READVERTISEMENT

NEW HANOVER COUNTY

REQUEST FOR BIDS

RENOVATIONS TO NHC SENIOR RESOURCE CENTER

RFB # 19-0465R

COUNTY COMMISSIONERS

JONATHAN BARFIELD, JR., CHAIRMAN
JULIA OLSON-BOSEMAN, VICE-CHAIRMAN
PATRICIA KUSEK
WOODY WHITE
ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER
Section 1 - Readvertisement

Pursuant to GS 143-129, sealed bids addressed to Kevin Caison, Facilities Project Manager, New Hanover County Property Management, 200 Division Drive, Wilmington, NC 28401 and marked “RENOVATIONS TO NHC SENIOR RESOURCE CENTER: RFB # 19-0465R” will be accepted until 3:00 PM EST, Thursday, November 7, 2019 for the following work:

**NHC Senior Resource Center:** The work consists of furnishing labor and materials for renovations to NHC Senior Resource Center. Work is to be completed in phases in order to accommodate patron’s activities throughout construction. There will be 4 alternates included. The scope of work will consist of all site work, plumbing, electrical, mechanical, etc. as detailed in sealed plans and specifications by M.W. Williard Architect PLLC dated 5/17/19.

The bids will be publicly opened and read aloud following the latest time for receipt of bids in the large conference room located at NHC Property Management, 200 Division Dr., Wilmington, North Carolina.

Bids will be received for a Single Prime Contract. Bidders must be properly licensed under Chapter 87 of the North Carolina General Statues.

All prime bidders on this project must be pre-qualified in accordance with New Hanover County’s Pre-qualification Ordinance in order to bid. Bids will not be accepted unless the bidder is pre-qualified. Pre-qualification applications may be obtained at the County Legal Department, 230 Government Center Drive, Suite 155, Wilmington, NC 28403 or by visiting the County’s website at [http://legalinsurance.nhcgov.com/contractors-approved-for-bidding/](http://legalinsurance.nhcgov.com/contractors-approved-for-bidding/).


The County will conduct a Mandatory Pre-Bid meeting at 10:00 AM on Thursday, October 17, 2019. The meeting will be at the Senior Resource Center, 2222 S. College Rd., Wilmington NC 28403.

A Bid Bond Equal to 5% of the base bid price is required by all bidders. The successful bidder will be required to provide Performance and Payment bonds equal to one hundred percent (100%) of the contract price.

No Bid may be withdrawn thirty (30) days after bid opening date.

The bidder shall make good faith efforts, as defined in the bid specifications, to subcontract 10% of the dollar value of the single prime contract to businesses owned and controlled by minorities.

The County reserves the right to waive any informalities, to reject any or all bids, and to accept that Bid or Bids which is in the best interest of the County.
Section 2 Instructions to Bidders

2.1 SCHEDULE

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<th>Event</th>
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<tr>
<td>Readvertisement</td>
<td>Tuesday, October 8, 2019</td>
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<td>Pre-Bid Meeting</td>
<td>Thursday, October 17, 2019 10:00</td>
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<td>Deadline for Questions</td>
<td>Thursday, October 24, 2019 5:00 PM</td>
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<td>Question will be answered by written addendum</td>
<td>Monday, October 28, 2019 5:00 PM</td>
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<td>Deadline for Receipt of Bids</td>
<td>Thursday, November 7, 2019 3:00 PM</td>
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<td>Board Meeting for Award</td>
<td>Monday, December 2, 2019 4:00 PM</td>
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2.2 PRE-BID CONFERENCE

The County will conduct a Mandatory Pre-Bid meeting at 10:00 PM on Thursday, October 17, 2019. The meeting will be held at NHC Senior Resource Center, 2222 S. College Rd., Wilmington, NC 28403. The purpose of this meeting is to review project requirements and to respond to questions from prospective bidders and their subcontractors or material suppliers related to the intent of bidding documents.

It is requested that prospective Bidders review the bidding documents and submit their initial questions to Kevin Caison by emailing kcaison@nhcgov.com no later than 9:30AM on Thursday, October 17, 2019. This is the same day as the Pre-Bid meeting. Bidders will also have an opportunity to submit follow-up questions prior to the deadline for receipt of bids.

2.3 PREQUALIFICATION REQUIRED

All prime bidders on this project must be pre-qualified in accordance with New Hanover County’s Pre-qualification Ordinance in order to bid. Bids will not be accepted unless the bidder is pre-qualified. Pre-qualification applications may be obtained at the County’s Legal Department, 230 Government Center Drive, Suite 155, Wilmington, NC 28403 or by visiting the County’s website http://legalinsurance.nhcgov.com/contractors-approved-for-bidding/.

2.4 PROPOSAL

Proposals shall be made in strict accordance with the "Bid Proposal Package" provided herein, and all blank spaces for bids, alternates and unit prices shall be properly filled in. When requested alternates are not bid, the proposal may be considered incomplete. Any modifications to the "Bid Proposal Package" (including alternates and/or unit prices) may disqualify the bid and cause the bid to be rejected.
The Bidder agrees that the "Bid Proposal Package" detached from specifications will be considered and will have the same force and effect as if attached thereto. Photocopied or faxed proposals will not be accepted.

Unit prices quoted in the "Bid Proposal Package" shall include overhead, profit and taxes and shall be the full compensation for the Bidder's cost involved in the work.

Proposals may be rejected if they show omissions, alterations of form, additions not called for, conditional bids, or irregularities of any kind.

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

2.5 EXAMINATION OF CONDITIONS

By submitting a bid, the Bidder is affirming that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant, and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including but not limited to the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto.

The Bidder further affirms by submitting a proposal that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications, and other contract documents for the construction of work and that he accepts all the terms, conditions and stipulations contained therein, and that he is prepared to work in cooperation with other Contractors performing work on the site.

Reference is made to contract documents for the identification of those surveys and investigative reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the Designer/owner in preparing the documents. The County will make copies of all such surveys and reports available to the Bidder upon request. Each Bidder may, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the County. Any reasonable request for access to the site will be honored by the County.
2.6 FAMILIARITY WITH LAWS

The bidders are assumed to have made themselves familiar with all laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials or equipment used in or upon the work, or in any way affects the conduct of the work.

2.7 CODES AND STANDARDS

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

2.8 PREPARATION OF PROPOSAL

The bidder must submit their bid proposal on the form herewith provided, and prices must be given both in writing and in figures (if requested). The bidder shall sign the bid proposal. **Bids not signed will be rejected.**

2.9 SUBMISSION OF BID FORM

2.9.1 Bid Bond: Each bid shall be accompanied by a deposit of cash, or a cashier's check, or a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than five percent (5%) of the proposal. In lieu of making the cash deposit as above provided, such bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will upon demand forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained if the successful bidder fails to execute the contract within 10 days after the award or fails to give satisfactory surety as required herein. **(Bidders providing a bid bond in lieu of the cash deposit must use the attached bid bond form).**

2.9.2 Addressee: Bids must be on the form contained in this bid package and must be submitted in a sealed envelope properly marked “RENOVATIONS TO NHC SENIOR RESOURCE CENTER: RFB # 19-0465R” and shall be addressed to County at the following address:

New Hanover County Property Management
Attn: Kevin Caison, Facilities Project Manager
200 Division Drive
Wilmington, NC 28401
2.9.3 **Unacceptable Bids:** Bids submitted via telegraph, facsimile (FAX), telephone, and electronic means, including but not limited to e-mail, in response to the Request for Bids will not be acceptable.

2.10 **LICENSING**

The successful Contractor must be properly licensed to do the work in accordance with the North Carolina General Statutes (Chapter 87, Article 1). Upon request, bidders shall show evidence of proper license type and limitation.

2.11 **LATE BIDS**

Late bids will not be accepted. It is the responsibility of the Bidder to have his/her bid in the office specified in the Request for Bids by the time and date of the opening.

2.12 **COMMUNICATION**

After the bid issue date, all communications between the County and prospective Bidders regarding this bid request shall be in writing. Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Kevin Caison, Facilities Project Manager** by emailing kcaison@nhcgov.com or faxing (910) 798-7830. All questions concerning this bid shall reference the bid number, section number and paragraph. Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum to all known bidders of record. The first round of questions is due prior to the Pre-Bid Meeting to be held on **Thursday, October 17, 2019 at 10:00 PM.** Final questions related to this Request for Bids shall be received no later than **5:00 P.M., EST, Thursday, October 24, 2019.**

2.13 **TIME OF BID OPENING**

Bids shall be opened and read aloud. After the opening of bids, no bid may be withdrawn, except under the provisions of General Statute 143-129.1, for a period of thirty (30) days unless otherwise specified. Should the successful bidder default and fail to execute a contract, the contract may be awarded to the next lowest and responsible bidder. **Bids will be publicly opened and read aloud on Thursday, November 7, 2019 at 3:00 PM** in the large Conference Room located at New Hanover County Property Management, 200 Division Drive, Wilmington, NC 28401.

2.14 **WITHDRAWAL OF BIDS**

Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of thirty (30) days except as provided under G.S. 143-129.1 which allows a bidder to withdraw his/her bid from consideration after the bid opening without forfeiture of his/her bid security if the price bid was based upon a mistake, which constituted a substantial error, provided the bid was submitted in good faith, and the bidder submits credible evidence that the mistake was clerical in nature as opposed to a judgment
error, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, apparatus, supplies, materials, equipment, or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work papers, documents or materials used in the preparation of the bid sought to be withdrawn.

2.15 AWARD OF CONTRACT

The award of any contract resulting from this bid will be made to the lowest responsible bidder, taking into consideration quality, performance and time specified in the bid for the performance of the contract. In the event the lowest responsible, responsive bid is in excess of the funds available for the project, the County may enter into negotiations with the lowest responsible, responsive bidder and may make reasonable changes in the plans and specifications to bring the price within the funds available for the project and award the bid. If such negotiations prove to be unsuccessful, the County will re-advertise the project after making such changes in the plans and specifications as may be necessary to bring the cost of the project within the funds available.

2.16 SUBSTITUTIONS

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until ten (10) days prior to the receipt of bids when submitted to the Designer/owner 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/owner to confirm product equality.

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

2.17 PERFORMANCE BOND

Each contractor shall furnish a performance 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 included with these specifications. The bond shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.
2.18 PAYMENT BOND
Each contractor shall furnish a 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 included with these specifications. The bond shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

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

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

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

2.20 LIQUIDATED DAMAGES
Since actual damages for any delay in the completion of the work which the contractor is required to perform under this contract are or will be difficult to determine, Bidders and his /her sureties shall be liable for and shall pay to the Owner the sum of $500 as fixed and agreed as liquidated damages, and not as penalty for each calendar day of delay from the date stipulated for completion, or as modified in accordance with the terms of this agreement until such work is satisfactorily completed and accepted. Said liquidated damages may be deducted from any payments owed to the contractor by the Owner or collected from the sureties, whichever is deemed expedient by the Owner.

2.21 COMPLIANCE WITH BID REQUIREMENTS
Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

2.22 E-VERIFY
Pursuant to N.C.G.S. § 143-48.5 (Session Law 2014-418), Contractor shall fully comply and certify compliance of each of its subcontractors with Article 2 of Chapter 64 of the N.C. General Statutes, including the requirement for each employer with more than 25
employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. County shall be provided affidavits attesting to Contractor’s and subcontractor’s compliance or exemption. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

2.23 **RIGHT TO REJECT BIDS**

The County reserves the right to waive any or all informalities, to reject any or all bids, and to accept that Bid or Bids which is in the best interest of the County.
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ARTICLE 1 - DEFINITIONS

1. The **contract documents** consist of the Instructions to Bidders; General Conditions, special conditions if applicable; drawings and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the proposal; the contract; the performance bond; the payment bond; and insurance certificates.

2. The **owner** is New Hanover County.

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

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

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

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

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

8. The **project** is the total construction work to be performed under the contract documents.

9. **Project Expeditor**, as used herein, is an entity stated in the contract documents, designated to effectively facilitate scheduling and coordination of work activities. For the purposes of a single prime contract, the single prime contractor shall be designated as the Project Expeditor.

10. **Change order** shall mean a written order to the Contractor executed by the County, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

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

12. **Time of completion**, as stated in the contract documents, is to be interpreted as consecutive calendar days measured from the date established in the written Notice to Proceed.

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

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

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

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

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

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

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

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

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

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

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

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

25. **Final Inspection** is the inspection performed by the County to determine the completeness of the project in accordance with NC Building Codes and approved plans and specifications.

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

27. **Final Acceptance** is the date in which the County accepts the construction as totally complete. This includes the County’s Final Inspection and certification by the designer/owner that all punch lists are completed.

28. **Parks/Gardens** shall be the Owner’s representative assigned to monitor the project and receive communication from the contractor regarding all issues related to the project.

**ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS**

a. The drawings and specifications are complementary, one to the other, and that which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a bid for a complete job. In case of discrepancy or disagreement in the contract documents, the order of precedence shall be: Agreement, Modifications, Addenda, Supplementary Conditions, Special Conditions, and Instructions to Bidders, General Conditions, Specifications and Drawings.

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

c. The contractor shall execute each copy of the proposal, contract, performance bond and payment bond as follows:
   1. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
   2. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
   3. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
   4. If the documents are made by a joint venture, they shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable to each particular member.
   5. All signatures shall be properly witnessed.
   6. If the contractor's license is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the contract. The title "Licensee" shall appear under his/her signature.
   7. The bonds shall be executed by an attorney-in-fact. There shall be attached to each copy of the bond a certified copy of power of attorney properly executed and dated.
   8. Each copy of the bonds shall be countersigned by an authorized individual agent of the bonding company licensed to do business in North Carolina. The title "Licensed Resident Agent" shall appear after the signature.

The seal of the bonding company shall be impressed on each signature page of the bonds.
10. The contractor’s signature on the performance bond and the payment bond shall correspond with that on the contract. The date of performance and payment bond shall not be prior to the date of the contract.

ARTICLE 3 - CLARIFICATIONS AND DETAIL DRAWINGS

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

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

ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS

Bidding Documents and Site Development Plans may be examined by visiting http://www.nhcgov.com/business-nhc/bids/.

ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

a. Within 10 consecutive calendar days after the notice to proceed, the contractor shall submit a schedule for submission of all shop drawings, product data, samples, and similar submittals to the Owner. This schedule shall indicate the items, relevant specification sections, other related submittal, data, and the date when these items will be furnished to the designer.

b. The Contractor(s) shall review, approve and submit to the Owner all Shop Drawings, Coordination Drawings, Product Data, Samples, Color Charts, and similar submittal data required or reasonably implied by the Contract Documents. Required Submittals shall bear the Contractor’s stamp of approval, any exceptions to the Contract Documents shall be noted on the submittals, and copies of all submittals shall be of sufficient quantity for the Owner to retain up to two (2) copies of each submittal for his own use plus additional copies as may be required by the Contractor. Submittals shall be presented to the Owner in accordance with the schedule submitted in paragraph (a) so as to cause no delay in the activities of the Owner or of separate Contractors, if applicable.

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

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

ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

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

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

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

ARTICLE 7 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

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

ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES

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

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

c. Upon notice, the contractor shall furnish evidence as to quality of materials.

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

e. The designer/owner 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/owner, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.

ARTICLE 9 - ROYALTIES, LICENSES AND PATENTS

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

ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS

a. The contractor shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer/owner in writing. See Instructions to Bidders, Bulletins and Addenda. Any necessary changes required after contract award shall be made by change or order. 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 designer/owner, he shall bear all cost arising therefrom. Additional requirements implemented after bidding will be subject to equitable negotiations.

b. All work under this contract shall conform to the North Carolina State Building Code and other State, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the contractor and included within the bid proposal. All water taps, meter barrels, vaults and impact fees shall be paid by the contractor unless otherwise noted.
c. Projects constructed by the County are subject to inspection by county authorities and are subject to county building codes. Permits shall be obtained at no cost.

ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer/owner, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times.

b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.

c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer/owner and owner.

d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around same. He shall barricade all walks, roads, etc., as directed by the designer/owner 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.


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

h. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 19(b).

i. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

ARTICLE 12 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973

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

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

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

d. To the fullest extent permitted by law, the contractor(s) shall indemnify and hold harmless the owner, the designer/owner and the agents, consultants and employees of the owner and designer/owner, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys’ fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.
ARTICLE 13 - INSPECTION OF THE WORK

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

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

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

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

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

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

ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE

a. Throughout the progress of the work, each contractor shall keep at the job site, a competent superintendent and supervisory staff satisfactory to the designer/owner and the owner. The superintendent and supervisory staff shall not be changed without the consent of the designer/owner and owner unless said superintendent ceases to be employed by the contractor or ceases to be competent as determined by the contractor, designer/owner or owner. The superintendent and other staff designated by the contractor in writing shall have authority to act on behalf of the contractor, and instructions, directions or notices given to him shall be as binding as if given to the contractor. However, directions, instructions, and notices shall be confirmed in writing.
b. The contractor shall examine and study the drawings and specifications and fully understand the project design, and shall provide constant and efficient supervision to the work. Should he discover any discrepancies of any sort in the drawings or specifications, he shall report them to the designer/owner without delay. He will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible to report them should they become known to him.

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

d. The contractor is required to attend job site progress conferences as called by the designer/owner. The contractor shall be represented at these job progress conferences by both home office and project personnel. These representatives shall have authority to act on behalf of the contractor. These meetings shall be open to subcontractors, material suppliers and any others who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the project within the specified contract time. Each contractor shall be prepared to assess progress of the work as required in his particular contract and to recommend remedial measures for correction of progress as may be appropriate. The designer/owner or his authorized representative shall be the coordinator of the conferences and shall preside as chairman. The contractor shall turn over a copy of his daily reports to the Owner at the progress meetings. Owner will determine daily report format.

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

**CPM Schedule:** Where a CPM schedule is required, it shall be in time-scaled precedence format using the Contractor’s logic and time estimates. The CPM schedule shall be

**Early Completion of Project:** The Contractor may attempt to complete the project prior to the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time for Completion or
the Contract Completion Date. The Contractor shall not be required to pay liquidated damages to the Owner because of its failure to complete by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for early completion nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to complete earlier than the date required by the Contract Documents.

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

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

ARTICLE 15 - SEPARATE CONTRACTS AND CONTRACTOR RELATIONSHIPS

a. Chapter 143, Article 8, allows public contracts to be delivered by the following delivery methods: separate prime, single prime, dual, construction manager at risk, design-build, design-build bridging, private-public-partnership, and alternative contracting method as approved by the State Building Commission. The owner reserves the right to prepare separate specifications, receive separate bids, and award separate contracts for such other major items of work as may be in the best interest of the County. For the purposes of a single prime contract, refer to Article 1 – Definitions.

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

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

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

e. The designer/owner and the owner shall have access to the work whenever it is in preparation and progress and during normal working hours. The contractor shall provide facilities for such access so the designer/owner may perform his functions under the contract documents.
f. Should a contractor cause damage to the work or property of another contractor, he shall be directly responsible, and upon notice, shall promptly settle the claim or otherwise resolve the dispute.

ARTICLE 16 - SUBCONTRACTS AND SUBCONTRACTORS

a. The contractor shall submit to the owner a list giving the names and addresses of subcontractors and equipment and material suppliers he proposes to use, together with the scope of their respective parts of the work. Should any subcontractor be disapproved by the owner, the owner shall submit his reasons for disapproval in writing for its consideration with a copy to the contractor. If the Owner concurs with the owner’s recommendation, the contractor shall submit a substitute for approval. The owner shall act promptly in the approval of subcontractors, and when approval of the list is given, no changes of subcontractors will be permitted except for cause or reason considered justifiable by the designer/owner or owner.

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

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

ARTICLE 17 - CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS

The contractor agrees that the terms of these contract documents shall apply equally to each subcontractor as to the contractor, and the contractor agrees to take such action as may be necessary to bind each subcontractor to these terms. The contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to contractor-subcontractor relationships, and that payments to subcontractors shall be made in accordance with the provisions of G.S. 143-134.1 titled Interest on final payments due to prime contractors: payments to subcontractors.

a. On all public construction contracts which are let by a board or governing body of the state government or any political subdivision thereof, except contracts let by the Department of Transportation pursuant to G.S. 136-28.1, the balance due prime contractors shall be paid in full within 45 days after respective prime contracts of the project have been accepted by the owner, certified by the architect, engineer or designer/owner to be completed in accordance with terms of the plans and specifications, or occupied by the owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever the architect or consulting engineer in charge of the project determines that delay in completion of the project in accordance with terms of the plans and specifications is the fault of the contractor, the project may be occupied and used for the purpose for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. No payment shall be delayed because of the failure of another prime contractor on such project to complete his contract. Should final payment to any prime contractor beyond the
date such contracts have been certified to be completed by the designer/owner or architect, accepted by the owner, or occupied by the owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said prime contractor shall be paid interest, beginning on the 46th day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is agreed upon on such unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due a prime contractor during construction shall be paid in accordance with the payment provisions of the contract documents or said prime contractor shall be paid interest on any such unpaid amount at the rate stipulated above for delayed final payments. Such interest shall begin on the date the payment is due and continue until the date on which payment is made. Such due date may be established by the terms of the contract. Funds for payment of such interest on state-owned projects shall be obtained from the current budget of the owning department, institution or agency. Where a conditional acceptance of a contract exists, and where the owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

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

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

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

ARTICLE 18 – DESIGNER STATUS

a. The designer shall provide general administration of the performance of construction contracts, including liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the owner only for the purpose of constructing this work and to the extent stipulated in the contract documents. He has authority to direct work to be performed, to stop work, to order work removed, or to order corrections of faulty work, where any such action by the designer/owner may be necessary to assure successful completion of the work.
b. The designer is the impartial interpreter of the contract documents, and, as such, he shall exercise his powers under the contract to enforce faithful performance by both the owner and the contractor, taking sides with neither.

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

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

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

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

ARTICLE 19 - CHANGES IN THE WORK

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

b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order or written field order from the designer/owner, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed:

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

2. 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/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, 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 c2 herein. If neither party elects to proceed under c2, then unit prices shall apply.

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

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

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

1. The actual costs of materials and supplies incorporated or consumed as part of the work;

2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.

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

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

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

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

f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change
shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.

g. In all change orders, the contractor will provide a proposal and supporting data in suitable format. The designer/owner 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/owner, the designer/owner 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/owner 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. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedure.

h. 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 owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and “net cost” and “cost” per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

ARTICLE 20 - CLAIMS FOR EXTRA COST

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

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

c. Should a claim for extra compensation that complies with the requirements of (a) above by the contractor and is denied by the designer/owner or owner, and cannot be resolved, the contractor may request a mediation in connection with GS 143-128(f1) in the dispute resolution rules adopted by the New Hanover County

ARTICLE 21 - MINOR CHANGES IN THE WORK

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

ARTICLE 22 - UNCORRECTED FAULTY WORK

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

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

a. The time of completion is stated in the Contract Document. The Contractor, upon notice of award of contract, shall prepare a construction schedule to complete the project within the time of completion as required by Article 14.

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

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

d. If the contractor is delayed at any time in the progress of his work solely by any act or negligence of the owner, the designer, or by any employee of either; by any separate contractor employed by the owner; by changes ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the contractor's control; or by any other causes which the designer/owner and owner
determine may justify the delay, then the contract time may be extended by change order only for the time which the designer/owner and owner may determine is reasonable. Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the contractor reflecting the effect of the weather on progress of the work and initialed by the designer/owner's representative. No weather delays shall be considered after the building is dried in unless work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents. Contractor caused delays shall be accounted for before owner or designer/owner caused delays in the case of concurrent delays.

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

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

ARTICLE 24 - PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY

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

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

1. The beginning of guarantees and warranties period for the equipment necessary to support in the area.
2. The owner assumes all responsibilities for utility costs for entire building.
3. Contractor will obtain consent of surety.
4. Contractor will obtain endorsement from insurance company permitting beneficial occupancy.

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

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

ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT

a. Upon notification from the contractor(s) that the project is complete and ready for inspection, the designer/owner shall make a final inspection to verify that the project is complete.

b. The designer/owner and his consultants shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the contract documents. At the conclusion of the final inspection, the designer/owner shall make one of the following determinations:
   1. That the project is completed and accepted.
   2. That the project will be accepted subject to the correction of the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of final inspection or the owner may invoke Article 28, Owner's Right to Do Work.
   3. That the project is not complete and another date for a final inspection will be established.

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

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

e. The final acceptance date will establish the following:
   1. The beginning of guarantees and warranties period.
   2. The date on which the contractor's insurance coverage for public liability, property damage and builder's risk may be terminated.
   3. That no liquidated damages (if applicable) shall be assessed after this date.
   4. The termination date of utility cost to the contractor.

f. Prior to issuance of final acceptance date, the contractor shall have his authorized representatives visit the project and give full instructions to the designated
ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT

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

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

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

ARTICLE 27 - CORRECTION OF WORK AFTER FINAL PAYMENT

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

ARTICLE 28 - OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer/owner, 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/owner. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.
ARTICLE 29 - ANNULMENT OF CONTRACT

If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely and/or competent manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the County may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials owned by the County and may finish the Work by whatever methods it may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

29.1 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the County's additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such cost exceeds the unpaid balance, the Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

29.2 In the event the employment of the Contractor is terminated by the County for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience, such termination shall thereupon be deemed a Termination for Convenience.

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

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

b. The owner shall be liable to the contractor for the cost of all materials delivered and work performed on this contract to date.

ARTICLE 31 - REQUEST FOR PAYMENT

a. Not later than the fifth day of the month, the contractor shall submit to the Owner a request for payment for work done during the previous month. The request shall be in the form agreed upon between the contractor and owner. The Request for Payment shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:
   1. Total of contract including change orders.
   2. Value of work completed to date.
3. Less five percent (5%) retainage, provided however, that after fifty percent (50%) of the contractor’s work has been satisfactorily completed on schedule, with approval of the owner, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule.
4. Less previous payments.
5. Current amount due.

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

c. Prior to submitting the first request, the contractor shall prepare for the owner a schedule showing a breakdown of the contract price into values of the various parts of the work, so arranged as to facilitate payments to subcontractors in accordance with Article 17, Contractor and Subcontractor Relationships. The contractor(s) shall list the value of each subcontractor and supplier, identifying each minority business subcontractor and supplier as listed in Affidavit C, if applicable.

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

e. In the event of beneficial occupancy, retainage of funds due the contractor(s) may be reduced with the approval of owner to an equitable amount to cover the list of items to be completed or corrected. Retainage may not be reduced to less than two and one-half (2 1/2) times the estimated value of the work to be completed or corrected. Reduction of retainage must be with the consent and approval of the contractor's bonding company.
ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT

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

b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the owner except:
   1. Claims arising from unsettled liens or claims against the contractor.
   2. Faulty work or materials appearing after final payment.
   3. Failure of the contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.
   4. As conditioned in the performance bond and payment bond.

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

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

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

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

   3. Record of Owner’s training.

   4. Resolution of any final inspection discrepancies.

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

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

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

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

4. Consent of Surety to Final Payment.

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

ARTICLE 33 - PAYMENTS WITHHELD

a. The designer/owner may withhold payment for the following reasons:
   1. Faulty work not corrected.
   2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer/owner.
   3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.

b. The owner may authorize the withholding of payment for the following reasons:
   1. Claims filed against the contractor or evidence that a claim will be filed.
   2. Evidence that subcontractors have not been paid.

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

ARTICLE 34 – INSURANCE REQUIREMENTS

Before commencing any work, the successful bidder shall procure insurance in the bidder’s name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed below. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

Commercial General Liability. Bidder shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than $5,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.
CGL insurance shall be written on Insurance Services Office (ISO) “occurrence” form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

New Hanover County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 or CG 20 33 and CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; and under the commercial umbrella, if any.

There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured’s work.

The bidder’s Commercial General Liability insurance shall be primary as respects New Hanover County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by New Hanover County, its officers, officials, and employees shall be excess of and not contribute with the bidder’s insurance.

Workers’ Compensation and Employer’s Liability. Bidder shall maintain Workers’ Compensation as required by the general statutes of the State of North Carolina and Employer’s Liability Insurance.

The Employer’s Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than $5,000,000 each accident for bodily injury by accident, $5,000,000 each employee for bodily injury by disease, and $5,000,000 policy limit.

The insurer shall agree to waive all rights of subrogation against the New Hanover County, its officers, officials, agents and employees for losses arising from work performed by the bidder for New Hanover County.

Business Auto Liability. Bidder shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than $5,000,000 each accident.

Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

The bidder’s Business Auto Liability insurance shall be primary as New Hanover County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by New Hanover County, its officers, officials, and employees shall be excess of and not contribute with the bidder’s insurance.

**Environmental/Pollution Liability.** If required, bidder shall maintain Environmental/Pollution Liability covering losses caused by pollution incidents that arise from the operations of the contractor described under the scope of services of this contract.

Environmental/Pollution Liability shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs and defense, including costs and expenses incurred in the investigation defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least $5,000,000 per claim, with an annual aggregate of at least $5,000,000.

Contractors Pollution Liability shall include as an additional insured New Hanover County, its officers, officials, agents, and employees. If Contractors Pollution Liability is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning from the time that work under the contract is complete.

If the scope of services as defined in this contract includes the disposal of any hazardous or nonhazardous materials from the job site, the Contractor must furnish to the New Hanover County evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the New Hanover County under this paragraph must be maintained in minimum amounts of $5,000,000 per loss, with an annual aggregate of at least $5,000,000.

**Installation Floater.** Bidder shall purchase and maintain in force Installation Floater insurance for the installation of equipment. Such insurance shall be written in an amount equal to the replacement cost of the equipment. The insurance shall apply on a replacement cost basis.

Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit.
Installation Floater insurance shall name New Hanover County as loss payee.

Installation Floater Insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30).

Any deductible applicable to the Installation Floater shall be paid by the Bidder.

If New Hanover County is damaged by the failure of Bidder to maintain Installation Floater insurance, then Bidder shall bear all reasonable costs properly attributable to that failure.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by New Hanover County. At the option of New Hanover County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects New Hanover County, its officers, officials, agents, and employees; or the contractor shall procure a bond guaranteeing payment of all deductibles or self-insured retentions. The bidder shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not New Hanover County is an insured under the policy.

**Miscellaneous Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to New Hanover County, 230 Government Center Drive #125, Wilmington, NC 28403.

If bidder’s liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**Acceptability of Insurers.** Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best’s rating of no less than A VII unless specific approval has been granted by New Hanover County.

**Evidence of Insurance.** The bidder shall furnish New Hanover County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in 2.16.3 above.
Subcontractors. Bidder shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent contractors’ coverage, and the contractor shall be responsible for assuring that all subcontractors are properly insured.

Conditions.

The insurance required for this contract must be on forms acceptable to New Hanover County.

Where circumstances warrant, New Hanover County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

The bidder shall provide that the insurance contributing to satisfaction of insurance requirements shall not be canceled, terminated or modified by the contractor without prior written approval of New Hanover County.

The bidder shall promptly notify the Risk Management Office at (910) 798-7497 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

New Hanover County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

Failure of New Hanover County to demand a certificate or other evidence of full compliance with these insurance requirements or failure of New Hanover County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

By requiring insurance herein, New Hanover County does not represent that coverage and limits will necessarily be adequate to protect the bidder and such coverage and limits shall not be deemed as a limitation of bidder’s liability under the indemnities granted to New Hanover County in this contract.

If bidder fails to maintain the insurance as set forth herein, New Hanover County shall have the right, but not the obligation, to purchase said insurance at bidder’s expense.
The bidder may apply to New Hanover County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

New Hanover County shall have the right, but not the obligation of prohibiting bidder or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by New Hanover County.

ARTICLE 35 - PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 36 - CONTRACTOR'S AFFIDAVIT

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

ARTICLE 37 - ASSIGNMENTS

The contractor shall not assign any portion of this contract nor subcontract in its entirety. Except as may be required under terms of the performance bond or payment bond, no funds or sums of money due or become due the contractor under the contract may be assigned.
ARTICLE 38 - USE OF PREMISES

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

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

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

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

ARTICLE 39 - CUTTING, PATCHING AND DIGGING

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

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

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

ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS

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

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

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

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

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

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

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

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

1. Prior to final acceptance of work by the Owner, each contractor shall remove and replace any parts of the permanent building systems damaged through use during construction.
2. Temporary filters as recommended by the equipment manufacturer in order to keep the equipment and ductwork clean and free of dust and debris shall be installed in each of the heating and air conditioning units and at each return grille during construction. New filters shall be installed in each unit prior to the owner's acceptance of the work.
3. Extra effort shall be maintained to keep the building and the site adjacent to the building clean and under no circumstances shall air systems be operated if finishing and site work operations are creating dust in excess of what would be considered normal if the building were occupied.
4. It shall be understood that any warranty on equipment presented to the owner shall extend from the day of final acceptance by the owner. The cost of warranting the equipment during operation in the finishing stages of construction shall be borne by the contractor whose system is utilized.
5. The electrical contractor shall have all lamps in proper working condition at the time of final project acceptance.
i. The Contractor shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets required for a complete and adequate sanitary arrangement. These facilities will be available to other contractors on the job and shall be kept in a neat and sanitary condition at all times. Chemical toilets are acceptable.

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

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

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

ARTICLE 41 - CLEANING UP

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

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

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

ARTICLE 42 - GUARANTEE

a. The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to the owner.
b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

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

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

ARTICLE 43 - CODES AND STANDARDS

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

ARTICLE 44 - INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless County, its officers, officials, agents and employees from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by County, its officers, officials, agents and employees.

ARTICLE 45 - TAXES

a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).

b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).

c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.
d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal and contract sum.

e. Accounting Procedures for Refund of County Sales & Use Tax
Amount of county sales and use tax paid per contractor's statements: Contractors performing contracts for state agencies shall give the state agency for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(e).

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

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

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

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax. Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

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

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

**ARTICLE 46 - EQUAL OPPORTUNITY CLAUSE**

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.
**ARTICLE 47 - EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES**

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

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

There are no asbestos-containing materials in the work areas; however, Contractors are reminded of the requirements of instructions under Instructions to Bidders and General Conditions of the Contract, titled Examination of Conditions.

**ARTICLE 49 - MINORITY BUSINESS PARTICIPATION**

For construction contracts with an estimated value of $300,000 or more, the Bidder has the responsibility to make a good faith effort to solicit minority bids. The County has established a verifiable goal of ten percent (10%). Each bidder will make good faith efforts to subcontract with individuals who are minorities to include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

The bidder shall include with his bid his/her a completed Identification of HUB Certified/Minority Business Participation form and Affidavit A or Affidavit B.

With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to M/WBE subcontractors.

The document, “New Hanover County Minority and/or Women Business Enterprise (M/WBE) Program” including Affidavits are hereby incorporated into and made a part of this contract.

**ARTICLE 50 – GIFTS**

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

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

ARTICLE 51 – AUDITING-ACCESS TO PERSONS AND RECORDS

The County shall have access to Contractor’s officers, employees, agents and/or other persons in control of and/or responsible for the Contractor’s records that relate to this Contracts for purposes of conducting audits. The Owner’s internal auditors shall also have the right to access and copy the Contractor’s records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor’s requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

ARTICLE 52 – TERMINATION FOR CONVENIENCE

The County may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The County shall give written notice of such termination to the Contractor specifying when termination becomes effective.

52.1 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The County may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the County or its designee.

52.2 The Contractor shall transfer title and deliver to the County such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights Contractor controls or possesses.

52.3 (a) The Contractor shall submit a termination claim to the County specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the County. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the County shall pay the Contractor, an amount derived in accordance with subparagraph [c] below.

(b) The County and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the County shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment, and other services accepted under this Contract.

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however,
that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant hereto. These costs shall not include amounts paid in accordance with other provisions hereof.
RENOVATIONS TO NHC SENIOR RESOURCE CENTER

RFB # 19-0465R

Bid Proposal Form

Deadline for Receipt of Bids: 3:00 P.M. EST, Thursday, November 7, 2019

Name of Bidder: ________________________________

Bidder's Address: ______________________________

Bidders Phone Number: __________________________

Bidder's Email: _________________________________

Bidder's License Number: _________________________

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his subcontractors have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

The undersigned, as bidder, proposes and agrees if this bid is accepted, to contract with the New Hanover County for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the New Hanover County for the sum of:
Bidder’s Name: ________________________________

1. Base Bid $____________________

2. Add Alternate #1: Add WSHP #9,16 and 17 to DOAS system. See drawing 1/M6.0. $____________________

3. Add Alternate #2: Provide new supply/return water hose kits in lieu of blue-white flow meters for all WSHP’s. See drawing B/M6.0. $____________________

4. Add Alternate #3 – Provide steel beam and stud packs per drawing 1/S2.0. $____________________

5. Add Alternate #4 – Provide a prefabricated aluminum pergola in the courtyard and a cantilevered aluminum canopy as shown on drawing 2/A2.0. Provide additional asphalt paving and move the existing storage building as shown on drawing CS101. $____________________

Plumbing Subcontractor: ________________________________ License #: ____________

Mechanical Subcontractor: ________________________________ License #: ____________

Electrical Subcontractor: ________________________________ License #: ____________

The Contractor is hereby notified that the Contract will contain a Liquidated Damages Clause.

A. Performance and Delivery Time:

The Contractor shall begin work on or before the “commence work” date specified in the NOTICE TO PROCEED issued by the Owner and as set forth in the plans, specifications, and proposal. All work shall be completed in all events on or before the date set forth in the NOTICE TO PROCEED.
B. Liquidated Damages:

Since actual damages for any delay in the completion of the work which the contractor is required to perform under this contract are or will be difficult to determine, the contractor and his /her sureties shall be liable for and shall pay to the Owner the sum of $500 as fixed and agreed as liquidated damages, and not as penalty for each calendar day of delay from the date stipulated for completion, or as modified in accordance with.

Bidder's Name: ________________________________

the terms of this agreement until such work is satisfactorily completed and accepted. Said liquidated damages may be deducted from any payments owed to the contractor by the Owner or collected from the sureties, whichever is deemed expedient by the Owner.

Acknowledgment of Addenda

Addendum No. _____ Dated ________
Addendum No. _____ Dated ________
Addendum No. _____ Dated ________
Addendum No. _____ Dated ________

Attachments to Bid Proposal

1. Bid Bond
2. Sample Certificate of Insurance
3. Identification of Minority/Women Business Participation and Affidavit A or Affidavit B

_________________________________________  ________________________________
Signature                                   Printed Name/Title

Date  ___________________________________________
New Hanover County
Minority and/or Women Business Enterprise
(M/WBE) Program

Construction Guidelines and Affidavits

These instructions shall be included with each bid solicitation.
New Hanover County
Minority and/or Women Business Enterprise Program

Construction Guidelines for M/WBE Participants

Policy Statement
It is the policy of New Hanover County that minority businesses, as defined by North Carolina General Statute 143-128 have maximum opportunity to participate in the performance of contracts and subcontracts funded in whole or in part with public funds. This includes all aspects of the County’s contracting and procurement programs, including but not limited to construction projects, supplies and materials, as well as professional and personal service contracts.

Goals and Good Faith Efforts
Bidders responding to this solicitation shall comply with the M/WBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

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Bidders shall submit M/WBE information with their bids on the forms provided. This information will be subject to verification by the County prior to contract award. Firms qualifying as “M/WBE” for the County’s goals must be certified by the NC Department of Historically Underutilized Businesses (NCHUB) or by the NC Department of Transportation (NCDOT). Firms qualifying as “WBE” must be designated as “women-owned business and firms qualifying as “MBE” must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a “WBE” and “MBE” may only satisfy the “MBE” requirement. A complete database of NC HUB certified firms may be found at http://www.doa.nc.gov/hub/default.aspx and NCDOT firms may be found at https://partner.ncdot.gov/VendorDirectory/default.html.

Please note: A contractor may utilize any firm desired; however, in order for the County to count the participation towards the goal, all M/WBE vendors who wish to do business as a minority or female must be certified by NC HUB or NCDOT.

The Bidder shall make good faith efforts to encourage participation of M/WBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the M/WBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The M/WBE’s listed by the Contractor on the Identification of Minority/Women Business Participation which are determined by the County to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the County to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.
The Contractor shall enter into and supply copies of fully executed subcontracts with each M/WBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.
Instructions

The Bidder shall provide with the bid the following documentation:

☐ Identification of Minority/Women Business Participation
  (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

☐ Affidavit A (if subcontracting)

OR

☐ Identification of Minority/Women Business Participation
  (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

☐ Affidavit B (if self-performing; must attest that bidder does not customarily subcontract work on this type of project—includes supplies and materials)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is subcontracting anything must provide the following information:

☐ Affidavit C (if aspirational goals are met or are exceeded)

OR

☐ Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

☐ Letter(s) of Intent or Executed Contracts

**With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to M/WBE subcontractors.

***If a change is needed in M/WBE Participation, submit a Request to Change M/WBE Participation Form. Good Faith Efforts to substitute with another M/WBE contractor must be demonstrated.

Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the County for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the County that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the County whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the COUNTY will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.
NEW HANOVER COUNTY  
Identification of Minority/Women Business Participation  
I, ______________________________________ (Name of Bidder)  
do hereby certify that on this project, we will use the following minority/women business enterprises as  
construction subcontractors, vendors, suppliers or providers of professional services.  

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<th>Firm Name, Address and Phone #</th>
<th>Work type</th>
<th>*M/WBE Category</th>
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*M/WBE categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I),  
Female (F) Socially and Economically Disadvantaged (S) Disabled (D)  

If you will not be utilizing M/WBE contractors, please certify by entering zero “0”  
The total value of MBE business contracting will be ($)_________________.  
The total value of WBE business contracting will be ($)_________________.  

NEW HANOVER COUNTY AFFIDAVIT A – Listing of Good Faith Efforts

County of ___________________________  (Name of Bidder)

Affidavit of ___________________________

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

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

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

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

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

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

☒ 5 – (10 pts) Attended prebid meetings scheduled by the public owner.

☒ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.

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

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

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

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

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

The undersigned hereby certifies that he or she has read the terms of the minority/women 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 __________________________
NEW HANOVER 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: __________________________

SUBSCRIBED AND SWORN TO BEFORE ME THIS ______ day of ___________, 20____

NOTARY PUBLIC __________________________

My commission expires __________________________
NEW HANOVER COUNTY - AFFIDAVIT C - Portion of the Work to be Performed by M/WBE Firms

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

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

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

Project ID# ______________________ Amount of Bid: $ ______________________

I will expend a minimum of ______% of the total dollar amount of the contract with M/WBE firms. Minority/women 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 needed

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<th>Name and Phone Number</th>
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*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with M/WBE 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 ____________________________
NEW HANOVER COUNTY AFFIDAVIT D – Good Faith Efforts

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

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

Affidavit of ________________________________________________________ I do hereby certify
that on the

(Name of Bidder)

________________________________________________________ (Project Name)

Project ID# __________________________ Amount of Bid $ __________________________

I will expend a minimum of ______% of the total dollar amount of the contract with M/WBE firms. Minority/women 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 needed)

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

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

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

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

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

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

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

F. Copy of pre-bid roster.
G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.

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

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

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

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with M/WBE 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 _______________
LETTER OF INTENT
M/WBE Subcontractor Performance

Please submit this form or executed subcontracts with M/WBE firms after award of contract and prior to issuance of notice to proceed.

PROJECT: ______________________________________

TO: ___________________________________________

(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as a:

_____Minority Business Enterprise

_____Women Business Enterprise

The M/WBE status of the undersigned is certified the NC Office of Historically Underutilized Businesses (required).  ___ Yes  ___ No

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project at the following dollar amount:

<table>
<thead>
<tr>
<th>Work/Materials/Service Provided</th>
<th>Dollar Amount of Contract</th>
<th>Projected Start Date</th>
<th>Projected End Date</th>
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__________________________
(Date)

__________________________
(Address)

__________________________
(Name & Phone No. of M/WBE Firm)

__________________________
(Name & Title of Authorized Representative of M/WBE)

__________________________
(Signature of Authorized Representative of M/WBE)
REQUEST TO CHANGE M/WBE PARTICIPATION

(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

Project: ____________________________________________

Bidder or Prime Contractor: ________________________________

Name & Title of Authorized Representative: ____________________________

Address: ________________________________ Phone #: ________________________

________________________________________ Email Address: ___________________

Total Contract Amount (including approved change orders or amendments): $_________

Name of subcontractor: ________________________________________________

Goods or services provided:

____________________________________________________________

Proposed Action:

___ Replace subcontractor

___ Perform work with own forces

For the above actions, you must provide one of the following reasons (Please check applicable reason):

___ The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

___ The listed MBE/WBE is bankrupt or insolvent.

___ The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

___ The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

If replacing subcontractor:
Name of replacement subcontractor: ____________________________
The M/WBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). ___Yes ___No

Dollar amount of original contract $________________

Dollar amount of amended contract $ ______________

Other Proposed Action:

___Increase total dollar amount of work

___Decrease total dollar amount of work

___Add additional subcontractor

___Other

Please describe reason for requested action: ____________________________________________________________

______________________________________________________________________________________________

*Please attach Letter of Intent or executed contract document

Dollar amount of original contract $________________

Dollar amount of amended contract $ ______________

Interoffice Use Only:

Approval ___Y ___N

Date___________________

Signature________________
Proof of Payment Certification  
M/WBE Contractors, Suppliers, Service Providers

Project Name: ________________________________________________

Prime Contractor: _____________________________________________

Current Contract Amount (including change orders): $_______________

Requested Payment Amount for this Period: $____________________

Is this the final payment? ___Yes   ___No

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<tr>
<th>Firm Name</th>
<th>M/WBE Category*</th>
<th>Total Amount Paid from this Pay Request</th>
<th>Total Contract Amount (including changes)</th>
<th>Total Amount Remaining</th>
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*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

Date:____________________  Certified By: __________________

________________________________________________________________________

Name

________________________________________________________________________

Title

________________________________________________________________________

Signature
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT ______________________
_______________________________ as principal, and ________________________________, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto NEW HANOVER COUNTY obligee, in the penal sum of __________________________ DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

________________________(SEAL)
________________________(SEAL)
________________________(SEAL)
________________________(SEAL)
________________________(SEAL)
FORM OF PERFORMANCE BOND

Date of Contract: ________________________________

Date of Execution: ________________________________

Name of Principal: ________________________________
(Contractor)

Name of Surety: ________________________________

Name of Contracting Body: NEW HANOVER COUNTY

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.

Executed in __________________________ counterparts.

Witness:

____________________________________
(Proprietorship or Partnership)

Attest: (Corporation)

By: ___________________________________
Title: _________________________________
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

____________________________________
(Surety Company)

By: ___________________________________
Title: _________________________________
(Attorney in Fact)

(Surety Corporate Seal)

(N.C. Licensed Resident Agent)

____________________________________
Name and Address-Surety Agency

____________________________________
Surety Company Name and N.C. Regional or Branch Office Address
FORM OF PAYMENT BOND

Date of Contract: ____________________________________________

Date of Execution: __________________________________________

Name of Principal: ____________________________________________
(Contractor)

Name of Surety: ______________________________________________

Name of Contracting Body: NEW HANOVER COUNTY

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.

Executed in ____________________ counterparts.
STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

AGREEMENT

THIS CONTRACT made and entered into this ___ day of __________________, 2019 by and between NEW HANOVER COUNTY a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and ________________________________, hereinafter referred to as "Contractor."

WITNESSETH:

That Contractor, for the consideration hereinafter fully set out, hereby agrees with County as follows:

DEFINITIONS

Addenda. Written or graphic instruments issued prior to the opening of bids that clarify, correct, or change the Bidding Requirements or the Contract Documents.

Agreement. The written instrument evidencing the covenant between County and the Contractor performing the Work.

Application for Payment. The form acceptable to County which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Bidding Documents. The bidding requirements and the proposed Contract Documents (including all addenda issued prior to receipt of bids).

Bidding Requirements. The advertisement or invitation to bid, instructions to bidders, bid security form, if any, and the bid form with any supplements.

Bonds. Bid performance and payment bonds and other instruments of security.

Change Order. A document requested by Contractor and approved by County authorizing an addition, deletion, or revision in the Work or an adjustment in the contract price or the contract time, issued on or after the effective date of the Contract.

Claim. A demand or assertion by County or Contractor seeking an adjustment of Contract Price or Contract Time, or both, or other relief with respect to the terms of the contract. A demand for money or services by a third party is not a claim.

Contract. The entire and integrated written contract between County and Contractor concerning the Work. The contract supersedes prior negotiations, representations, or agreements, whether written or oral.

dm
Acct# 325 68700 800700 CP731

Req.# __________
**Contract Documents.** The Contract Documents establish the rights and obligations of the parties and include the Contract, addenda (pertaining to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Contract, the Notice to Proceed, the bonds, these general terms and conditions, the supplementary terms and conditions (if any), the specifications and the drawings as the same are more specifically identified in the Contract, together with all written amendments, change orders, and field orders written issued on or after the effective date of the Contract. Shop Drawings, Product Data, Samples, and other submittals from Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which Contractor intends to implement any work in conformance with information received from the Contract Documents.

**Contract Price.** The moneys payable by County to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Contract (subject to the provisions relating to unit price work, if applicable).

**Contract Time.** The number of calendar days or the dates stated in the Contract to: (i) achieve Substantial Completion; and (ii) complete the work so that it is ready for final payment pursuant to written recommendation of final payment.

**Contractor.** The individual or business entity with whom County has entered into a Contract.

**County.** This term shall be construed to mean, when referencing an individual, the New Hanover County Project Manager, or his designee, the New Hanover County Property Management Director, or the New Hanover County Engineer.

**Drawings.** That part of the Contract Documents prepared or approved by County that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop drawings and other Contractor submittals are not drawings as defined herein.

**Field Order.** A written order issued by County that requires minor changes in the Work by which does not involve a change in the Contract Price or the Contract Time.

**Final Completion.** The date when all the Work outstanding at Substantial Completion (punch list or defects list) has been completed.

**Liens.** Charges, security interests, or encumbrances upon project funds, real property, or personal property.

**Notice to Proceed.** A written notice given by County to Contractor fixing the date on which the Contract Time (including milestones, if applicable) will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
Project. The total construction of and the Work to be performed under the Contract Documents.

Samples. Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Schedule of Values. A listing of elements, systems, items, or other subdivisions of the Work, establishing a value for each, the total of which equals the contract sum. The schedule of values is used for establishing the cash flow of a project.

Shop Drawings. All drawings, diagrams, illustrations, schedules, or other data or information that are specifically prepared or assembled by Contractor to illustrate some portion of the Work.

Site. Lands or areas indicated in the Contract Documents as being furnished by County upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by County which are designated for the use of Contractor.

Specifications. That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Stoppage. Any willful suspension of the Work on the Project by Contractor for an uninterrupted period of seven (7) business days for any reason not requested by County and not caused by conditions created by natural phenomena or acts of God.

Subcontractor. An individual or entity having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work at the site.

Substantial Completion. The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of County, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended and the building(s) have functional electric, plumbing, HVAC, are fully compliant with applicable building codes, are clean, able to accommodate furnishings, and open for business such that County received beneficial occupancy. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to substantial completion thereof.

Unit Price Work. Work to be paid for based on unit prices.

The Work. The entire completed construction or the various separately identifiable parts thereof required to be provided by the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and
equipment into such construction, all as required by the Contract Documents.

ARTICLE I
GENERAL PROVISIONS

1.1 Performance. Contractor shall furnish all labor, materials and equipment and shall perform all Work as defined herein in the manner and form as provided by the specifications and Contract Documents, which are made a part hereof as if fully contained herein for renovations to New Hanover County Senior Resource Center located at 2222 South College Road, Wilmington, NC.

1.2 No Privity with Others. Nothing contained in this Contract shall create, or be interpreted to create, privity, or any other contractual agreement between County and any person or entity other than Contractor.

1.3 Successors and Assigns. County and Contractor bind themselves, their successors, assigns, and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party with respect to covenants, agreements, and obligations contained in this Contract. Contractor shall not assign this Contract without written consent of County and any surety to this Contract.

1.4 Continuing Duty. Contractor shall have a continuing duty to read, carefully examine, and compare each of the Contract Documents, the Shop Drawings and the Project Data and shall provide written notice to County of any inconsistency, ambiguity, error, or omission which Contractor may discover with respect to these documents before proceeding with the Work. The issuance or the express or implied approval by County of the Contract Documents, Shop Drawings, Project Data, or Samples shall not relieve Contractor of its continuing duties imposed hereby, nor shall any approval be evidence of Contractor's compliance with this contract. COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING THE ACCURACY OR SUFFICIENCY OF SUCH DOCUMENTS. By the execution of the Contract, Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient to perform the Work, and that Contractor has not, does not, and will not rely upon any representation or warranties by County concerning such documents as no such representation or warranties have been or are hereby made.

1.5 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the design, shall control Contractor in determining the scope of the Work to be performed.

1.6 Ownership of Contract Documents. The Contract Documents shall remain the property of County. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no
event shall Contractor use, or permit to be used, any Contract Documents on other projects without County’s prior written authorization.

1.7 The Work. Contractor shall perform all of the work required, implied, or reasonably inferable from this Contract.

1.8 Independent Contractor. It is mutually understood and agreed that Contractor is an independent contractor and not an agent of County, and as such, Contractor, its agents and employees shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, worker’s compensation, pension, or retirement benefits.

ARTICLE II
TIME AND LIQUIDATED DAMAGES

2.1 Contract Time. Contractor shall commence the Work upon receipt of a Notice to Proceed and shall achieve Substantial Completion of the Work no later than Three Hundred Sixty-Five (365) calendar days thereafter.

2.2 Substantial Completion Liquidated Damages. Contractor shall pay County the sum of Five Hundred ($500) Dollars per day for each and every calendar day of unexcused delay in achieving Substantial Completion. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by County, estimated at or before the date of executing this Contract. Liquidated damages are used in this Agreement because time is of the essence. Any ensuring loss suffered by County for delay is not readily ascertainable as of the date of contract execution. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. When County reasonably believes that Substantial Completion will be inexcusably delayed, County shall be entitled to withhold from any amounts due Contractor an amount determined by County to be adequate to recover liquidated damages attributable to such delays. If or when Contractor remedies the delay in achieving Substantial Completion, or any part thereof, for which County has withheld payment, County shall promptly release to Contractor all or a portion of those funds withheld as liquidated damages.

2.3 Term of Contract. Contractor shall commence the Work upon Notice to Proceed. Final Completion, including any punch list, shall be achieved within thirty (30) days of Substantial Completion or Three Hundred Ninety-Five (395) calendar days from Notice to Proceed.
ARTICLE III

CONTRACT CHANGES

3.1 Changes Permitted. Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered by Change Order or Field Order without invalidating the Contract.

3.2 Changes in the Work shall be performed under applicable provisions of this Contract, and Contractor shall proceed promptly with such changes.

3.3 Changes in the Contract Price. Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between County and Contractor as evidenced by (1) the change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (2) Contractor's execution of the Change Order.

3.4 Unit Price. If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of work proposed would cause substantial inequity to County or to Contractor, the applicable unit prices shall be equitably adjusted.

3.5 Effect of Executed Change Order. The execution of a Change Order by Contractor shall constitute conclusive evidence of Contractor's agreement to the ordered changes in the Work, the Contract Price, and the Contract Time. Contractor, by executing the Change Order, waives and forever releases any claim against County for additional time or compensation for matters relating to, arising out of, or resulting from the Work included within or affected by the executed Change Order.

3.6 Notification of Surety. Contractor shall provide surety bonds whereby the Surety waives notice of any change, including changes of time, to the Contract.

ARTICLE IV

CONTRACT PRICE AND COMPLETION

4.1 The Contract Price. County shall pay, and Contractor shall accept, as full and complete payment for all of the Work required herein, ______________________________ ($_______) Dollars. The sum shall constitute the maximum Contract Price, which shall not be modified except by Change Order.

4.2 Schedule of Values. Within ten (10) calendar days of Contract execution, Contractor shall submit to County a Schedule of Values allocating the Contract Price to the various portions of the Work. Contractor's Schedule of Values shall be prepared in a format and supported with data sufficient to allow County to substantiate its accuracy. Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only

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Acct# 325 68700 800700 CP731

Req.# __________
as a basis for Contractor's Applications for Payment and must be approved in writing by County.

4.3 **Payment Procedure.** County shall pay the Contract Price to Contractor as provided below.

4.3 **Progress Payments.** Based upon Contractor's Applications for Payment approved by County, County shall make appropriate progress payments to Contractor toward the Contract Price.

4.4 **Retainage.** To ensure proper performance of the Contract, County will retain five percent (5%) of the amount of each approved Pay Application until the Project is 50% complete provided that Contractor continues to perform satisfactorily and any non-conforming work identified in writing prior to that date has been corrected by Contractor and accepted by County. If County determines Contractor's performance is unsatisfactory, County may reinstate retainage in the amount of five percent (5%) for each subsequent periodic Pay Application until Contractor's performance becomes satisfactory. The Project shall be deemed fifty percent (50%) complete when Contractor's gross Project invoices, excluding the value of materials and fixtures stored off-site, equal or exceed fifty percent (50%) of the value of the contract. The value of materials and fixtures stored on-site shall not exceed twenty percent (20%) of Contractor's gross project invoices for determining whether the Project is fifty percent (50%) complete. Upon fifty percent (50%) completion of the Project, County may also withhold additional retainage from any subsequent periodic payments, not to exceed five percent (5%), to allow County to retain two and one half percent (2 1/2%) total retainage through the completion of the Project. Within sixty (60) days after the submission of a final pay request, County, with written consent of the Surety, shall release to Contractor all retainage on payments held by County if (1) County receives a certificate of Substantial Completion from Contractor, Engineer, or Designer in charge of the Project; or (2) County may release all retainage, less that sum County reasonably estimates necessary to complete all punch lists, when County the use of the Project that is substantially complete. In all situations, County may retain sufficient funds to secure completion of the Project or corrections on any work. If County retains funds, the amount retained shall not exceed two and one half times (2 1/2) the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of Contractor's surety. Retainer provisions contained within Contractor's subcontracts may not exceed the terms and conditions for retainage provided herein. Contractor is further required to satisfy the retainage provisions of N.C.G.S. 143-134.1(b)(2) with regard to subcontracts for early finishing trades (structural steel, piling, caisson and demolition) and to coordinate the release of retainage for such trades from the retainage held from Contractor by County. Nothing shall prevent County from withholding payment to Contractor in addition to the amounts identified herein for unsatisfactory job progress, defective construction, or remedied,
disputed work or third-party claims filed against County or reasonable evidence that a third-party claim will be filed. Payment for stored materials and fixtures shall be conditioned upon Contractor's satisfactory proof to County that County has title to such materials and fixtures and shall include proof of required insurance. Such Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Thereafter, County will review the Application for Payment and may review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. County shall determine the amount properly owed to Contractor. County shall make partial payments of the Contract Price to Contractor within thirty (30) days following County's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by County less such amounts, if any, otherwise owed by Contractor to County or which County shall have the right to withhold as authorized by this Contract.

45  Warranty of Title. Contractor warrants that title to all work covered by an Application for Payment will pass to County no later than at the time of the last payment to Contractor. Contractor further warrants that upon submittal of an Application for Payment, all work for which payments have been received from County shall be free and clear of liens, claims, security interests, or other encumbrances in favor of Contractor or any other person or entity.

46  Subcontractor Payments. Contractor shall promptly pay each subcontractor out of the amount paid to Contractor for such subcontractor's work, the amount to which such subcontractor is entitled. In the event County becomes informed that Contractor has not paid a subcontractor as herein provided, County shall have the right, but not the duty, to issue future payments to Contractor and or subcontractor as joint payees. Such joint payment procedure shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to create any rights in favor of Contractor or subcontractors or to commit County to repeat such payments in the future.

47  Acceptance Not Implied. No progress payment, nor any use or occupancy of the Project by County shall be interpreted to constitute a final acceptance of any Work that is not in full compliance with this Contract.

48  Withheld Payment. County may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, to protect County from loss due to:

   a)  defective Work not remedied by Contractor nor, in the opinion of County, likely to be remedied by Contractor;
b) claims of third parties against County or County's property;
c) failure by Contractor to pay subcontractors;
d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract price;
e) evidence that the Work will not be completed in the time required for Substantial or Final Completion;
f) persistent failure to carry out the Work in accordance with the Contract;
g) damage to County or a third party to whom County is, or may be, liable.

In the event that County makes written demand upon Contractor for amounts previously paid by County as contemplated in this subparagraph, Contractor shall comply within thirty (30) business days of receipt of written demand.

4.9 Completion and Final Payment. When Contractor certifies that the Work is finally complete, Contractor shall submit to the County a list of items completed or corrected. When the County determines that the Work is finally complete, a Certificate of Final Completion will be prepared establishing the date of Final Completion. If the Work is complete in full accordance with this Contract and this Contract has been fully performed, County may proceed with payment. Any guarantees or warranties, express or implied, required by the Contract or arising under law shall commence on the date of Final Completion of the Work. The Certificate of Final Completion shall be submitted to County and Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

4.10 Final Payment Submittals. Contractor shall not be entitled to final payment unless and until it submits to County its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work have been fully paid, that releases and waivers of lien are executed by subcontractors, and the consent of Surety has been obtained. If any third party fails or refuses to provide a release of claim or waiver of lien as required by County, Contractor shall furnish either a bond or monies satisfactory to County to discharge any such lien or indemnify County from liability.

4.11 Final Payment Due. County shall make final payment of all sums due Contractor within ten (10) business days of County's execution of a final Certificate for Payment.

4.12 Contractor Waiver. Acceptance of final payment shall constitute a waiver of all claims against County by Contractor except for documented Contractor's request for final payment.
ARTICLE V.
COUNTY RIGHTS AND DUTIES

51 Information Provided by County. County shall deliver to Contractor, at the time of executing this Contract, all written and tangible materials in its possession concerning conditions below ground at the Project site. County shall furnish a legal description of the Project site, surveys, legal limitations and utility locations. County does not represent, warrant, or guarantee the accuracy of the information either in whole, or in part, implicitly, or explicitly and shall have no liability for the accuracy of information.

52 Excluding permits and fees normally the responsibility of Contractor, County shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

53 County shall furnish Contractor, free of charge, four (4) copies of the Contract Documents for execution of the Work. Contractor shall pay County, $50.00 per additional set of Contract Documents.

54 Right to Stop Work. If Contractor persistently fails or refuses to perform the Work in accordance with this Contract, County may order Contractor to stop the Work immediately.

55 County’s Right to Perform Work. If Contractor’s work is stopped by County, and Contractor fails within seven (7) business days of such stoppage to provide adequate assurance to County that the cause of such stoppage will be eliminated or corrected, then County may, without prejudice to any other rights or remedies County may have against Contractor, proceed to perform the Work. County shall issue an appropriate Change Order deducting from the Contract Price the cost of correcting the deficiencies. If the unpaid portion of the Contract Price is insufficient to cover the amount due County, Contractor shall pay the difference to County within thirty (30) business days.

56 County’s Right to Correct Defects. County shall give Contractor reasonably prompt notice of all observable defects. If Contractor fails to perform corrective work within a time determined by County, County may perform such work and charge Contractor for the costs incurred.

57 No Waiver of County’s Legal Rights. Upon completion of the Work, County will promptly make final inspection and notify Contractor of final acceptance. However, final acceptance shall not preclude or estop County from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall County be precluded or estopped from recovering overpayments from Contractor.
or its surety, or both. A waiver on the part of County of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

58 County May Accept Defective or Nonconforming Work. County may choose to accept defective or nonconforming Work. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate County for its acceptance of defective or nonconforming Work, Contractor shall, upon written demand from County, pay County such remaining compensation for accepting defective or nonconforming Work within thirty (30) business days.

ARTICLE VI
CONTRACTOR DUTIES

61 Consistent with Contractor's continuing duty set forth in Article I, Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data, or Samples for such portion of the Work. If Contractor performs any of the Work knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

62 Contractor shall supervise and direct the Work using Contractor's best skill, effort, and attention. Contractor shall be responsible to County for all acts or omissions of Contractor, its employees, subcontractors, and others engaged in the Work on behalf of Contractor.

63 Warranty. Contractor warrants to County that all labor furnished to progress the Work under this Contract will be competent to perform the tasks to meet the standards of workmanlike quality prevailing in North Carolina, that materials and equipment furnished will be of good quality, new, free from faults and defects, and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. Contractor shall be responsible for all costs, damages and expenses including, but not limited to, penalties, fines and fees that County may incur because of Contractor's failure to perform under this Contract.

64 Supervision. Contractor shall employ and maintain competent supervisory personnel at the Project site. Absent written instruction from Contractor to the contrary, Contractor's designated superintendent shall be deemed Contractor's authorized representative at the site and shall be authorized to accept all communications from County.
65 **Time of Performance Schedule.** Contractor, within ten (10) days of award of Contract, shall submit to County, Contractor's schedule for completing the Work. Contractor's schedule shall be revised no less frequently than monthly, and updated with each Pay Application, and the Schedule shall be revised to reflect unexpected conditions or occurrences related to the entire Project. Document revisions shall be furnished to County for approval. Failure by Contractor to comply strictly with the provisions of this Paragraph shall constitute a material breach of this Contract.

66 Contractor shall continuously maintain at the site, for the benefit of County, one copy of this Contract marked to record on a current basis changes, selections, and modifications made during construction. Additionally, Contractor shall maintain at the site the approved Shop Drawings, Product Data, Samples, and other similar required submittals. Upon Final Completion of the Work, all record documents shall be delivered to County.

67 Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data, or Samples unless and until County shall have approved the documents. Approval by County, however, shall not be evidence that the Work installed pursuant thereto conforms to the requirements of this Contract.

68 **Cleaning the Site and the Project.** Contractor shall keep the site clean during performance of the Work. Upon Final Completion of the Work, Contractor shall clean the site and the Project and remove all waste, together with all of Contractor's property.

69 **Access to Work.** County shall have access to the Work at all times from commencement of the Work through Final Completion. Contractor shall provide access to County when requested.

6:10 **Permits and Licenses.** Contractor shall procure all applicable permits and licenses, including permits and licenses required pursuant to applicable patent and copyright laws, shall pay all charges and fees, and shall give all notices necessary and incidental to the due and lawful prosecution to the work. There will be no charge for County building permits.

6:11 **Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its officers, officials, agents and employees from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by it or anyone for whose acts they may be liable, regardless of whether or not such
liability, claim, damage, loss or expense is caused in part by County, its officers, officials, agents and employees.

**ARTICLE VII**

**INSURANCE**

7.1 **Commercial General Liability.** Contractor shall maintain Commercial General Liability (CGL) with a total limit of not less than $2,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project or the general aggregate shall be twice the required limit. CGL insurance shall be written on Insurance Services Office (ISO) “occurrence” form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products- completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage with respect to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if required by County. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees. The status of County as an additional insured under a CGL obtained in compliance with this Contract shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from the Project site. There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured’s work. Contractor shall maintain CGL and, if necessary Commercial Umbrella Liability (CUL) insurance, both applicable to liability arising out of Contractor’s completed operations, with a limit of not less than $2,000,000 each occurrence for at least three (3) years following substantial completion of the Work. Contractor’s CGL insurance shall be primary as to County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute toward Contractor’s insurance.

72 **The Workers’ Compensation and Employer’s Liability.** Contractor shall maintain Workers’ Compensation as required by the State of North Carolina and Employer’s Liability Insurance. The Employer’s Liability, and if necessary, CUL insurance shall not be less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 policy limit. The Insurer shall agree to waive all rights of subrogation against County, its officers,
officials, agents, and employees for losses arising from the Work performed by Contractor for County.

73 **Business Auto Liability.** Contractor shall maintain Business Auto Liability and, if necessary, CUL insurance with a limit of not less than $1,000,000 combined single limit. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01. Contractor’s Business Auto Liability insurance shall be primary as to County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor’s insurance.

74 **Builders Risk Insurance.** Contractor shall purchase and maintain in force builders risk insurance on the entire work. Such insurance shall be written on a completed value form and in an amount equal to the initial contract sum subject to subsequent modifications of the contract sum. The insurance shall apply on a replacement cost basis. Builders Risk insurance shall name as insureds County, Contractor, and all subcontractors and sub-subcontractors. Builders Risk insurance shall cover the entire work at the site identified in this Contract including reasonable compensation for architects’ services and expenses made necessary by an insured loss. Insured property shall include portions of work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation. Builders Risk Insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30) and shall be endorsed as needed to provide full coverage for loss or damage from collapse including collapse resulting from design error.

Builders Risk Insurance shall include coverage for flood. If property is damaged by the failure of Contractor to maintain Builders Risk or Equipment Breakdown, then Contractor shall bear all reasonable costs properly attributable to that failure.

Partial occupancy or use of the Work upon substantial completion shall not commence until the insurance company or companies providing Builders Risk insurance have consented to such partial occupancy or use. County and Contractor shall take reasonable steps to obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the Work that could lead to cancellation, lapse, or reduction of insurance.
75 Surety Bond - Performance & Payment Bonds. Contractor shall furnish and deliver to County a Payment Bond and a Performance Bond covering the faithful performance and completion of work included in this Contract and payment for all materials and labor furnished or supplied in connection with work included in this Contract. All bonds shall be issued and furnished to County prior to, and as a condition precedent to, commencement of the Work of this Contract. The Payment Bond and Performance Bond shall be furnished on behalf of Contractor, shall name County obligee, and shall be one hundred percent (100%) of the amount of the guaranteed repair and maintenance costs. Such bond(s) shall be solely for the protection of County. The Payment Bond and the Performance Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than A and must be included on the approved list of sureties issued by the United States Department of Treasury. The bond shall remain in effect at least one (1) year after the date when final payment is made. The surety bond must be in the form set forth in N.C.G.S. 44A-33, without any variations therefrom. Contractor shall provide surety bond wherein Surety waives notice of all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the Bond shall not be impaired in any manner due to any modifications, omissions, additions, changes, and advance payments or deferred payments. The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitation.

76 Deductibles and Self-Insured Retentions. Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

77 Miscellaneous Insurance Provisions: Any failure to comply with reporting provisions of the policies listed in this Contract shall not affect coverage provided to County, its officers, officials, agents, and employees. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to New Hanover Risk Management, 230 Government Center Drive, Ste. 125, Wilmington, North Carolina, 28403.

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

78 Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by County.

79 Evidence of Insurance. Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the Work.

dm
Acct# 325 68700 800700 CP731

Req.# ____________
and thereafter upon renewal or replacement of each certified coverage until all the Work under this contract are deemed complete. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract. Insurance maintained after final payment evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the two-year period for which such insurance must be maintained.

7.10 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CCL coverage shall include Independent Contractors’ coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

7.11 Conditions. County may, at its discretion and with the approval of Risk Management and the Finance Department, accept letters of credit or custodial accounts in lieu of specific insurance requirements. Contractor shall warrant that the insurance contributing to the satisfaction of insurance requirements in this Contract and shall not be canceled, terminated, or modified by Contractor without prior written approval of County. Contractor shall promptly notify the New Hanover County Property Management and New Hanover County Risk Management at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage. County reserves the right to obtain complete, certified copies of all required insurance policies. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance. County does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor’s liability under the indemnities granted to County in this Contract. If Contractor fails to maintain the insurance as set forth herein, County shall have the right to purchase said insurance at Contractor’s expense. Contractor agrees to reimburse County for all expenses incurred for such purchase. Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage. County shall have the right to prohibit Contractor or any subcontractor from performing work or services and may withhold payment until required certificates has been received and approved by County.

ARTICLE VIII
CLAIMS

8.1 Claims by Contractor. All Contractor claims shall be initiated by written notice and claim to County. Such written notice and claim must be furnished
within seven (7) calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

82  **Contractor's Duty to Continue Work.** Pending final resolution of any claim of Contractor, Contractor shall diligently proceed with performance of this Contract. The resolution of any claim under this Paragraph shall be reflected by a Change Order executed by County and Contractor.

83  **Claims for Concealed and Unknown Conditions.** Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the Work of the character provided for in this Contract be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) calendar days after the first observance of the condition. As a condition precedent to County having any liability to Contractor for concealed or unknown conditions, Contractor must give County written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by Contractor to make the written notice and claim as provided in this subparagraph shall constitute a waiver by Contractor of any claim arising out of or relating to such concealed or unknown condition.

84  **Claims for Additional Costs.** If Contractor wishes to make a claim for an increase in the Contract Sum, it shall give County written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claim. Such notice shall be given by Contractor before proceeding to execute any additional or changed work. The failure by Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation. No such claim shall be valid unless so made.

8.4.1 In connection with any claim by Contractor against County for compensation in excess of the Contract Price, any liability of County for Contractor's costs shall be strictly limited to direct costs incurred by Contractor and shall in no event include Contractor's indirect costs or consequential damages. County shall not be liable to Contractor for claims of third parties, including subcontractors, unless and until liability of Contractor has been determined in a court of competent jurisdiction.

85  **Claims for Additional Time.** If Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by County or someone acting in County's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of
Contractor to County, for such reasonable time as County may determine by written change order. Any notice and claim for an extension of time by Contractor shall be made not more than seven (7) calendar days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If Contractor fails to make such claim as required in this Subparagraph, any claim for extension of time shall be waived.

8.5.1 If Contractor is delayed in the progress of the Work for any reason, including any act or neglect of County, any of its officers, officials, employers or agents, or any separate contractor employed by County, an extension of time shall be Contractor's exclusive remedy and Contractor waives any right it may otherwise have to damages because of delays or disruptions of any nature whatsoever to all or any part of the Work including, that this provision in itself shall not preclude Contractor from recovering damages for delays solely by acts of County or its officers, officials, agents, or employees.

8.6 Conflict of Interest. No party to this Contract shall acquire or possess any interest, either direct or indirect, in any aspect of the subject property to be constructed or renovated hereunder.

ARTICLE IX
SUBCONTRACTORS

9.1 Subcontractors. A Subcontractor is an entity that has a direct contract with Contractor to perform a portion of the Work.

9.2 Award of Subcontracts. Upon execution of the Contract, Contractor shall furnish County, in writing, the names of persons or entities proposed by Contractor to act as a subcontractor on the Project. County shall within ten (10) calendar days reply to Contractor, in writing, stating any objections County may have to such proposed subcontractor. Contractor shall not enter into a subcontract with a proposed subcontractor to whom County has made timely objection. Contractor shall not be required to subcontract with any party to whom Contractor has objection.

9.2.1 All subcontracts shall afford Contractor rights against the subcontractor, which correspond to those rights afforded to County against Contractor herein, including those rights afforded to County hereunder by the Subparagraphs captioned "Termination by County".

ARTICLE X
TERMINATION

10.1 Termination by Contractor. If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an
act of the Government, through no fault of Contractor or any person or entity working directly or indirectly for Contractor, Contractor may, upon ten (10) calendar days' written notice to County terminate performance under this Contract and recover from County payment for the actual reasonable expenditures of Contractor for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

10.1.1 If County shall persistently or repeatedly fail to perform any material obligation to Contractor for a period of fifteen (15) calendar days after receiving written notice from Contractor of its intent to terminate, Contractor may terminate performance under this Contract by written notice to County. In such event, Contractor shall be entitled to recover from County as though County had terminated Contractor's performance.

102 Termination by County for Convenience. County may for any reason whatsoever terminate performance under this Contract by Contractor for convenience. County shall give written notice of such termination to Contractor specifying when termination becomes effective.

10.2.1 Contractor shall incur no further obligations in connection with the Work and Contractor shall stop Work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. County may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to County or its designee.

10.2.2 Contractor shall transfer title and deliver to County such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights Contractor controls or possesses.

10.2.3 (a) Contractor shall submit a termination claim to County specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by County. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, County shall pay Contractor, an amount derived in accordance with subparagraph [c] below.

(b) County and Contractor may agree to the compensation, if any, due to Contractor.

(c) Absent agreement to the amount due to Contractor, County shall pay Contractor the following amounts:

(i) Contract prices for labor, materials, equipment, and other services accepted under this Contract.

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided
however, that if it appears that Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant hereto.

103 Termination by County for Cause. If Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely and/or competent manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then County may by written notice to Contractor, without prejudice to any other right or remedy, terminate the employment of Contractor and take possession of the site and of all materials owned by County and may finish the Work by whatever methods it may deem expedient. Contractor shall not be entitled to receive any further payment until the Work is finished.

103.1 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for County's additional services and expenses made necessary thereby, such excess shall be paid to Contractor. If such cost exceeds the unpaid balance, Contractor shall pay the difference to County. This obligation for payment shall survive the termination of the Contract.

103.2 In the event County terminates the employment of Contractor for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience.

ARTICLE XI
COMPLIANCE WITH LAWS

11.1 Laws to Be Observed. Contractor shall observe and comply with all Federal and State laws, including Department of Labor Health and Safety Regulations, and all local laws, ordinances and regulations, which in any way affect the Work. Contractor shall have the duty to maintain safety on the job site. OSHA or other Federal, State or Local laws, rules or regulations pertaining to safety shall be the sole responsibility of Contractor. Contractor shall indemnify and hold County harmless for any safety violations assessed against County.

11.2 Underground Damage Prevention. Contractor shall comply with N.C.G.S. Chapter 87, Article 8 and shall be responsible for costs of repair to all utilities damaged during construction.
11.3 **Taxes.** Contractor shall pay all applicable Federal, State, and Local taxes, including sales taxes on all equipment and materials used on the Project. County is qualified to receive all sales taxes paid on the project as a rebate. Contractor shall submit a statement showing the invoice and sales taxes paid to any governmental entity of all materials and equipment used at the Project. A tax statement shall be submitted with each Pay Application and shall be accompanied by an affidavit verifying validation.

11.4 **Contractor Non-Discrimination.** Contractor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the activities that are the subject of this Contract, because of race, creed, color, sex, age, disability, or national origin.

11.5 **Goal for Participation by Minority Businesses.** It is the policy of County that minority businesses shall have the maximum opportunity to participate in the performance of contracts financed with public money including contracts awarded pursuant to the requirements of N.C.G.S Chapter 143, Article 8. County has adopted a ten percent (10%) verifiable goal for participation by minority businesses in the total value of work required by the terms and conditions of this Contract. Contractor covenants and agrees to comply with County policy the provisions of N.C.G.S. Chapter 143, Article 8, and shall follow County guidelines specifying the actions Contractor must take to ensure a good faith effort in the recruitment and selection of minority businesses for participation in this Contract.

11.6 **E-Verify Compliance.** Pursuant to N.C.G.S. 143-133.3, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of contract.

11.7 **Compliance with Federal Law.** If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

**ARTICLE XII**

**INTERPRETATION**

12.1 **Intent and Interpretation.** The intent of this Contract is to require complete, correct, and timely execution of the Work. Any work that may be required, implied, or inferred by the Contract Documents, as necessary to produce the intended result shall be provided by Contractor for the contract price.

12.2 **Law Applied.** All of the terms and conditions contained in the Contract Documents shall be interpreted in accordance with the laws of the State of North Carolina.
123  **Entire Agreement.** This Contract and Contract Documents constitute the entire understanding of the parties. The Contract Documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Special Conditions, Instructions to Bidders, General Conditions, Specifications, and Drawings.

124  **Interpretation and Construction.** When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

12.4.1 The words "include," "includes," or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

12.4.2 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

12.4.3 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of this Contract.

12.5  **Dispute Resolution.** County hereby adopts those dispute resolutions procedures promulgated by the State Building Commission, as amended from time to time by the Commission or County. Said procedures shall be available to address any issues arising out of the contract or construction process wherein the matter in controversy exceeds Fifteen Thousand ($15,000.00) Dollars. Should Contractor herein utilize such dispute resolution procedures it must pay half of all costs incurred by County in conducting the dispute resolution.

12.6  **Arbitration.** Arbitration of claims, disputes, and questions arising under this Contract may only be used when both parties agree to arbitrate. Arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. In no event shall fewer than three (3) arbitrators be used; County and Contractor shall each select one (1) arbitrator and the two (2) arbitrators shall select the third. The award rendered by the arbitrators shall be final, specifically enforceable, and recordable as a judgment in any court having jurisdiction.

12.7  **County Non-Discrimination.** County covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with County’s performance under this Contract on the grounds of race, religion, color, national origin, sex or handicap.
12.8 **Notices.** All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

**To County:**
New Hanover County Property Management  
Attn: Kevin Caison  
200 Division Drive  
Wilmington, NC 28401

**To Contractor:**


12.9 **Contract Under Seal.** The parties hereto expressly agree to create a contract under seal.

IN WITNESS WHEREOF, the parties have affixed their hands and seals and caused the execution of this instrument, by authority duly given and on the day and year first above written.

CONTRACTOR

[CORPORATE SEAL]

________________________________________

President

ATTEST:

________________________________________

Secretary

STATE OF ____________________________

COUNTY OF __________________________

I, , a Notary Public of the State and County aforesaid, certify that , personally came before me this day and acknowledged that (s)he is Secretary of , and that by authority duly

[Signature]

dm
Acct# 325 68700 800700 CP731
given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its official seal and attested by herself as its Secretary.

WITNESS my hand and official seal, this_____day of_______________, 2019.

__________________________
Notary Public

My commission expires: _________________

[REST OF PAGE INTENTIONALLY BLANK.
NEW HANOVER COUNTY DIGITAL SIGNATURE PAGE FOLLOWS EXHIBIT A]
RENOVATION FLOOR PLAN

NEW HANOVER COUNTY
SENIOR RESOURCE CENTER
2222 South College Rd.
Wilmington, NC 28403
5/17/19

PROVIDE DUST-FREE BARRIER BETWEEN CONSTRUCTION PHASES

SEE DETAILS 5, 6, & 7/A5.2 FOR SOFFIT RENOVATION
**SECTION 096519 - WOOD ATHLETIC FLOORING**

**PART 1 - GENERAL**

1. **MANUFACTURERS**

   - A.  General:  Comply with wood athletic flooring manufacturer’s written instructions, but not less than written recommendations of MFMA for application.
   - B.  Resilient Wall Base:  Molded, vented, rubber or vinyl cove base; 4 by 3 inches; with pre-molded outside corners.  Color:  Black.
   - C.  Vapor Retarder:  ASTM D4397, polyethylene sheet not less than 6 mils thick.
   - D.  Fasteners:  Type and size recommended by manufacturer, but not less than those recommended by MFMA for application.
   - E.  Maintenance data.

**PART 2 - PRODUCTS**

1. **FLOORING MATERIALS**

   - A.  Random-Length Strip Flooring:  Northern hard maple (Acer saccharum), kiln dried, random length, tongue and groove, and end matched.
   - B.  Wood Sleepers:  Standard grade; 48 inches long; kiln-dried Eastern hemlock, fir, pine, or spruce.
   - C.  Mondo.
   - D.  Basis-of-Design Product:  Subject to compliance with requirements, provide Connor Floor; Subsidiary of Connor Sport Court International, Duracushion III or comparable product by one of the following:

2. **ACCESSORIES**

   - A.  General:  Provide wood blocking for toilet partitions, grab bars, mirrors, and any other applicable wood finishes in walls, doors, or wood-filled areas.
   - B.  Shop Drawings:  For each type of floor assembly and accessory.  Include plans, elevations, sections, details, and attachments to existing conditions.

**PART 3 - EXECUTION**

1. **SANDING AND FINISHING**

   - A.  Allow installed flooring to acclimate to ambient conditions before sanding.
   - B.  Grind high spots and fill low spots on concrete substrates to produce a maximum 1/8-inch deviation in any direction when checked with a 10-foot straight edge.
   - C.  Remove and replace sanding discs as necessary before removing surfaces to tolerances indicated.
   - D.  Fasteners:  Type and size recommended by manufacturer, but not less than those recommended by MFMA for application.
   - E.  Resurfacing of Maple Gym Floors.
### TOILET ACCESSORY SCHEDULE

#### PART 1 - GENERAL

1. **SUMMARY**: The Schedule includes the following:

   - Toilet and bath accessories.

2. **SUBMITTED PRODUCTS**: All products are indicated on the drawings.

#### PART 2 - PRODUCTS

**1. MANUFACTURERS**: Subject to compliance with requirements, provide products by one of the following:

   - ASI
   - American Specialties, Inc.
   - Bobrick Washroom Equipment, Inc.
   - Bradley Corporation.
   - Brocar Products, Inc.
   - Truebro, Inc.
   - Bobrick, Inc.

**2. MATERIALS**:

   - Mirror Glass: ASTM C 1036, Type I, Class 1, Quality q2, nominal 0.05 inch thick, with silvering, electroplated copper leaf and protective coating complying with ASHRAE 62.2-2007.
   - Metal Edges: Stainless steel.
   - Plate Mirror: Stainless steel, 0.05 inch thick.

3. **INSTALLATION**

   - Install accessories using fasteners appropriate to substrate indicated and recommended by unit manufacturer.

   - Install units level.

   - Mounting: Concealed.

4. **GRAB BARS**

   - **Material**: Stainless steel, 0.05 inch thick.
   - **Basis-of-Design Product**: ASI 18" grab bar, ASI 36" grab bar, ASI 42" grab bar.
   - **Mounting**: Concealed.
   - **Gripping Surfaces**: Slip-resistant texture.
   - **Outside Diameter**: 1-1/2 inches for heavy-duty applications.

5. **PLATE MIRRORS**

   - **Frame**: Frameless.
   - **Size**: 24" x 36".
   - **Material**: Stainless steel, 0.05 inch thick.
   - **Basis-of-Design Product**: ASI.
   - **Mounting**: Concealed.
   - **Gripping Surfaces**: Slip-resistant texture.
   - **Outside Diameter**: 1-1/2 inches for heavy-duty applications.

6. **COUNTERTOPS**

   - **Material**: Laminate.
   - **Toilet and Bath Accessories**: Laminate and plastic laminate.
   - **Countertop**: Laminate, plastic laminate.
   - **Fasteners**: Screws, bolts, and other devices of same material as accessory unit, tamper and theft resistant when indicated.

#### PART 3 - SPECIFICATIONS

1. **RELOCATION**

   - Relocate existing lay-in grid LED to new location, as indicated on drawings.
   - Relocate existing can light to new location, as indicated on drawings.
   - Relocate existing surface mount light to new location, as indicated on drawings.

2. **SINKS**

   - **Steel Sink**: Stainless steel.
   - **Stainless Sink**: Stainless steel.

3. **SENSOR**

   - **Type**: HC Hand.
   - **Location**: Rear of wash basin.

4. **WALL MOUNTED EXIT FIXTURE**

   - **Type**: LED.
   - **Location**: Above exit.

5. **EXIT LIGHT**

   - **Type**: LED.
   - **Location**: Above exit.

6. **WALL MOUNTED LED VANITY LIGHT**

   - **Type**: LED.
   - **Location**: Above mirror.

7. **PENDANT MOUNTED BILLIARD LIGHT**

   - **Type**: Pendant.
   - **Location**: Above pool table.

8. **RELOCATED LAY-IN GRID LED**

   - **Type**: LED.
   - **Location**: New location, as indicated on drawings.

9. **EXISTING CAN LIGHT**

   - **Type**: Can.
   - **Location**: Existing location, as indicated on drawings.

10. **EXISTING LAY-IN GRID LED**

    - **Type**: LED.
    - **Location**: Existing location, as indicated on drawings.

11. **EXISTING SURFACE MOUNT LIGHT**

    - **Type**: Surface Mount.
    - **Location**: Existing location, as indicated on drawings.

12. **ALERT LIGHT**

    - **Type**: Alert.
    - **Location**: Wall.

13. **ALERT LIGHT**

    - **Type**: Alert.
    - **Location**: Ceiling.

14. **WALL MOUNTED EXIT FIXTURE**

    - **Type**: LED.
    - **Location**: Wall.

15. **EXIT LIGHT**

    - **Type**: LED.
    - **Location**: Wall.

16. **WALL MOUNTED LED VANITY LIGHT**

    - **Type**: LED.
    - **Location**: Wall.

17. **PENDANT MOUNTED BILLIARD LIGHT**

    - **Type**: Pendant.
    - **Location**: Wall.

18. **RELOCATED LAY-IN GRID LED**

    - **Type**: LED.
    - **Location**: Wall.

19. **EXISTING CAN LIGHT**

    - **Type**: Can.
    - **Location**: Wall.

20. **EXISTING LAY-IN GRID LED**

    - **Type**: LED.
    - **Location**: Wall.

21. **EXISTING SURFACE MOUNT LIGHT**

    - **Type**: Surface Mount.
    - **Location**: Wall.

22. **ALERT LIGHT**

    - **Type**: Alert.
    - **Location**: Wall.
SECTION A5.2 - Phase 5 Exterior Details

PART 1 - GENERAL
1. Work is to be performed by person holding license to practice architecture in the State of North Carolina.
2. Work is to be performed on an existing building.
3. Work is to be performed in accordance with the Architect's specifications and directions.
4. Work is to be performed in a manner that is consistent with good building practice.

PART 2 - PRODUCTS
3. Fasteners: Stainless-steel nails of sufficient length to penetrate a minimum of 1 inch (25 mm) into substrate.

PART 3 - EXECUTION
1. Examination: Examine substrates for compliance with requirements for installation tolerances and other conditions affecting performance of products and applications indicated.
2. Preparation: Clean finished surfaces according to manufacturer's written instructions and maintain in a clean condition during construction.
3. Adjusting and Cleaning: Adjust and clean siding and related accessories.
4. Installing Siding: Install siding and related accessories according to ASTM D 4756.

PART 4 - EXTRA MATERIALS
1. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. Furnish full lengths of siding including related accessories, in a quantity equal to 2 percent of amount installed.

PART 5 - DURABILITY
1. Warranty: Sample of special warranty.

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mwwilliard@icloud.com
**SECTION 081100 - HOLLOW METAL DOORS AND FRAMES**

### A. 1.1  SUMMARY

- **A. 1.1.1** 1/2" STEEL REQUIREMENTS:
  - All doors and frames to be manufactured of commercial quality, stretcher leveled flatness, cold rolled steel with a minimum yield strength of yield of 50,000 psi. All welds to be made at factory.
- **A. 1.1.2** 1/2" STEEL REQUIREMENTS:
  - All doors and frames to be manufactured of commercial quality, stretcher leveled flatness, cold rolled steel with a minimum yield strength of yield of 50,000 psi. All welds to be made at factory.
- **A. 1.1.3** 1/2" STEEL REQUIREMENTS:
  - All doors and frames to be manufactured of commercial quality, stretcher leveled flatness, cold rolled steel with a minimum yield strength of yield of 50,000 psi. All welds to be made at factory.
- **A. 1.1.4** 1/2" STEEL REQUIREMENTS:
  - All doors and frames to be manufactured of commercial quality, stretcher leveled flatness, cold rolled steel with a minimum yield strength of yield of 50,000 psi. All welds to be made at factory.

### A. 1.2  INSTALLATION

- **A. 1.2.1** INSTALLATION:
  - Installation shall be in accordance with the Uniform Building Code.
  - All doors shall be installed in accordance with the Uniform Building Code.
  - All doors shall be installed in accordance with the Uniform Building Code.
  - All doors shall be installed in accordance with the Uniform Building Code.

### A. 1.3  REPAIRS

- **A. 1.3.1** REPAIRS:
  - All repairs shall be in accordance with the Uniform Building Code.
  - All repairs shall be in accordance with the Uniform Building Code.
  - All repairs shall be in accordance with the Uniform Building Code.
  - All repairs shall be in accordance with the Uniform Building Code.

### A. 1.4  MAINTENANCE

- **A. 1.4.1** MAINTENANCE:
  - Maintenance shall be in accordance with the Uniform Building Code.
  - Maintenance shall be in accordance with the Uniform Building Code.
  - Maintenance shall be in accordance with the Uniform Building Code.
  - Maintenance shall be in accordance with the Uniform Building Code.

### A. 1.5  OBSERVATIONS

- **A. 1.5.1** OBSERVATIONS:
  - Observations shall be in accordance with the Uniform Building Code.
  - Observations shall be in accordance with the Uniform Building Code.
  - Observations shall be in accordance with the Uniform Building Code.
  - Observations shall be in accordance with the Uniform Building Code.

### A. 1.6  TESTING

- **A. 1.6.1** TESTING:
  - Testing shall be in accordance with the Uniform Building Code.
  - Testing shall be in accordance with the Uniform Building Code.
  - Testing shall be in accordance with the Uniform Building Code.
  - Testing shall be in accordance with the Uniform Building Code.

### A. 1.7  INSPECTION

- **A. 1.7.1** INSPECTION:
  - Inspection shall be in accordance with the Uniform Building Code.
  - Inspection shall be in accordance with the Uniform Building Code.
  - Inspection shall be in accordance with the Uniform Building Code.
  - Inspection shall be in accordance with the Uniform Building Code.

### A. 1.8  COMPLIANCE

- **A. 1.8.1** COMPLIANCE:
  - Compliance shall be in accordance with the Uniform Building Code.
  - Compliance shall be in accordance with the Uniform Building Code.
  - Compliance shall be in accordance with the Uniform Building Code.
  - Compliance shall be in accordance with the Uniform Building Code.

### A. 1.9  DATA SHEET

- **A. 1.9.1** DATA SHEET:
  - Data sheet shall be in accordance with the Uniform Building Code.
  - Data sheet shall be in accordance with the Uniform Building Code.
  - Data sheet shall be in accordance with the Uniform Building Code.
  - Data sheet shall be in accordance with the Uniform Building Code.
Before installing wood or resilient flooring, consult manufacturer for recommendations on substrate moisture content requirements.

3.4 POST INSTALLATION

F. TOPPING or SECOND LAYER: A finish coat of SUPER FLOWCRETE may be applied to FLOWCRETE the next day. It is guided squeegee, porcupine(spike) roller, gage rake... DO NOT TROWEL FINISH. Use a trowel or smoother to featheredge or help release air. Entrapped air can often result in bubbles affecting surface texture and cosmetic appearance of material.

2.1 MANUFACTURER

A. Provide a written warranty from the manufacturer against defects of materials for a period of one (1) year.

1.4 WARRANTY

B. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of the product to water and mix for 3 min with a heavy duty drill (>700 rpm) to obtain a lump free mix. DO NOT OVERMIX

2.4 AUXILIARY MATERIALS

A. GENERAL: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.

2.2 INSTALLATION ACCESSORIES

A. Product Data: For each type of product indicated.

2.3 INSTALLATION

A. This Section includes the following:

3.1 PREPARATION

A. Clean Surface: Before installing resilient flooring, the surface must be carefully cleaned, with soap, detergent and water using a non-scratch solution. Rinse thoroughly. Dry with a vacuum and application of a clean and dry cloth. Allow surface to dry a minimum of 48 hours. Do not use any products that will expose the construction of the floor below or any uncoated substrate exposures. Surface should be properly prepared and free from oil, water, dirt, dust, adhesives, and all other contaminants that affect surface finish. If necessary, apply a primer or protective sealer as specified by the manufacturer.

3.2 FLOOR TILE INSTALLATION

A. Embedding and First Coat: For embedding tape and first coat on joints, flanges of trim accessories, and corners between wall and floor. Use an approved primer or contact cement to apply the first coat. Use a straight edge to ensure a flat surface.

3.3 RESILIENT BASE INSTALLATION

E. Installation: Comply with CRI 104, Section 14, “Carpet Modules,” and with carpet tile manufacturer's written installation instructions.

3.1 RESILIENT BASE AND ACCESSORIES

A. Tech FEEDBACK: 10% (rubber, thermoplastic) - Type TP (rubber, thermoplastic).
3.2 INSTALLATION OF INSULATION FOR FRAMED CONSTRUCTION

1.1 SUMMARY

B. METAL (Galvanized)

B. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and applicable to substrates and paint systems indicated.

3.1 EXAMINATION

A. Material Compatibility:

for storage and identified with labels describing contents.

1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."

2. Color and Finish:

3. Overall Unit Thickness: 1 inch (25 mm).

4. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program, as follows:

PART 3 - EXECUTION

D. Colors: As selected by Architect from manufacturer's full range.

1.2 PERFORMANCE REQUIREMENTS

2. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221 (ASTM B 221M).


2. Structural-Test Performance: Provide aluminum-framed systems tested according to ASTM E 330 as follows:

2.1 Test Pressure: 30 psi

2.2 Structural-Test Performance: Provide aluminum-framed systems tested according to ASTM E 330 as follows:

E. Water Penetration under Static Pressure: Provide aluminum-framed systems that do not evidence water penetration through fixed glass or through movement of individual glazing lites to 3/4 inch (19 mm), whichever is less.

F. Structural-Test Performance: Provide aluminum-framed systems tested according to ASTM E 330 as follows:

2.2.4 GLAZING SYSTEMS

2.4.1 Typical System: "Low-E Insulating Glass System" (Exterior):

2.4.2 Typical System: "Low-E Insulating Glass System" (Interior):

1. Glass: Clear, insulating-glass units, argon gas filled, with low-E coating pyrolytic on second surface or sputtered on second or third surface of an interlayer of low-E coated polyethylene. Structures shall be set in accordance with the requirements of the North Carolina Energy Code.

2. Graham Architectural Products Corp.

3. Structural-Test Performance: Provide aluminum-framed systems tested according to ASTM E 330 as follows:

2.2.5 GLAZING SEALS

2.2.5.2 Adhesive Glazing Seals:

1. Inorganic: Silicone, acrylic, polyurethane, or other sealants suitable for structural glazing of aluminum-framed systems.

2. Organic: Acrylic or polyurethane glazing sealants.

2.5 GLAZING PLANE


2. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221 (ASTM B 221M).

PLUMBING DEMOLITION PHASE 3

GENERAL NOTES:
1. EXISTING INFORMATION IS BASED ON A FIELD SURVEY AND EXISTING PLANS. SOME INFORMATION PRESENTED IS ESTIMATED OR ASSUMED. DETAILS, IN CONSTRUCTION, MAY VARY FROM THE INFORMATION PRESENTED IN THE PLANS AND MUST BE CONFIRMED DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE INFORMATION DURING CONSTRUCTION AND THE CONTRACTOR AGREES THAT THEY WILL PREPARE AND PRESENT ANY MODIFICATIONS OF THE PLUMBING WORK FOR REVIEW AND APPROVAL AS DESIGNED.

2. EXISTING ICE MAKER DRAIN LINE TO MAIN EXISTING ICE COLD WATER CONNECTION

3. SEE LID-10 FOR CONTINUATION

PLUMBING RENOVATION PHASE 3

PLUMBING DEMOLITION PHASE 3

ENLARGED DEMOLITION DETAIL

ENLARGED DEMOLITION DETAIL

REVISIONS TO BE PERFORMED BY:
NEW HANOVER COUNTY SENIOR RESOURCES CENTER
2207 South College Rd
Wilmington, NC 28403
(910) 762-3456

PLUMBING PLAN PHASE 3

KEY PLAN

P3.0

DESMIC & ASSOCIATES, P.A.
CONSTRUCTION ENGINEERS
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PHONE: (910) 762-1082
FAX: (910) 762-4958
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MANPOWER NI 00023005688
$3.63610

(approved by)

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PLUMBING DEMOLITION PHASE 3

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PLUMBING SPECIFICATIONS

2000A Overflow Protection in Work Equipment

2. Pumps and fittings used in fire protection systems must have an automatic shut-off feature to prevent water from overflowing into the building.

2000B Hydrostatic Testing

3. All plumbing systems must be hydrostatically tested to ensure their integrity and functionality.

2000C Specifications

4. The specifications for the plumbing system must be approved by the relevant authorities before installation.

2000D Usage

5. The plumbing system must be designed to cater to the anticipated load conditions that the facility will be subjected to.

2000E Construction

6. The construction of the plumbing system must adhere to the construction plans and specifications approved by the relevant authorities.

2000F Operation and Maintenance Manual

7. The operation and maintenance manual must be provided to the facility's occupants for their reference and guidance.

2000G Code Compliance

8. The plumbing system must comply with all relevant building codes and regulations.

2000H Inspection

9. Regular inspections of the plumbing system must be conducted to ensure its continued compliance with the relevant codes and regulations.

2000I Acceptance

10. The acceptance of the plumbing system must be conducted by the relevant authorities to ensure its compliance with the specifications and standards.

NEW HAVEN COUNTY SENIOR RESOURCE CENTER

Plumbing Installations

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801 Old Stagecoach Road
Wallingford, CT 06492
(203) 263-1204
(203) 263-1204

P6.1

00-02-13

NA
KEYED NOTES:

1. Remove existing supply air diffusers. Supply air runs-out to remain and be reused and connected to new supply air diffusers.
2. Remove existing return air registers. Return air run-outs to remain and be reused and connected to new return air registers.
3. Remove existing exhaust registers. Exhaust duct to remain and be reused and connected to new exhaust registers.
4. Existing work in attic to remain.
5. 6" duct up to ventil on roof to remain.
6. Remove existing exhaust fan. Keep and reuse ductwork up to relay on roof or to attic area.
7. Replace air diffusers, return air registers, and exhaust registers as necessary. Size and location.
8. Connect new return air registers to existing ceiling air return. Size and location as necessary. Size and location.
9. Connect new exhaust registers to existing exhaust duct. Size and location as necessary. Size and location.
10. Connect new exhaust fan to existing exhaust duct. Keep and reuse ductwork up to relay on roof or to attic area. Size and location as necessary. Size and location.
11. Connect new return air to existing return air registers. Size and location as necessary. Size and location.
12. Provide transition as necessary to existing systems and field new return and exhaust sizes and sizes. Size and location as necessary. Size and location.
13. Provide new return diffusers and existing registers for new location. Size and location as necessary. Size and location.
14. Provide new return diffusers and existing registers for new location. Size and location as necessary. Size and location.
15. Provide new return diffusers and existing registers for new location. Size and location as necessary. Size and location.
16. Alternate # – See Mechanical Plan 1/4"=1'-0"
### POWER VENTILATOR SCHEDULE

<table>
<thead>
<tr>
<th>SYMBOL</th>
<th>CPM</th>
<th>EXP</th>
<th>RPM</th>
<th>NO.</th>
<th>VOLTAGE</th>
<th>CURRENT</th>
<th>CONTROLLER</th>
<th>REMARKS</th>
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<td>8000</td>
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<tr>
<td>F-3</td>
<td>100</td>
<td>0.1</td>
<td>115</td>
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<td>110-120</td>
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<tr>
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<td>14</td>
<td>110-120</td>
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<td>1D</td>
<td>8000</td>
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<tr>
<td>F-5</td>
<td>200</td>
<td>0.2</td>
<td>115</td>
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<td>110-120</td>
<td>4.5</td>
<td>1D</td>
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<tr>
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<td>110-120</td>
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<td>8000</td>
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### PUMP SCHEDULE - FOR TAB REFERENCE ONLY

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<tr>
<th>SYMBOL</th>
<th>CPM</th>
<th>EXP</th>
<th>RPM</th>
<th>HP</th>
<th>ELECTRICAL</th>
<th>TYPE</th>
<th>VOLTAGE</th>
<th>RULE</th>
<th>OUTLET</th>
<th>REMARKS</th>
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<tbody>
<tr>
<td>F-1</td>
<td>300</td>
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<td>200</td>
<td>27</td>
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<td>220/380</td>
<td>110-220</td>
<td>208</td>
<td>3-60-3</td>
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<tr>
<td>F-2</td>
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<td>0.15</td>
<td>200</td>
<td>23</td>
<td>3-60-3</td>
<td>1D</td>
<td>220/380</td>
<td>110-220</td>
<td>208</td>
<td>3-60-3</td>
</tr>
<tr>
<td>F-3</td>
<td>150</td>
<td>0.1</td>
<td>200</td>
<td>23</td>
<td>3-60-3</td>
<td>1D</td>
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<td>110-220</td>
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### BOILER SCHEDULE

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<tr>
<th>SYMBOL</th>
<th>OUTPUT</th>
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<th>WATER TEMP</th>
<th>FLUID PUMP</th>
<th>BLOWER</th>
<th>PRESSURE</th>
<th>VT</th>
<th>HR</th>
<th>AC</th>
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<tr>
<td>B-1</td>
<td>4300</td>
<td>3350</td>
<td>240°F</td>
<td>150°F</td>
<td>100°F</td>
<td>110°F</td>
<td>200</td>
<td>150</td>
<td>90</td>
<td>460V</td>
<td>110-220</td>
</tr>
<tr>
<td>B-2</td>
<td>5000</td>
<td>3500</td>
<td>240°F</td>
<td>150°F</td>
<td>100°F</td>
<td>110°F</td>
<td>200</td>
<td>150</td>
<td>90</td>
<td>460V</td>
<td>110-220</td>
</tr>
<tr>
<td>B-3</td>
<td>6000</td>
<td>4000</td>
<td>250°F</td>
<td>160°F</td>
<td>110°F</td>
<td>120°F</td>
<td>200</td>
<td>150</td>
<td>90</td>
<td>460V</td>
<td>110-220</td>
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### REGISTER, GRILLE & DIFFUSER SCHEDULE

<table>
<thead>
<tr>
<th>SYMBOL</th>
<th>C.P.M.</th>
<th>WIDTH</th>
<th>TYPE</th>
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</thead>
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<tr>
<td>R-1</td>
<td>120 V</td>
<td>360</td>
<td>1D</td>
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</table>

### PLATE AND FRAME HEAT EXCHANGER SCHEDULE FOR TAB REFERENCE ONLY

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<thead>
<tr>
<th>SYMBOL</th>
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</tr>
</thead>
<tbody>
<tr>
<td>H-1</td>
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### LOUVERED PENTHOUSE SCHMEULE

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<th>CPM</th>
<th>RPM</th>
<th>MIN.</th>
<th>MAX.</th>
<th>VOLTAGE</th>
<th>TYPE</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>L-1</td>
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<td>100</td>
<td>150</td>
<td>150</td>
<td>110-220</td>
<td>1D</td>
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### MECHANICAL SCHEDULE

- **POWER VENTILATOR SCHEDULE**
- **PUMP SCHEDULE**
- **BOILER SCHEDULE**
- **REGISTER, GRILLE & DIFFUSER SCHEDULE**
- **PLATE AND FRAME HEAT EXCHANGER SCHEDULE**
- **LOUVERED PENTHOUSE SCHEDULE**

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(1) **NOTE:** Be aware of the PSO, EPSO, SPSO, and EPSO abbreviations in the schedule. These letters stand for different classification standards and should be carefully reviewed.

(2) **Warning:** Always ensure that the system is turned off before making any maintenance or repair work. The systems are under pressure, and any unauthorized intervention could lead to severe injuries.

(3) **Notice:** When handling any equipment, always wear protective gloves and eye protection. This is particularly important when working with electrical components.

(4) **Caution:** Always ensure that all equipment is properly grounded to avoid electrical shocks and comply with local safety regulations.

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**9/01/19**

**M7.0**
New Hanover County Telecommunications Cabling Guidelines

This document has been prepared by New Hanover County with the specific purpose of setting forth general design criteria for the installation of cabling systems in support of local area networks and IP connectivity that will function as follows:

- Facilitate the collection, transmission, and utilization of data across the community
- Support a multi-protocol and multi-vendor environment
- Ensure the reliability and integrity of data communications

Scope:
- The scope of this document is limited to the use of coaxial, twisted pair, fiber optic, or other media for the transmission of data and information. It is not intended to address the use of power or for the installation of conduit systems. The use of power and conduit systems is covered by other county policies or the local building codes.

Variances:
- The variance from the requirements contained herein shall be subject to the approval of the County Administrator or his designee. Variances shall not be granted without a written request and a specific justification for the variance. The variance request shall be reviewed by the County Administrator or his designee to determine if the variance is necessary and whether it will impact the performance or safety of the system.

Penalties:
- Any variance from the requirements of this document shall be subject to a penalty of $1,000 per violation, unless the violation is corrected within 30 days of notice. The penalty may be increased if a variance is not corrected within the 30-day period.

Compliance:
- Compliance with the requirements of this document is mandatory for all projects funded by the County or that are subject to the County's design, construction, or inspection.

矛盾值
- Any project that deviates from the requirements of this document will be required to correct the deviation at the owner's expense.

违规行为
- All variances from the requirements of this document must be approved by the County Administrator or his designee.

严格遵守
- Failure to comply with the requirements of this document may result in legal action, including but not limited to fines, penalties, and/or legal proceedings.
1 - Phase 2 Electrical Selective Power and System Demolition Plan

SCALE: 1/8" = 1'-0"

2 - Phase 2 Electrical Power and Systems Renovation Plan

SCALE: 1/8" = 1'-0"
1 - Phase 1 Electrical Selective Lighting and Systems Demolition Plan

Scale: 1/8" = 1'-0"

2 - Phase 1 Electrical Lighting and Systems Renovation Plan

Scale: 1/8" = 1'-0"
1 - Phase 3 Electrical Selective Lighting and Systems Demolition Plan

2 - Phase 3 Electrical Lighting and Systems Renovation Plan

Scale: 1/8" = 1'-0"
**NOTES:**

1. **CONTRACTION JOINTS** SHALL BE SPACED AT 10 FOOT INTERVALS. **EXCEPT)** THAT A **10 FOOT** SPACING MAY BE USED WHEN A **MA**CHINE IS USED OR WHEN SUFFICIENT SUPPORT FOR THE **FACE OF THE FORM** CAN BE OBTAINED. **IF** THE USE OF **TEMPLATES** IS **90 FOOT INTERVALS. **JOINT SPACING MAY BE ALTERED BY THE ENGINEER TO PREVENT UNCONTROLLABLE CROWDING.**

2. **CONTRACTION JOINTS MAY BE INSTALLED BY THE USE OF **TEMPLATES OR FORMED BY OTHER **APPROPRIATE METHODS. **SUCH JOINTS ARE NOT FORMED BY **TEMPLATES, A MINIMUM **DEPTHE OF 1 1/2" **SHALL BE OBTAINED.**

3. **ALL CONSTRUCTION JOINTS SHALL BE FILLED WITH JOINT SEALER.**

4. **EXPANSION JOINTS SHALL BE SPACED AT 80 FOOT INTERVALS, AND ADJACENT TO ALL **RIGID OBJECTS.**

5. **JOINTS SHALL MATCH LOCATIONS WITH JOINT IN ADJANCENT SAWCUT.**

6. **CONCRETE SHALL BE 3000 PSI IN 28 DAYS.**

7. **TOP OF **CONCRETE **BELOW CURB AND GUTTER SHALL BE COMPACTED TO 100% **STANDARD PROCTOR DENSITY.**

8. **CONCRETE CURB & GUTTER**

9. **CONCRETE NOTES:**

   1. **UNLESS NOTED OTHERWISE, ALL CONCRETE SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.**

   2. **AGGREGATES SHALL BE NATURAL SAND AND ROCK CONFORMING TO ASTM C33.**

   3. **CEMENT SHALL BE POSTED CEMENT CONFORMING TO ASTM C-150. TYPE I OR II, LOW ALKALI AS REQUIRED TO SATISFY SITE SOIL CONDITIONS AS DETERMINED BY THE PROJECT SOIL ENGINEER.**

   4. **WATER SHALL BE POTABLE, CLEAN AND FREE FROM INJURIOUS AMOUNTS OF OIL, ALKALIS, SALTS, ORGANIC MATERIALS, OR OTHER SUBSTANCES THAT MAY BE HARMFUL TO CONCRETE OR REINFORCEMENT.**

   5. **AGGREGATES TO BE USED IN CONCRETE SHALL BE SUBJECTED TO PRIOR APPROVAL BY THE ENGINEER.**

   6. **MAXIMUM PERMISSIBLE WATER-CEMENT RATIO FOR CONCRETE WHEN STRONGER DATA FROM FORMS, BARS AND OTHER REINFORCEMENTS IS AVAILABLE, THE MIX DESIGN WILL BE MODIFIED TO REACH THE MINIMUM SPECIFIED REQUIREMENTS OF THE SITE SOILS AS DETERMINED BY THE SOILS ENGINEER. **THE LOWER WATER-CEMENT RATIO SHALL GOVERN.**

   7. **CONCRETE SHALL BE CURLED WHILE IN A MOIST CONDITION FOR AT LEAST THE FIRST 7 DAYS.** **AFTER CURING, METHODS FOR ACCELERATED CURING MAY HAVE PRIOR APPROVAL OF THE ENGINEER.**

   8. **THE FOLLOWING MINIMUM CLEAR DISTANCES BETWEEN REINFORCING STEEL AND FACE OF CONCRETE SHALL BE MAINTAINED:**

      - **8" SLABS ON GRADE, FORMED........... CENTER OF SLAB**
      - **8" CONCRETE BELOW GRADE, UNIFORMED AT END OF SLAB**
      - **8" CONCRETE EXPOSED TO WEATHER..................1 1/2"**

**LIGHT DUTY ASPHALT**

**PERVIOUS GRAVEL**

**CURB TAPE**

**MONOLITHIC SIDEWALK DETAIL**

**CONCRETE WHEELSTOP**

**CONCRETE CURB & GUTTER**

**ACCESSIBLE CURB RAMP**

**CONCRETE SIDEWALK**

**NOTE:**

1. **CURB AND GUTTER SHOWS IS NOT PROJECT SPECIFIC. CONTRACTOR SHALL MATCH EXISTING CURB AND GUTTER ON A SITE SPECIFIC BASIS.**

2. **ALONG ACCESSIBLE ROUTE, PROVIDE MINIMUM CURB TAPER REQUIRED FOR MAXIMUM CURB SLOPE OF 5%.**

**EXPANSION JOINT AS NEEDED**

**BUTTER 7/8" THICK**

**COMPACTED SUBGRADE**

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5. **AGGREGATES TO BE USED IN CONCRETE SHALL BE SUBMITTED TO PRIOR APPROVAL BY THE ENGINEER.**

6. **MAXIMUM PERMISSIBLE WATER-CEMENT RATIO FOR CONCRETE WHEN STRONGER DATA FROM FORMS, BARS AND OTHER REINFORCEMENTS IS AVAILABLE, THE MIX DESIGN WILL BE MODIFIED TO REACH THE MINIMUM SPECIFIED REQUIREMENTS OF THE SITE SOILS AS DETERMINED BY THE SOILS ENGINEER. **THE LOWER WATER-CEMENT RATIO SHALL GOVERN.**

7. **CONCRETE SHALL BE CURLED WHILE IN A MOIST CONDITION FOR AT LEAST THE FIRST 7 DAYS.** **AFTER CURING, METHODS FOR ACCELERATED CURING MAY HAVE PRIOR APPROVAL OF THE ENGINEER.**

8. **THE FOLLOWING MINIMUM CLEAR DISTANCES BETWEEN REINFORCING STEEL AND FACE OF CONCRETE SHALL BE MAINTAINED:**

      - **8" SLABS ON GRADE, FORMED........... CENTER OF SLAB**
      - **8" CONCRETE BELOW GRADE, UNIFORMED AT END OF SLAB**
      - **8" CONCRETE EXPOSED TO WEATHER..................1 1/2"**

**LIGHT DUTY ASPHALT**

**PERVIOUS GRAVEL**

**CURB TAPE**

**MONOLITHIC SIDEWALK DETAIL**

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      - **8" CONCRETE BELOW GRADE, UNIFORMED AT END OF SLAB**
      - **8" CONCRETE EXPOSED TO WEATHER..................1 1/2"**
CITY OF WILMINGTON STANDARD HANDICAP SIGNAGE DETAILS

NOTES:
1. ALL 12" X 18" ACCESSIBLE SIGNS (M7-6 & M7-1) SHALL BE MOUNTED AT 7 FEET FROM GROUND TO BOTTOM EDGE OF SIGN FACE.
2. REFER TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) OR U.S. DEPARTMENT OF TRANSPORTATION AND NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SUPPLEMENT.
3. IF ACCESSIBLE ROUTE 2-D RAINED GENERAL AREA, THEN RAMPS ARE REQUIRED AT LOADING ZONE AREA.

HANDICAP SYMBOL:

WHITE PAINTED LINE MARKINGS PROVIDE DIRECTIONAL MARKINGS IN LANE CENTER OF VARIOUS MARKINGS IN VARIOUS PLANS.

NOTE:
*

TRUNCATED DOME SECTION

TRUNCATED DOME PLAN VIEW

NOTES:
1. ALL DETECTABLE WARNING DEVICES USED IN NEW CONSTRUCTION SHALL BE OF A RIDGE PATTERN OR EMBOSSED PRODUCT APPROVED BY THE CITY ENGINEER. IF THE MONTH IS TO BE ALUMINUM ON EXISTING RAMP SHOWN HERE, INSTALLATION AND MATERIALS TO BE APPROVED BY THE CITY ENGINEER.
2. WIDTH OF DETECTABLE WARNING AREA SHALL BE 4 FEET AND VARY WITH WIDTH OF RAMPS.
3. LENGTH OF DETECTABLE WARNING AREA SHALL BE 3 FEET REGARDLESS OF SECTION WIDTH.
4. DETECTABLE WARNING AREA CAN BE SQUARE WHERE USED IN A CURB PATTERN.
5. DETECTABLE WARNING DOMES SHALL BE PLACED ON A SQUARE GRID IN THE PRECEDING DIRECTION OF TRAVEL TO PERMIT RAMPS TO ROLL BETWEEN DOMES.
6. DETECTABLE WARNING AREA SHALL BE 1/2 INCH BLACK IN ALL LOCATIONS.
7. IF RAMPS ARE TO BE TRAINED, RAMPS SHALL BE 4" IN THICK AND CAST FROM 5" PC CONCRETE.
8. RAMPS ARE TO BE PLACED WITH TURN DOWN EDGES EMBEDDED IN CONCRETE TO ELIMINATE TRIP HAZARD.