond or other performance security:

Performance Bond: _____
Payment Bond: _____
Other Performance Security: _____

Sec. 10. Records. Contractor agrees to keep and maintain true, complete, and accurate books and records for the Work, including originals of all invoices and all other financial records, notices, requests, communications, or documents that Contractor receives in connection with the Work. Upon the Town's request at any time during the term of the contract and the twelve (12)-month period thereafter, Contractor promptly will make available to the Town all such books and records for examination. Contractor shall provide a Contractor Sales Tax Report when applicable or requested.

Sec. 11. Warranty. Contractor warrants that: (a) the materials furnished under this contract will be new and of good quality; and (b) the Work will conform to the plans and specifications therefor and will be free from defects in material and workmanship for a period of twelve (12) months from Final Completion. In the event of a non-conformity or defect in breach of the foregoing warranty, Contractor will make all necessary repairs and corrections to the Work. Repairs and corrections performed under warranty are also warranted for an additional twelve (12)-month period from the date of repair. The foregoing warranty is not exclusive and all other warranties and conditions, whether written, oral, express, implied or statutory (including without limitation any warranty of merchantability and/or fitness for particular purpose) apply to the Work. Manufacturer or vendor warranties or guarantees if any, on materials, fixtures, appliances, and components, to the extent assignable, are deemed assigned by Contractor to the Town. Contractor agrees to: (i) deliver to the Town all information and forms in its possession for such warranties or guarantees; (ii) take such steps as may be reasonably necessary to effectively pass through to the Town such warranties or guarantees.

Sec. 12. Performance of Work by Town. If the Contractor fails to perform the Work in accordance with the schedule referred to in Sec. 3 above, the Town may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the Town's rights and remedies. Before doing so, the Town shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 13. Termination.

- (a) The Town may terminate this contract in whole or, from time to time, in part, for the Town's convenience or because of failure of the Contractor to fulfill the Contract obligations. The Town shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall – (1) Immediately discontinue all services affected (unless the notice directs otherwise);
- (b) If the termination is for the convenience of the Town, the Town shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
- (c) If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Town.

- (d) The rights and remedies of the Town provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Sec. 14. Contract Documents. The “Contract Documents” are comprised of the following:

- (a) This contract;
- (b) [Instructions to Bidders]
- (c) [Plans and Specifications]
- (d) [Contractor’s Proposal/Scope of Work]; and
- (e) Any written modifications, amendments, and change orders related to the above documents that are issued in accordance with the terms of this contract.

The Contract Documents constitute the entire agreement and understanding of the parties in respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract.

Sec. 15. Notice.

- (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, electronic delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the Town:

[NAME], [POSITION TITLE]
Town of Morrisville
100 Town Hall Dr.
Morrisville, NC 27560
Phone Number: (919) 463-[XXXX]
Email: [XXXX]@townofmorrisville.org

To the Contractor:

Attn: [PROJECT MANAGER]
[COMPANY NAME]
[STREET ADDRESS]
[CITY], [STATE] [ZIP]
Phone Number: (XXX) XXX-XXXX
Email: [XXXXXX@XXXXXX]

- (b) Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 16. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the Town of Morrisville, its agents, officers, and employees, from and against all Charges that arise in any manner from, in connection with, or out of: (a) this contract or the Work, to the extent proximately caused by the negligent acts, errors or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them; or (b) the failure of the Contractor, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. In performing its duties under this section, the Contractor shall at its sole expense defend the Town of Morrisville, its agents, officers, and employees with legal counsel reasonably acceptable to the Town. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of North Carolina law or federal law, including but not limited to, sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. Nothing in this section shall require the Contractor to defend the Town of Morrisville if the Contractor is a “design professional” as defined in N.C.G.S. § 22B-1(f)(4), or if this Contract includes “design professional services” as defined in N.C.G.S. § 22B-1(f)(6). This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

Sec. 17. Miscellaneous.

- (a) **Choice of Law and Forum.** This contract shall be deemed made in Wake County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Wake County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- (b) **Waiver.** No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- (c) **Performance of Government Functions:** Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- (d) **Severability.** If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.
- (e) **Assignment, Successors and Assigns.** Without the Town's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.
- (f) **Compliance with Law.** In performing all of the Work or services contained herein, the Contractor and Contractors Employees shall comply with all applicable laws and regulations of the State of North Carolina pertaining to such Work or Services including Occupational Safety & Health laws. Contractor represents and warrants to the Town that it is duly licensed by the State of North Carolina and is authorized by such license to perform the Work and it has and will maintain all necessary licenses, certifications and registrations required in order to perform the Work.
- (g) **Town Policy.** THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER TOWN CONTRACTS.
- (h) **EEO Provisions.** During the performance of this Contract the Contractor agrees as follows:
 - 1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.
 - 2. The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- (i) **Drug-Free Workplace.** The Principal Officer of the Contractor's firm shall, upon request of the Town, provide a statement of proof indicating that a Drug-Free Workplace Program is in place and that where required by law, company drivers meet the DOT/CDL licensing requirements.
- (j) **No Third Party Right Created.** This contract is intended for the benefit of the Town and the Contractor and not any other person.
- (j) **Principles of Interpretation.** In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.
- (k) **Modifications.** A modification, or construction change directive of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Any document which materially alters the terms and conditions contained herein, must be reviewed pursuant to the Town's Contract Review Procedure.

Sec. 18. E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina 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.

Sec. 19. Attorney's Fees. Should either party deem it necessary to retain an attorney or other counsel to defend and/or pursue the enforcement of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

Sec. 20. Electronic Signature. This Contract may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Contract by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, the Town of Morrisville and the Contractor have caused this Contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF MORRISVILLE:

CONTRACTOR:

By: _____
Authorized Town Official

By: _____
Authorized Company Official

ATTEST BY:

ATTEST BY:

Town Clerk

Authorized Company Official

SEAL:

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

Town Finance Officer

Date

FORM OF PERFORMANCE BOND

Name of Principal (Contractor): _____
Name of Surety: _____
Name of Contracting Body: Town of Morrisville (North Carolina municipal corporation)
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 hereto attached:

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

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

I have included a bond in the amount of my bid amount including Allowances G-0, G-1, E-1, TD-1. FA-1, and M-1 as outlined in the bid documents.

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

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

(Corporate Seal)

Contractor: (Trade or Corporate Name)

By: _____

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

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

(Surety Corporate Seal)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

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

FORM OF PAYMENT BOND

Name of Principal (Contractor): _____
Name of Surety: _____
Name of Contracting Body: Town of Morrisville (North Carolina municipal corporation)
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 hereto attached:

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

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

I have included a bond in the amount of my bid amount including Allowances G-0, G-1, E-1, TD-1, FA-1, and M-1 as outlined in the bid documents.

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

Pres. only)

By: _____

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

(Corporate Seal)

Contractor: (Trade or Corporate Name)

By: _____

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

Witness:

(Surety Company)

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

**PROCEDURE FOR REPORTING NORTH CAROLINA SALES TAX
EXPENDITURES ON TOWN OF MORRISVILLE CONTRACTS**

1. The following procedure for handling the North Carolina Sales Tax is applicable to all Town of Morrisville construction projects. Contractors shall comply fully with the requirements outlined hereinafter, such that the Town may recover the full amount of the tax as permitted by law.
2. (a) It is the general contractor's responsibility to provide documentary evidence showing the materials used and sales tax paid by the general contractor and each of his or her subcontractors. Any county sales tax included in the contractor's statements must be shown separately from the state sales tax. If more than one county is shown, each county shall be listed separately.

(b) The documentary evidence shall consist of a certified statement by the general contractor and each of his subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes by each county paid each vendor. The certified statement must show the invoice number (s) covered and inclusive dates of such invoices. State sales tax shall be listed separately from county sales tax. If more than one county is shown, each county shall be listed separately.

(c) Materials used from general contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.

(d) The general contractor shall not be required to certify the subcontractor's statements.

(e) The documentary evidence to be furnished to owners eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by contractors and subcontractors in the performance of contracts with churches, orphanages, hospitals not for profit, educational institutions not operated for profit and other charitable or religious institutions or organizations not operated for profit and incorporated cities, towns and counties in this State. The documentary evidence is to be submitted to the above-named institutions, organizations and governmental units to be included in claims for refunds to be prepared and submitted by them to obtain refunds provided by G.S. 105-164.14 and is to include the purchase of building materials, supplies, fixtures and equipment which become a part of or annexed to buildings or structures being erected, altered or repaired under contracts with such institutions, organizations or governmental units.
3. The contractor or contractors to whom an award is made on this project will be required to follow the procedure outlined above.
4. The contractor is advised that all requests for payment, partial or final, for work completed under this contract must include a sales tax report submitted in accordance with the procedures outlined above.

North Carolina Sales Tax

(Paid During This Estimate Period)

Project: Morrisville Town Hall Rearrangements Location: Wake County Estimate No. _____

Contractor: _____ Period Ending: _____

Date	Vendor	Invoice Number	Invoice Amount	State Tax	County Tax	Transit Tax	Total Tax	County
TOTAL								

I certify that the above listed vendors were paid sales tax upon purchases of building materials during the period covered by the construction estimate, and the property upon which such taxes were paid with or will be used in the performance of this contract. No tax on purchases or rentals of tools and/or equipment is included in the above list. All of the material above became a part of or is annexed to the building that is being altered.

_____ County, North Carolina

Signed and sworn to (or affirmed) before this day by _____
(name of principal)

_____ (signature of principal)

Date: _____

Notary Public's Signature

(Notary's printed or typed name, Notary Public)

(Official Seal) My commission expires: _____

Town of Morrisville

Town Hall Office Rearrangements

GENERAL CONDITIONS

1. GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed. ***If conflicts arise between the fully executed contract between the Contractor and the Town and these General/Supplementary Conditions, the contract supersedes the General/Supplementary Conditions.***

2. DEFINITIONS

Owner: "Owner" shall mean, The Town of Morrisville, North Carolina

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

Designer: The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

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

3. INTENT AND EXECUTION OF DOCUMENTS

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

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

4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

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

5. SUBMITTAL DATA

The Contractor awarded the contract shall submit all specified submittals to the Owner/Designer. A minimum number of copies as specified by the owner, of all required submittal data pertaining to construction, performance

and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Designer/Owner. Failure to provide submittal data for review on equipment listed in the technical specifications will result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.

6. SUBSTITUTIONS

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

Submittals for proposed substitutions shall include the following information:

- a. Name, address, and telephone number of manufacturer and supplier as appropriate.
- b. Trade name, model or catalog designation.
- c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- e. Other pertinent data including data requested by the Designer to confirm product equality.

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

7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

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

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

8. MATERIALS, EQUIPMENT, EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.
- g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
- h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project, and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

9. CODES, PERMITS AND INSPECTIONS

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

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

The Contractor shall cooperate with Town authorities to obtain building permits.

All fire alarm work shall be in accordance with NFPA72.

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

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times, except as indicated in the Supplemental General Conditions.
- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the

subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.

- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- i. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).
- j. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

11. SUBCONTRACTS AND SUBCONTRACTORS

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

12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

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

13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.

- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the contractor be denied by the designer or the owner, the contractor may pursue his claim in accordance with G.S. 143-135.3.

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

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.
 2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors (1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
1. The actual costs of materials and supplies incorporated or consumed as part of the work;
 2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
 5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.

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

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

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

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

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

14. ANNULMENT OF CONTRACT

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the contractor, or the surety (if applicable) shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the

contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety (if applicable). In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety (if applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

15. TERMINATION FOR CONVENIENCE

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

16. OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

17. REQUESTS FOR PAYMENT

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

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

Retainage:

- a. Retainage withheld will not exceed 5% at any time.
- b. The same terms apply to general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
- d. Exceptions:
 1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.

2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.

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

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

18. PAYMENTS WITHHELD

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

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

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

19. MINIMUM INSURANCE REQUIREMENTS

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

a. Worker's Compensation and Employer's Liability

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

b. Public Liability and Property Damage

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property

damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

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

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

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

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

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

d. **Deductible**

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

e. **Other Insurance**

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

f. **Proof of Carriage**

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

20. **ASSIGNMENT**

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

21. **CLEANING UP AND RESTORATION OF SITE**

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

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

22. GUARANTEE

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

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

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

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

23. STANDARDS

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

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

24. TAXES

Accounting Procedures for Refund of County Sales & Use Tax

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

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

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

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

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

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

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

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

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

25. GOVERNING LAWS

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

Town of Morrisville

Town Hall Office Rearrangements

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within one hundred twenty (120) consecutive calendar days from the Notice to Proceed. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of two hundred Dollars (\$ 200) 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 anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents.

PAYMENTS

See the executed contract and Purchase Order.

SECURITY

The Contractor will be issued security badges to gain access to enter the building. Badges will be accounted for and the contractor will be assessed for the cost of any replacement or missing badges.

USE OF SITE

Contractor employees may utilize the restroom facilities at Town Hall. A portable toilet will not be required.

Parking/staging will be allowed in the 4 parking spaces marked "Town Leadership" and the 1 concrete paved space beside these. An additional 6 spaces are available in front of the building at the Town Council chambers entrance.

Allowable work hours are Monday – Saturday 8:00 am -9:00 pm, Sunday from 8:00 am – 5:00 pm. Exceptions are that the Contractor must conclude all work for the day, including cleanup 2 hours prior to any Town Council or Planning & Zoning Board meetings. A link to the meeting calendar is provided:

[Town Council & Advisory Committee Meetings | Town of Morrisville, NC \(morrisvillenc.gov\)](http://morrisvillenc.gov)

NO SMOKING POLICY

The Town does not allow smoking on the Town campus.

PERFORMANCE AND PAYMENT BONDS

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

MINORITY BUSINESS PARTICIPATION

Contractor shall comply with MWBE requirements as outlined in the *Town of Morrisville Historically Underutilized Business (HUB) Program*. Supporting documentation as outlined in the *Program* shall be included in the bid.

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work under separate contracts.
5. Access to site.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and Drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Morrisville Town Hall Renovations

1. Project Location: 100 Town Hall Drive, Morrisville NC 27560.

B. Owner: Town of Morrisville.

1. Owner's Representative: Timothy Johnson, PE
919.463.6961
tjohnson@morrisvillenc.gov

C. Architect: Clearscapes, PA
Lauren Woodard, AIA
919.821.2775
lwoodard@clearscapes.com

D. Web-Based Project Software: Project software administered by Contractor will be used for purposes of managing communication and documents during the construction stage.

1. See Section 013100 "Project Management and Coordination." for requirements for establishing, administering, and using web-based Project software.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. Rearrangement and renovation of +/- 1000sf of existing interior office.
 - 2. Reconfiguration of +/- 300sf of existing lobby space to create a conference room.
- B. Type of Contract:
 - 1. Project will be constructed under a single prime contract.

1.4 PHASED CONSTRUCTION

- A. N/A

1.5 COMMISSIONING

- 1. N/A

1.6 PRODUCTS PROVIDED BY OWNER

- 1. N/A

1.7 WORK UNDER SEPARATE CONTRACTS

- 1. N/A

1.8 SITE

- A. General: Contractor shall have limited use of the site outside of the building for construction operations:
 - 1. Construction Parking, Staging, and Deliveries: Allowable use of (11) parking spaces is outlined in the Supplementary General Conditions.
 - 2. Waste Management: Placement of a dumpster for construction activities within the allocated (11) parking spaces may be considered. Repair of any damage to the existing asphalt shall be the responsibility of the Contractor.
 - 3. Driveways, Walkways, and Entrances: Keep driveways and parking areas in the existing south parking lot and all entrances serving the existing community center and carousel house clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these or other areas of the site outside construction limits as designated in the contract documents for parking or for storage of materials.
- B. Use of Project Site: Limit use of Project site to areas as described below:
 - 1. Exterior project limits include a total of (11) parking spaces as described in the Supplementary General Conditions. All construction activities including but not limited to parking, staging, deliveries, and waste management will be limited to these areas.
 - a. Driveways, Walkways, and Entrances: Keep driveways and parking areas clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use

these or other areas of the site outside construction limits as designated in the contract documents for parking or for storage of materials

2. Interior project limits include:
 - a. The full extent of the administrative office suite with the understanding that areas of work within this suite will be limited to the rooms identified in the Plans. Remaining portions of the administrative office suite may be utilized for staging, storage, etc with the understanding that all protection and any required remediation to restore these remaining portions will be the responsibility of the Contractor.
 - b. The portion of the lobby and circulation areas to be renovated as a conference room.
 - c. Circulation through circulation areas adjacent to the above spaces for access and loading and use of the public toilets is permitted. Periodic cleaning of these adjacent areas and the public toilets will be the responsibility of the Contractor to allow for continued use by building occupants.

- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations

1.9 COORDINATION WITH OCCUPANTS

- A. Owner Occupancy: Occupants will be relocated out of the administrative office suite during construction. The remainder of the building including but not limited to lobby and circulation areas, Council Chambers, support spaces such as toilets, storage, mechanical, and other spaces, and adjacent connected buildings will remain occupied.
 1. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated
 2. Periodic cleaning of the areas of the building outside of the above areas of work to allow those areas to remain in use for Town Council and Planning & Zoning Board Meetings as described in the Supplementary General Conditions.

- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1.10 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 8:00 a.m. to 9:00 p.m., Monday through Saturday and 8:00 a.m. to 5:00 p.m., Sunday, unless otherwise indicated.
 1. Contractor must conclude all work for the day (including cleanup) prior to any Town Council or Planning & Zoning Board Meetings.

Town of Morrisville

- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Architect and Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Nonsmoking Building and Site: Smoking is not permitted within the building or anywhere on the Site.
- E. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.11 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Unit-cost allowances.
 - 3. Quantity allowances.
 - 4. Contingency allowances.
- C. Related Requirements:
 - 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.

1.2 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

Town of Morrisville

1.5 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance. Taxes, freight, and delivery to Project site shall be included as part of the Contract Sum and not part of the allowance.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. For any lump-sum allowances which exceed the cost of the specified scope, the difference shall be credited back to the Owner.

1.6 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance. Taxes, freight, and delivery to Project site shall be included as part of the Contract Sum and not part of the allowance.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.7 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance. Taxes, freight, and delivery to Project site shall be included as part of the Contract Sum and not part of the allowance.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.8 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
 - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
 - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

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- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
 - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. G-0: Lump-Sum Allowance: Include the sum of \$10,000 for miscellaneous Owner Requests.
 - 1. This allowance may be applied only at the owner's direction to any miscellaneous owner-requested scope changes or unforeseen conditions in the field.
 - 2. Allowance is for subcontractor cost of work only. Base Bid includes general contractor overhead and profit, insurance, general conditions, and similar costs.
- B. Allowance No. G-1: Quantity Allowance: Include 150 square yards of removal and replacement of existing carpet.
 - 1. Basis-of-Design replacement carpet is: As Indicated in the Drawings.
 - 2. Allowance includes manufacturer's invoice cost for carpet and associated materials.
 - 3. Allowance includes labor for removal and disposal of existing carpet and associated materials + labor for installation of new carpet.
 - 4. Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices".
- C. Allowance No. E-1: Lump-Sum Allowance: Include the sum of \$40,000 for electrical reconfiguration and/or additions.
 - 1. Allowance is for subcontractor cost of work only. Base Bid includes general contractor overhead and profit, insurance, general conditions, and similar costs.

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- D. Allowance No. TD-1: Lump-Sum Allowance: Include the sum of \$10,000 for teledata reconfiguration and/or additions.
 - 1. Allowance is for subcontractor cost of work only. Base Bid includes general contractor overhead and profit, insurance, general conditions, and similar costs.

- E. Allowance No. FA-1: Lump-Sum Allowance: Include the sum of \$10,000 for fire alarm reconfiguration and/or additions.
 - 1. Allowance is for subcontractor cost of work only. Base Bid includes general contractor overhead and profit, insurance, general conditions, and similar costs.

- F. Allowance No. M-1: Lump-Sum Allowance: Include the sum of \$25,000 for HVAC and mechanical systems reconfiguration and/or additions.
 - 1. Allowance is for subcontractor cost of work only. Base Bid includes general contractor overhead and profit, insurance, general conditions, and similar costs.

END OF SECTION 012100

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.

1.2 DEFINITIONS

- A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. G-1 – Carpet Replacement
 - 1. Manufacturer's invoice cost for one (1) SY of replacement carpet and associated materials:
Basis-of-Design carpet is: As Indicated in the Drawings

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2. Labor cost for removal and replacement of one (1) SY of existing carpet, including removal of carpet and adhesive, disposal of materials, and any associated materials to facilitate removal and disposal.
 3. Unit of Measurement: Square Yard – Price should be provided per Square Yard based on the assumption of a minimum scope of 10 SY.
 4. Coordinate quantity allowance adjustment with unit-price requirements in Section 012100 "Allowances".
- B. Unit Price No. G-2 – ACT Replacement
1. Manufacturer's invoice cost for one (1) 2x2 ACT tile:
Basis-of-Design ACT is: As Indicated in the Drawings
 2. Labor cost for removal and replacement of one (1) 2x2 ACT tile in existing grid, including removal and disposal of materials.
 3. Unit of Measurement: One 2x2 Tile – Price should be provided per tile with the assumption of a minimum scope of 100 SF.
 4. Coordinate quantity allowance adjustment with unit-price requirements in Section 012100 "Allowances".

END OF SECTION 012200

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A schedule of alternates is included at the end of this Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. G-1: Deduct all work associated with Conference Room B.
 - 1. Base Bid: Include all work indicated in Drawings.
 - 2. Alternate: Deduct work associated with Conference Room B. Note that this does not include any changes to allowance amounts.

END OF SECTION 012300

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

- 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
- 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

- 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
- 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
- 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- 4. Include costs of labor and supervision directly attributable to the change.

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5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Contractor shall issue a Change Order for signatures of Owner and Contractor on AIA G701.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Arrange schedule of values consistent with format of AIA Document G703.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
 - 4. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 - 5. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
 - 6. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
 - 7. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 - 8. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the 25th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
 - 1. Submit draft copy of Application for Payment 5 days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment including but not limited to, subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of values.

3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Sustainable design action plans, including preliminary project materials cost data.
 6. Schedule of unit prices.
 7. Submittal schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706.
 5. AIA Document G706A.
 6. AIA Document G707.
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes supervisory and administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Coordination of work of employees and subcontractors.
3. Above ceiling coordination conference and coordination drawings.
4. Coordination drawings.
5. Expedition of Work to assure compliance with schedules.
6. Coordination of Work with that of other contractors and work by Owner.
7. Requests for Information (RFIs).
8. Construction Progress Documentation
9. Compliance with orders and instructions of Architect or Owner.
10. Administrative and supervisory personnel.
11. Project meetings.

- B. Related Requirements: Examine Contract Documents for requirements that may affect work of this Section. Other Specification Sections that directly relate to work of this Section may include, but is not limited to:

1. Section 01 29 00 "PAYMENT PROCEDURES" for procedures regarding invoices and payment applications
2. Section 01 73 00 "EXECUTION" for procedures for coordinating general installation and layout.
3. Section 01 77 00 "CLOSEOUT PROCEDURES" for coordinating closeout of the Contract.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, telephone number and email address of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

- B. Key Personnel Names: Within seven (7) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including office (daytime), home and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of two (2) other individuals assigned as alternates in the absence of individuals assigned to Project. Include personnel required for coordination of operations with other contractors.

1. Post copies of list prominently in project meeting room, in temporary field office and by each temporary telephone. List is to be kept current at all times.

- C. Emergency Contact List: Not later than 24 hours after Notice to Proceed or at Pre-Construction Meeting, Contractor shall distribute an Emergency Contact List. At a minimum the list will contain each person's name, daytime telephone number, night phone number, email address, text number if applicable. For each company the minimum information will be the contact information listed above for each key person involved in the work (Project Manager and Superintendent at a minimum), the business name, the business phone and fax number, physical address and email address. At a minimum this information is required for the following subcontractors:

1. General
2. Mechanical
3. Electrical
4. Demolition

- D. Project Logistics Plan: Not later than seven (7) days after Notice to Proceed or at Pre-Construction Meeting, Contractor shall distribute Project Logistics Plan. Contractor will adjust the plan per Owner recommendations and requirements prior to commencing work on site. At a minimum the plan will document the following:

1. Date of proposed implementation. (Proposed start date and likely duration.)
2. Map of project work limits and proposed staging/lay-down areas.
3. Protection and remediation plans for existing hardscape and landscape.
4. Plan for safe management of pedestrian and vehicular traffic around construction activity.
5. Maintenance of ADA compliant accessible routes and accommodations.
6. Safety fencing, barricades, and temporary facilities or services.
7. Plan and schedule for handling and disposal of mercury-containing devices (MCD's).

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Each contractor shall coordinate its construction operations, including those included in different Sections of the Specifications, with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work, particularly operations that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Coordinate with the Owner and Designer on any project related public art or construction fencing artwork, signage or banners including all necessary precautions to protect such artwork or displays throughout the lifetime of the project.
 5. Where availability of space is limited, coordinate installation of components to ensure maximum performance and accessibility for required maintenance, service and repair of components including mechanical and electrical equipment, apparatus and infrastructure.
- B. Prepare memoranda for distribution to each party involved, outlining any special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the Schedule of Values and all subsequent revisions needed before final approval by Owner.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.5 COORDINATION MEETINGS

- A. Conduct separate coordination meetings with subcontractors. Owner and Architect may or may not be present at such meetings.
1. Attendees: Inform participants and others involved and individuals whose presence is required of date and time of each meeting and agenda of topics to be discussed. Notify Owner and Designer of scheduled meeting dates and times a minimum of three (3) days prior to the meeting date.

1.6 ABOVE-CEILING PRE-CONSTRUCTION CONFERENCE

- A. N/A due to limited project scope.

1.7 COORDINATION DRAWINGS

- A. N/A due to limited project scope.

1.8 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information, clarifications or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
3. Include only one subject or item per RFI. Those RFIs that include more than one subject or item will be returned without review to the Contractor.
4. Submit RFI's electronically in PDF format using the Project's agreed upon digital communications format and project management software.
5. The Owner reserves the right to assess the Contractor for the cost (based on time and materials) of the review process performed by the Designer or the Designer's or Owner's consultants when RFIs may be clearly answered by simply reading the Contract Documents and are not open to reasonable interpretation, or that fail to conform to the requirements stated herein, or in the opinion of the Designer are unnecessary or frivolous (i.e., the subject of the inquiry noted in the RFI is suitably addressed in the Contract Documents).

B. Contractor's failure to report discrepancies or omissions in the Contract Documents, or Contractor- or Subcontractor-generated assumptions, in lieu of Designer-issued clarifications regarding the intent of the Contract Documents, shall not be used as a basis for future claims once the apparent discrepancies or omissions have been reconciled by appropriate interpretation issued by the Designer.

C. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Designer.
6. RFI number, numbered sequentially.
7. RFI subject and/or item.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

D. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Designer's Action: Designer will review each RFI, determine action required, and respond. Allow seven (7) working days for Designer's response for each RFI.
1. RFIs received by Designer after 1:00 p.m. will be considered as received the following working day.
 2. Where the due date for an action or response occurs on a Saturday, Sunday or legal holiday, such action or response shall be considered due on the next day that is not a Saturday, Sunday or legal holiday.
 3. The following Contractor-generated RFIs will be returned without action:
 - a. RFIs that addressing more than one subject or item
 - b. Requests for approval of submittals.
 - c. Requests for approval of substitutions.
 - d. Requests for approval of Contractor's means and methods.
 - e. Requests for coordination information already indicated in the Contract Documents.
 - f. Requests for adjustments in the Contract Time or the Contract Sum.
 - g. Requests for interpretation of Architect's actions on submittals.
 - h. Incomplete RFIs or inaccurately prepared RFIs.
 4. Designer's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 5. RFIs involving requests for recommendations or design assistance on how to address remediation or correction of nonconforming work are not eligible for an increase in Contract Sum or an extension of Contract Time, regardless of when the RFIs are returned, or the corrective action proposed therein.
 6. Designer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to conditions of the Contract and Section 01 26 00 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten (10) days of receipt of the RFI response.
 - i. If Contractor's notification is submitted more than 21 days after receipt of the RFI response, any work resulting from the RFI response is not eligible for an increase in Contract Sum or an extension of Contract Time.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use an approved software log with not less than the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including revision number and in appropriate sequence that includes any RFIs that were returned without action or withdrawn.
 5. RFI description.

6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive and Proposal Request as appropriate.
- G. On receipt of Designer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Designer within three (3) days if Contractor disagrees with response. Include the following:
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 2. Identification of related Field Order, Work Change Directive, and Cost Change Proposal Request, as appropriate.

1.9 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Designer's Digital Data Files: Digital data files of Designer's AutoCAD drawings or BIM model will be provided by Designer for Contractor's use during construction.
1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
 2. Designer makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
 3. Contractor shall execute a data licensing agreement in the form of Agreement approved by the Architect and Owner.
 - a. Subcontractors, and other parties granted access by Contractor to Designer's digital data files shall execute a data licensing agreement in the form of Agreement approved by the Architect and Owner.

1.10 CLOUD OR WEB BASED PROJECT MANAGEMENT SOFTWARE OR WEB SITE

- A. Provide, administer, and use Project Web site or Owner approved web-based Project software site for purposes of hosting and managing Project communication and documentation until Final Completion.
- B. The Project Web-based software or web site shall include at a minimum the following functions and functions:
1. Project directory – including names of individuals, companies and contact information
 2. Project correspondence and creation, logging, and tracking of communications required in other Specification sections including Minor Changes in the Work, Construction Change Directives and Change Orders
 3. Procedures for handling PDFs or other similar digital file formats and allowing markups by each entity including security features to lock markups against changes once submitted
 4. Meeting minutes – creating and distributing.
 5. Contract modifications forms and logs.
 6. RFI forms and logs.
 7. Task and issue management.
 8. Management of construction progress photo documentation.
 9. Schedule and calendar management.

10. Submittals forms and logs.
 11. Processing and tracking of payment application forms.
 12. Document management - drawing and specification document hosting, viewing, and updating including revision control.
 13. Reminder and tracking functions.
 14. Archiving functions.
 15. Mobile device compatibility including smartphones and tablets
- C. Provide up to seven Project Management access profiles or Project Web site user licenses for use of the Owner, Owner's Commissioning Authority, Architect, and Architect's consultants. Provide four hours of software training at Architect's office for Project Web site users.
- D. PDF Document Preparation: Where PDFs are required to be submitted to the Designer and/or Owner, prepare as follows:
1. Assemble Complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item
 2. Name file with submittal number or other unique identifier, including revision identifier in appropriate sequence.
 3. Certifications: where digitally submitted certificates and certifications are required provide a digital signature with digital certificate where indicated.
- E. At completion of Project, provide one complete archive copy(ies) of Management Software information or Project Web site files to Owner and to Designer in a digital storage format that is readable by common desktop software applications and acceptable to Owner and Designer.
- F. Contractor, subcontractors, and other parties granted access by Contractor to Management Software or Project Web site shall execute a data licensing agreement in the form of Agreement acceptable to Owner and Designer.

1.11 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Designer and coordinate scheduled meeting dates and times a minimum of three (3) days prior to the meeting date and any requested rescheduled meeting dates.
 2. Agenda: both Designer and Contractor shall coordinate with the Owner's standard meeting agenda items and prepare the meeting agenda accordingly at the meetings designated to be conducted by each party. Distribute the agenda to all invited attendees.
 3. Minutes for Designer-led twice monthly progress meetings: Designer shall coordinate and record significant discussions and agreements achieved and integrate any Contractor-led items that arise during prior progress meetings and current project status impact items including but not limited to work performed in last 30 days, work to be performed in the next thirty (30) days and review of overall schedule compliance. Distribute the meeting minutes to everyone concerned, including Owner and Contractor, within three (3) days of the meeting.
 4. Minutes for Contractor-led regular weekly progress meetings: Contractor shall coordinate with and submit information to the Designer to record significant discussions and agreements

achieved during Designer led meetings and document this information in an integrated comprehensive document recording the meeting minutes. This will include review of work performed or completed in last thirty (30) days, work anticipated to be started or completed within next 30 days, review of overall project schedule and any unforeseen scheduling impacts, review of any outstanding or upcoming Cost Change Proposal submissions or anticipated RFI's, any non-conforming work issues, status of shop drawing or submittal reviews, pay applications and any new construction coordination issues. Distribute the meeting minutes to everyone concerned, including Owner and Designer, within three (3) days of the meeting.

- B. Preconstruction Conference: Designer will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Designer, but no later than fifteen (15) days after execution of the Agreement and prior to the issuance of Notice to Proceed. The conference shall be held at the Project site or another convenient location.
1. The Designer shall conduct the conference to review responsibilities and personnel assignments and confirm clear understanding among all parties.
 2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Designer, and their consultants; third-party materials testing and/or inspections firm(s), Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel including assignments, responsibilities and duties.
 - e. Lines of communications and use of web-based Project software.
 - f. Procedures for processing field decisions, Cost Change Proposals and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Coordination and submittal of color & finish related selections.
 - m. Preparation of record documents.
 - n. Use of the premises and existing building.
 - o. Work restrictions.
 - p. Working hours.
 - q. Owner's occupancy requirements.
 - r. Responsibility for temporary facilities and controls.
 - s. Procedures for moisture and mold control.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Parking availability.
 - w. Office, work, and storage areas.
 - x. Equipment deliveries and priorities.
 - y. First aid.
 - z. Security.
 - aa. Progress cleaning.
 - bb. Any additional inspection(s) required at Substantial Completion

4. Minutes: Designer will record and distribute meeting minutes from the preconstruction meeting. Contractor shall be responsible for distributing meeting minutes to all subcontractors; suppliers; and other concerned parties to ensure clear understanding of pre-construction meeting topics and coordination items reviewed among all construction trades.
- E. Progress Meetings: Regular construction progress meetings will be held on a bi-weekly basis with the Owner throughout the duration of construction. The Contractor will conduct these weekly progress meetings and be responsible for providing construction progress updates at these intervals accordingly.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project including at a minimum:
 - a. Review of previous minutes
 - b. Any unresolved meeting issues
 - c. Any outstanding action items
 - d. Safety issues
 - e. Contractor's Construction Schedule:
 - i. Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule.
 - ii. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so.
 - iii. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - iv. Review schedule for next period.
 - f. Review any Request for Proposals (if applicable)
 - g. Review of any pending Cost Change Proposals or Change Orders
 - h. Review of any pending RFIs
 - i. Shop Drawing and submittal status
 - j. Review coordination of current construction work and present and future needs of each entity present, to include the following:
 - i. Interface requirements.
 - ii. Sequence of operations.
 - iii. Resolution of any BIM component conflicts.
 - iv. Status of submittals.
 - v. Deliveries.
 - vi. Off-site fabrication and material storage.
 - vii. Access.
 - viii. Site utilization.
 - ix. Temporary facilities and controls.
 - x. Progress cleaning.
 - xi. Quality and work standards.
 - xii. Inspection reports / any nonconforming work

- xiii. Status of correction of deficient items.
 - xiv. Field observations.
 - xv. Pending changes.
 - xvi. Pending claims and disputes.
 - xvii. Documentation of information for payment requests.
 - k. Document maintenance
 - l. Any open design or new coordination issues
 - m. Any other Owner / Designer Contractor / Issues
4. Minutes: Entity responsible for conducting the meeting as described herein will coordinate information pertaining to the meeting and items discussed, and record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- F. Coordination and Coordination Drawing Meetings: Conduct any additional Project coordination meetings at weekly intervals as required. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
- 1. Attendees: In addition to representatives of Owner and Designer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including, but not limited to, the following:
 - i. Interface requirements.
 - ii. Sequence of operations.
 - iii. Status of submittals.
 - iv. Deliveries.
 - v. Off-site fabrication.
 - vi. Access.
 - vii. Site utilization.
 - viii. Temporary facilities and controls.

- ix. Work hours.
 - x. Hazards and risks.
 - xi. Progress cleaning.
 - xii. Quality and work standards.
 - xiii. Change Orders.
- d. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
- H. Preinstallation Conferences - Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction and before each new major subcontractor or vendor begins work on the site. Contractor will conduct conferences and record and distribute meeting minutes.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Owner of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals
 - h. Possible conflicts.
 - i. Compatibility requirements.
 - j. Time schedules.
 - k. Weather limitations.
 - l. Manufacturer's written instructions.
 - m. Warranty requirements.
 - n. Compatibility of materials.
 - o. Acceptability of substrates.
 - p. Temporary facilities and controls.
 - q. Space and access limitations.
 - r. Regulations of authorities having jurisdiction.
 - s. Testing and inspecting requirements.
 - t. Installation procedures.
 - u. Coordination with other work.
 - v. Required performance results.
 - w. Protection of adjacent work.
 - x. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and

reconvene the conference at earliest feasible date.

- I. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Designer, but no later than fifteen (15) days prior to the scheduled date of Substantial Completion.
 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Designer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing operations and maintenance data.
 - e. Requirements for delivery of material samples, attic stock, and spare parts.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.
 - j. Coordination of separate contracts.
 - k. Owner's partial occupancy requirements.
 - l. Installation of Owner's furniture, fixtures, and equipment.
 - m. Responsibility for removing temporary facilities and controls.
 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION - (Not Used)

END OF SECTION 013100

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

1.3 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.4 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Coordinate any desired temporary facilities within the construction area with the Owner.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Coordinate protection of and temporary use of the HVAC system with the Owner.
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 2. Maintain and touch up signs so they are legible at all times.
- D. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
 2. Provide walk-off mats at each entrance through temporary partition.
- F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
 - 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
 - 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
 - 3. Indicate methods to be used to avoid trapping water in finished work.

- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.

- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - 2. Keep interior spaces reasonably clean and protected from water damage.
 - 3. Periodically collect and remove waste containing cellulose or other organic matter.
 - 4. Discard or replace water-damaged material.
 - 5. Do not install material that is wet.
 - 6. Discard and replace stored or installed material that begins to grow mold.
 - 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.

- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 - 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
 - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

- B. Maintenance: Maintain facilities in good operating condition until removal.

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1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for limits on use of Project site.

1.2 INFORMATIONAL SUBMITTALS

- A. N/A

1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of building systems and structural elements indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of mechanical and electrical systems, and other construction affecting the Work.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a

request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to existing construction. If discrepancies are discovered, notify Architect promptly.
- B. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- 1. N/A

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of

the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Remove and replace damaged, defective, or non-conforming Work.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If

specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls" and Section 017419 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
 - 1. N/A

1.2 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.

1.3 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

1.4 INFORMATIONAL SUBMITTALS

- A. N/A

1.5 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, or individual employed and assigned by General Contractor, with a record of successful waste management coordination of projects with similar requirements.

1.6 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification and work plan.

- B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. N/A

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
 - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- 1. N/A

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- 1. N/A

3.4 RECYCLING DEMOLITION WASTE

- A. N/A

3.5 RECYCLING CONSTRUCTION WASTE

- A. N/A

3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.

3.7 ATTACHMENTS

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions of the Contract and of the Contract Documents apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 01 73 00 "Execution" for progress cleaning of Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 ABOVE-CEILING WORK:

- A. Complete above-ceiling work prior to installation of finish ceilings.
- B. Complete or correct deficiencies, if any, noted by Architect, Owner and local authorities having jurisdiction or confirm with Architect that any such deficiencies may be completed or corrected at a later date without obstructing installation of ceilings.
- C. Coordinate with local authorities having jurisdiction to obtain required above-ceiling reviews. Complete or correct above-ceiling work to comply with directives issued by the reviewing authorities. Upon

completion or correction, certify in writing that all the items cited by reviewing authority have been completed or corrected and submit copies to the local authority, Owner, and Architect.

- D. Following completion of Items A, B and C above, the ceiling may be “enclosed.” Coordinate installation of acoustical ceiling hold-down clips, if any, with late stage activities such as HVAC testing and balancing and data network testing.

1.7 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete. Substantial Completion shall be for entire scope of Work (for example, both building and sitework) unless Owner has previously agreed to an alternative arrangement.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of **10** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Final test reports and all approvals from regulatory entities involved with the project as required for legal use and occupancy.
2. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include use and occupancy permits, operating certificates, and similar releases.
3. Submit closeout submittals specified in other Division 01 Sections, including project record documents, final approved operation and maintenance manuals for all systems as specified, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
4. Submit closeout submittals specified in individual Sections, including specific warranties, guarantees, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
5. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain signature of Owner's agent for receipt of submittals.
6. Submit HVAC / mechanical system test/adjust/balance records.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance and provide any obtained approvals and transfer documents
8. Advise Owner of any remaining / pending insurance changeover requirements
9. Submit any closeout documents specified in other Contract Documents including Division 1 Specifications sections
10. Schedule to complete the Punch list and value of Work not yet complete

- C. Procedures Prior to Substantial Completion: Complete the following a minimum of **10** days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's

- personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment. Demonstrate that air and water systems are balanced and that automatic temperature control system is in control of all equipment as indicated. This may require separate demonstrations if controls cannot be tested for applicable seasons of the year.
 - 4. Submit written certification that all special inspections have been completed.
 - 5. Submit written certification that all Building Commissioning has been completed, and as required by the appropriate Sections.
 - 6. Submit written certification that testing/adjusting/balancing operations have been completed, and that systems are operational and under control in conformance with requirements of Division 1.
 - 7. Complete testing of the electronic security and access control equipment demonstrating security control.
 - 8. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 9. Advise Owner of changeover in heat and other utilities.
 - 10. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 - 11. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 12. Complete final cleaning requirements, including touchup painting.
 - 13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of **10** days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
- 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

1.8 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
- 1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."
 - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements and stating that Contractor knows of no substantial reason insurance will not be renewable to cover period required by Contract Documents.
 - 4. Consent of Surety to final payment.
 - 5. Affidavit that payrolls, bills for materials and equipment and any other indebtedness connected with the Work have been paid or otherwise satisfied submitted on Affidavit of Payment of Debts and Claims

6. Release of waiver of liens
 7. Certified building survey and as-built information as required by the Contract Documents
 8. Documentation of approval by City's Development Services Inspections Department and any other applicable regulatory entities for any final inspections items
 9. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.9 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding interior in numbered order of Architect's finish schedule.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 4. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Architect will return annotated file.

1.10 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within fifteen (15) days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
1. Contractor shall be prepared to bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper if so requested by the Owner.
 - a. If so requested, provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

- b. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - 2 Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document. Submit by email to the Architect and Owner.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove any snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and

glass, taking care not to scratch surfaces.

- k. Remove any labels that are not permanent or required to remain for regulatory or safety reasons.
 - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Filtration media installed at the end of construction shall have a Minimum Efficiency Reporting Value (MERV) of 13. Clean exposed surfaces of diffusers, registers, and grilles.
 - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - q. Leave Project fully clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Division 1 Section "Temporary Facilities and Controls." Prepare written report.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters or elements in any light fixtures to comply with requirements for new fixtures.

END OF SECTION 017700