

## INVITATION TO BID

1. a. Sealed proposals will be received from a list of **invited bidders** by the Building Committee of Clemmons First Baptist Church in the Fellowship Hall Conference Room located at 3530 Clemmons Road, Clemmons, North Carolina 27012 up to **5:00 PM Tuesday, October 3, 2017** and immediately thereafter **privately** opened and read for the furnishing of labor, materials and equipment required for the Clemmons First Baptist Church Narthex Addition located between their Sanctuary and Education Buildings, including all required work described on the plans and specifications for general, mechanical, electrical, and demolition work.

- b. This project includes minor demolition, significantly deep footing excavations and new construction. The demolition includes the removal of some existing wall features in the connector wall lying between the Sanctuary and Education Buildings. The new addition will consist of a 247 sq.ft Narthex, and the renovation of an adjacent 470 sq.ft. foyer. The addition will be constructed of metal stud framing and steel framed roof structure, new EIFS and brick veneer, new storefront framed windows and doors on the exterior. The new narthex addition will be crowned with an existing steeple that is removed, reconditioned, and relocated from the existing adjacent church building roof. Existing lightning protection in the existing steeple shall be extended down to below exterior grade and grounded as required.

The project new construction work includes: typical general construction work (i.e. site work, excavation, concrete floor slab; EIFS and brick veneer on light gage metal stud walls, steel columns and beam framing, Single ply, shingle and metal roofing. Interior finishes include aluminum storefront windows and doors, wood and HM doors, millwork mouldings, painted gypsum board walls, suspended acoustical ceilings, and LVT flooring, etc.); typical HVAC work including the relocation of existing ductwork and ceiling grilles to extend the existing HVAC system; typical Electrical work (including extending the existing electrical service, power wiring for receptacles and equipment, lighting, emergency systems, miscellaneous church related systems such as raceways for Owners sound and data cable systems, etc.)

- c. Single proposals shall be received for the following:

1. General Construction work also includes demolition, HVAC, and electrical work

2. a. After **September 7, 2017**, complete plans, specifications and contract documents will be available for inspection in the following office/locations:

Clemmons First Baptist Church office.  
Associated General Contractors  
Dodge ScanPlan Room  
Reed RCD Document Processing  
RAMSAY BURGIN SMITH ARCHITECTS, INC., Salisbury  
Ramsay Burgin Smith Architects web site [www.rbsarch.com](http://www.rbsarch.com)

- b. **A Pre-Bid Conference for invited General Contractors and prime subcontractors will be held by the Architect at the Church in the Fellowship Hall Conference Room at 10:00 AM, Friday, September 22, 2017 to answer questions pertaining to the project. All Invited bidders are requested to attend.**

Bidders and subcontractors are encouraged to visit the church site and view the church building and grounds prior to bidding. The church office is open from 8:30 AM to 4:30 PM Monday thru Thursday. Please call ahead to the Church office to schedule visits if interior access is needed. PH: 336-766-6486.

- c. Drawings and Specs will be available on the Architect's website: [www.rbsarch.com](http://www.rbsarch.com). Click on "Bidding Projects" for Clemmons First Baptist Church to find contract documents. Invited Bidders list and Addenda will be also posted on the website.

Invited bidders may borrow one complete set of plans and specifications for a Plan Deposit of \$100. These sets of plans and specifications must be returned in good condition within 10 days after date set for bidding to receive the deposit money back.

NOTE: Invited bidder is defined as a properly licensed General Constructor contacted by the Architects on behalf of the Owner who agrees to prepare and submit a bid that if accepted, will contract with the Owners for the work for which their bid was submitted.

- d. An additional set of plans and specifications may be obtained by prime contractors but must be purchased by Contractors. **NO REFUND WILL BE GIVEN FOR COSTS OF EXTRA SETS PURCHASED.** Contractors to contact **Accent Imaging of Hickory, NC at 828-322-5050** for placing orders for extra sets.
  - e. Subcontractors and Material suppliers may view plans online at [www.rbsarch.com](http://www.rbsarch.com) or purchase single sheets of plans from the Architect's printer. Contractors may contact **Accent Imaging of Hickory, N.C. at 828-322-5050**. Subcontractors and Material suppliers are invited to visit the Architect's website, AGC and Dodge plan rooms to ascertain the quantity and specific sheets desired. The Architect will assume no responsibility in selection of required drawings or specification sheets.
3. All Contractors and Subcontractors must have proper license under the State laws governing their respective trades.
  4. Each proposal must be accompanied by a certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than 5% of the proposal. In lieu thereof, a bidder may offer a bid bond of 5% of the bid, executed by a surety company 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. Upon failure to forthwith make payment, the surety will pay to the Obligee an amount equal to the amount of said bond. Said deposit shall be retained by the Owner as liquidated damages in the event of failure of the successful bidder to execute the contract within ten days after the award, or to give satisfactory surety as required by law.
  5. Bonds: Separate Performance and Payment Bonds will be required for one hundred percent (100%) of the contract price. (See Alternate #1 to Omit Performance Bond)
  5. No bid may be withdrawn after time set for receiving bids for a period of forty-five (45) days.
  6. Payment will be made on the basis of 90% of approved monthly estimates of work completed (until a maximum retainage of 5% of the contract amount is reached). Final payment will be made and Final Certificates will be issued upon acceptance of the work.
  7. Owner reserves the right to waive minor informalities and irregularities and to reject any or all proposals.

William R. Burgin, AIA  
RAMSAY BURGIN SMITH ARCHITECTS, INC.  
225 North Main Street, Suite 501  
Salisbury, North Carolina 28144

For:  
Clemmons First Baptist Church  
Clemmons, NC 27012

September 7, 2017

## INSTRUCTIONS TO BIDDERS

### SECTION 1 - SITE CONDITIONS:

Bidders shall inform themselves fully of site conditions relating to construction and labor as well as other pertinent conditions before submitting a proposal.

### SECTION 2. EXAMINATION OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS:

- A. Should a bidder find discrepancies in or omissions from the plans, specifications, and/or contract documents, or should he be in doubt as to their meaning, he should at once notify the Architect who will send written instructions to all bidders. Neither Owner nor Architect will be responsible for any oral instructions.
- B. Every request for such interpretation or clarification shall be in writing addressed to the Architect: RAMSAY BURGIN SMITH ARCHITECTS, INC., 225 North Main Street, Suite 501, Salisbury, North Carolina 28144. **To be given consideration, the request must be received at least five (5) days prior to the bid date of the project. The interpretation and/or supplementary information will be mailed to all prospective bidders not later than three (3) days prior to the date fixed for the receipt of bids.**
- C. Bulletins or Addendum issued and received during the bidding period become a part of the contract documents **and must be acknowledged on the Form of Proposal by all bidders.**

### SECTION 3. PROPOSALS:

- A. Each bid must be submitted on the prescribed form. All blank spaces must be filled in with ink or typewritten in both words and figures.
- B. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder listing their address and license number, and stating that the proposal is for General Construction including Demolition, Mechanical, and Electrical work. Address proposals to the Owner, in care of the Architect, at the place set for opening of bids. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

### SECTION 4. PROCEDURE TO FOLLOW IN EXECUTING CONTRACT DOCUMENTS:

- A. The Form of Proposal on which all bids must be submitted is inserted herewith. A duplicate copy is bound herewith (or can be photo copied by the contractor) for the Contractor's record. The current AIA contract form will be used for Owner-Contractor agreement. Invoices will be presented on appropriate AIA Form G702. See Article 24 of General Conditions.
- B. Signatures: Each Contractor shall execute all copies of the Form of Proposal, Bid Bond, and Contract and Performance Bond.
  - 1. If the contract 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 contract documents are executed by a partnership, that fact shall be evidenced by the words "Co-Partner" appearing after the name of the partner executing them.

3. If the contract 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 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 copy of the contract documents.
4. Signatures shall be properly witnessed.

C. Performance Bond. ( See Alternate #1 to omit the Performance Bond)

1. Where the Performance Bond is executed by an Attorney-in-fact, there shall be attached to each copy of the Performance Bond a certified copy of Power of Attorney properly executed and dated.
2. Each copy of the Performance Bond shall be counter-signed by an authorized individual agent of the Bonding Company licensed to do business in North Carolina (see Section 58-44 General Statutes of North Carolina). The title "Licensed Resident Agent" shall appear after the signature.
3. The seal of the Bonding Company shall be impressed on each copy of the Performance Bond.
4. The Contractor's signature(s) on the Performance Bond shall correspond with that on the Contract.

D. Form of Proposal:

1. Proposals will be received for single prime contractors only for general construction, including demolition, HVAC, and electrical work. See proposal form bound herein.
2. Owner reserves the right to waive irregularities and to reject any or all proposals.
3. Bids must be based on these specifications, addendum, bulletins and working drawings (as listed in Division 1), dated August 2017 Narthex Addition for Clemmons First Baptist Church.

F. Approval of Documents:

Upon completion of the execution of the contract documents, the documents, together with insurance certificates and other pertinent appendages, shall be returned to the Architect for checking and forwarding to the Owner. Following approval by the Owner, documents will be forwarded to the Architect for distribution.

SECTION 5. CONSTRUCTION ADMINISTRATION;

Though this job will be regularly and carefully administered by the Architect, or his representative, and though every reasonable effort will be made to protect the best interest of the Owner, and to assist the Contractor in the interpretation of the contract documents, this project does not include the services of a full-time clerk of the works. The desirability, frequency and timing of the Architect's visits to the site will be decided by the Architect.

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**SINGLE PRIME**

**CONTRACTOR NAME:** \_\_\_\_\_

**CLEMMONS FIRST BAPTIST CHURCH  
NARTHEX ADDITION**

Submitted herewith is my/our proposal for the construction of the NARTHEX ADDITION for CLEMMONS FIRST BAPTIST CHURCH, Clemmons, North Carolina.

**SECTION 1. PRELIMINARY:**

The undersigned, as bidder, hereby declares that the only person(s) interested in this proposal as principal(s) is/are named herein; 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 undersigned bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

If this proposal is accepted, the undersigned bidder proposes and agrees to contract with Clemmons First Baptist Church in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction in full and complete accord with the plans, specifications and contract documents and to the full and complete satisfaction of the Architect and Owner with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and contract documents for the sum of:

BASE BID: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**LIST THE FOLLOWING MAJOR SUBCONTRACTORS USED IN PREPARING THIS BID:**

- Grading: \_\_\_\_\_
- Concrete: \_\_\_\_\_
- Masonry: \_\_\_\_\_
- Steel: \_\_\_\_\_
- Drywall: \_\_\_\_\_
- Painting: \_\_\_\_\_
- Roofing: \_\_\_\_\_
- Alum. Storefront: \_\_\_\_\_
- HVAC: \_\_\_\_\_
- Electrical: \_\_\_\_\_



**SECTION 2. ALTERNATES:**

Each alternate price listing in this proposal shall cover all costs required for this particular part of the work, complete and in place, including all changes, alterations or modifications to surrounding work required to accommodate the substitution, addition, deletion or other change.

The Architect reserves the right to recommend to the Owner the acceptance or rejection of any or all alternates. The Owner reserves the right to accept or reject any or all such recommendations. The Owner further reserves the right to accept or reject alternates in any order they preferred without regard to whether or not their selected order effects bid outcome.

Should any of the alternates as described in the specifications be accepted, the amount written below shall be the amount to "add to" or "deduct from" the Base Bid. Signify the option intended by the words "add" or "deduct" in front of the written figures and the like "plus" or "minus" signs in front of the numerals.

**GENERAL CONTRACT:**

**ALTERNATE #1 - Omit Performance and Payment Bond**

State amount to be deducted to omit providing the 100% Performance and Payment Bond from the project cost.

(DEDUCT) \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**SECTION 3. UNIT PRICES:**

**UNIT PRICE #1: Undercut including compacted refill, per cubic yard:**

This unit price must also include cost of hauling undercut soil from site and hauling structural quality soil to site. Testing costs to determine if soil is structural quality shall be part of unit cost or otherwise part of general contractor's base bid.

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ /cu.yd.)

**NOTE:** This unit price cost will be used to determine the exact Allowance dollar amount figure used by the contractor in their base bid for the **20 cu. yds.** of undercut and compacted refill specified in Division 1 - Allowances.

Testing services for undercut and compacted refill work on site shall be paid for by Owner out of Testing Allowance.

**SECTION 4. COMPLETION OF WORK:**

If the undersigned bidder is notified of the acceptance of this proposal, he agrees to execute a contract for the above stated compensation in the form of the Standard Agreement of the American Institute of Architects and to commence work within ten (10) days after signing of the contract. The undersigned bidder proposes to complete the construction and have the work ready for Final Inspection in 180 calendar days from date of "Commencement of Work".

The undersigned further agrees that in the case of failure on his part to execute the said contract and required bonding within ten (10) consecutive calendar days after written notice of award of the contract has been given, the check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner for this project as liquidated damages for such failure.

**SECTION 5. ADDENDA:**

The undersigned bidder acknowledges receipt of the following addenda:

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

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

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

_____ WITNESS	_____ SIGNATURE AND TITLE
	_____ FIRM NAME
(seal)	_____ ADDRESS
	_____ ADDRESS
	_____ LICENSE NUMBER
	_____ DATE

## SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction," AIA Document A201, Edition, 2007. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

### ARTICLE 1; GENERAL PROVISIONS

#### 1.2 Correlations and Intent of the Contract Documents

Add the following Clauses 1.2.1.1 through 1.2.1.3 to Subparagraph 1.2.1:

**1.2.1.1** In the event of ambiguity or conflict of statement or directive, the contract documents shall be interpreted in this order:

1. (highest) The General Conditions (edition as issued with the project specifications)
2. The Owner-Contractor Agreement
3. The Supplementary Conditions
4. Written Dimensions on the Drawings
5. Large Scale Details on the Drawings
6. Detailed Specifications
7. Small Scale Details on the Drawings

**1.2.1.2** Should the above subparagraph fail to solve the ambiguity or conflict of statement or directive, the Contractor shall have included in the contract price the better quality and/or quantity of work or materials shown or listed.

**1.2.1.3** Items shown on smaller plans and details that are not shown on larger plans and details **ARE STILL PART OF THE WORK**. Only information **IN CONFLICT** between small and large details follows the "Larger plans and details rule" that larger plans and details dictate work.

### ARTICLE 2; OWNER

Delete Subparagraph 2.2.5 and substitute the following subparagraph 2.2.5 (including Clauses 2.2.5.1 through 2.2.5.5):

**2.2.5** The Contractor(s), without cost of copies, will be supplied the following numbers of Contract Documents:

**2.2.5.1** All Contract Documents-- 1 each (General Contractors bid set)

**2.2.5.2** Construction Drawings - 4 complete sets for use by the following:

General Contractor  
HVAC Subcontractor  
Electrical Subcontractor

**2.2.5.3** Specifications - 4 complete sets for use by the following:

General Contractor  
HVAC Subcontractor  
Electrical Subcontractor

**2.2.5.4** Miscellaneous Supplemental Detail Drawings, Addenda, Etc. used in the bid process - 5 copies each item.

**2.2.5.5** In the case of a single General Contractor, all copies listed in these Clauses will be made available to the General Contractor for distribution. Neither the Architect nor Owner shall be responsible for further distribution or the final numbers, which the General Contractor distributes to each subcontractor.

#### **2.4 Owner's Right to Carry out the Work**

Add the following Subparagraph 2.4.2 and Clauses 2.4.2.1 through 2.4.2.7 to Paragraph 2.4:

**2.4.2** The Owner may declare the Contractor in default for any one or more of the following reasons:

- 2.4.2.1** failure to complete the Work within the Contract Time or any extension thereof;
- 2.4.2.2** failure or refusal to comply with an order of the Architect within a reasonable time;
- 2.4.2.3** failure or refusal to remove rejected materials within 30 days;
- 2.4.2.4** failure or refusal to perform anew any defective or unacceptable Work;
- 2.4.2.5** failure to provide a qualified superintendent, competent workers or subcontractors to carry on the Work in an acceptable manner;
- 2.4.2.6** failure to promptly pay subcontractors and material suppliers in a timely manner; or
- 2.4.2.7** if the Contractor abandons the Project for 15 or more days;

### **ARTICLE 3; CONTRACTOR**

#### **3.2 Review of Contract Documents and Field Conditions by Contractor.**

Add the following Clauses 3.2.1.1 and 3.2.1.2 and 3.2.1.3 to Subparagraph 3.2.1

**3.2.1.1** Should detailed information be lacking, Contractor before proceeding with work and if possible before bidding will refer the matter in writing to the Architect for his decision and/or interpretation. If the Engineer's name appears on drawings in question, the contractor shall refer the matter in writing directly to the Engineer. The Contractor and Engineer shall keep the Architect informed with copies of all communications. Final decisions shall be by the Architect. **Should errors or conflicts occur which are not clarified by the Architect, the Contractor is held to have included in the contract price the better quality and/or quantity of work or materials involved.**

**3.2.1.2** Before ordering any materials or doing any work, the contractor shall verify all measurements, grades, levels, and lines at the site and shall be responsible for the correctness of same before starting work. Any differences shall be submitted by written notice to the architect for consideration before continuing the work. No extra changes will be allowed at completion on account of differences between actual dimensions and those indicated on the drawings.

**3.2.1.3** The contractor will not be allowed any extra compensation by reason of lack of familiarity concerning site conditions which site inspection might have disclosed had Contractor fully informed himself prior to bidding.

**3.2.1.4** If in the Contractor's opinion, any work is indicated in the drawings, or is specified in such a manner as will make it impossible to produce first class work, or discrepancy appear between Drawings and Specifications, Contractor shall refer to Architect for interpretation before proceeding with work. Architect will respond with addenda, bulletin drawings, or construction directives as required.

**3.2.1.5** -No work shall be installed that obviously will not work, fit or function in the manner intended. Failure to consult with architect/engineer prior to installing such work will not result in the Owner participating in the cost to have the adjusted such that it will work fit or function properly.

Add the following Clause 3.2.2.1 to Subparagraph 3.2.2:

**3.2.2.1** The Contractor shall assume full responsibility for accuracy of measurements obtained at the site. No extra compensation will be allowed because of differences between actual measurements and dimensions indicated on the Drawings, nor for Contractor's failure to coordinate work with actual field measurements.

### **3.3 Supervision and Construction Procedures**

Add the following Clause 3.3.2.1 to Subparagraph 3.3.2:

**3.3.2.1** Successful completion of the project depends upon the integrity, ability, and interest of the several tradesmen in producing a superior job. The Architect expects Contractor, each subcontractor, and/or craftsman to produce quality results in his own field within the scope of the work outlined by the drawings and specifications that cannot practically cover each construction operation and detail routinely employed by a conscientious craftsman in the normal process of executing his work.

### **3.4 Labor and Material**

Add the following Subparagraphs 3.4.4 through 3.4.7 to Paragraph 3.4:

**3.4.4** During Architect's site visits, Contractor shall furnish necessary incidental mechanics, labor, tools, etc. to assist Architect in observing progress of the work.

**3.4.5** During inspections (Preliminary Final and Final Inspections) Contractor shall furnish necessary mechanics, labor, tools, etc. for thorough inspection of project.

**3.4.6** The Contractor shall provide, maintain, and make available to other contractors, subcontractors and craftsmen, while in place for his own use, scaffolding, temporary stairs, ladders, ramps, runways, hoists, chutes, etc., as required for proper execution of work by all trades, and remove same at completion of job.

**3.4.7** The Contractor shall be responsible for inspection of portions of work already performed under this contract by the Contractor and/or his subcontractors to determine that such portions are in proper condition to receive subsequent work."

### **3.5 Warranty**

Add the following Subparagraphs 3.5.1.

**3.5.1** The warranty period shall be defined as being **one (1) year** after the date of Substantial Completion.

### **3.6 Taxes**

Add the following to Subparagraph 3.6.1 to Paragraph 3.6:

**3.6.1** Pursuant to North Carolina General Statutes, Section 105-164.14, the Owner is eligible for sales and use tax refund on all materials that become a permanent part of the construction. Since the Owner will desires to receive and keep all sales tax refunds the contractor must include these same sales tax charges in his bid price. **NO REFUND OF SALES TAX WILL BE FORWARDED TO THE CONTRACTOR!** The Contractor agrees to provide the Owner documentation that meets the requirements of Sales and Use

Tax Regulations 42 regarding requests for refund of sales and use taxes. Those requirements are outlined below:

- (g) All refund claims must be substantiated by proper documentary proof and only those taxes actually paid by the claimant during the fiscal year covered by the refund claim may be included in the claim.

Any local sales or use taxes included in the claim must be separately stated in the claim for refund. In cases where more than one county's sales and use tax has been paid, a break down must be attached to the claim for refund showing the amount of each county's local tax separately.

To substantiate a refund claim for sales and use taxes paid on purchase of building materials, supplies, fixtures, and equipment by its Contractor, the claimant must secure from such Contractor certified statements setting forth the cost of the property purchases from each vendor and the amount of state and local sales and/or use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of state and local 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 (Owner). Any local sales or use taxes included in the Contractor's statements must be shown separately from the State sales or use taxes. The Contractor's statements must be shown separately from the State sales or use taxes. The Contractor's statements must not contain sales or use taxes paid on purchase of tangible personal property purchased by such Contractors for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure being erected, altered or repaired for the governmental entities as defined by G.S. 105-164.14(c). Examples of property on which sales and use tax has been paid by the Contractor and which should not be included in the Contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc.

The Contractor shall submit notarized sales tax certificates that meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to the Owner.”

### **3.9 Superintendent**

Add the following Subparagraph 3.9.2 to Paragraph 3.9:

**3.9.2** Should the superintendent be changed for the convenience of the Contractor without the Architect's approval, the Contractor agrees to compensate the Architect for the time required to acquaint the new superintendent with previous instructions. Compensation will be in accordance with the OFFICE STANDARD RATE SHEET. A copy of which is attached and incorporated herein by reference.

### **3.10 Contractor' Construction Schedules**

Add the following Clause 3.10.1.1 to Subparagraph 3.10.1:

**3.10.1.1** No application for payment will be approved until the Construction Progress Schedule has been received and approved by the Architect.”

### **3.14 Cutting and Patching**

Add the following Subparagraphs 3.14.1 through 3.14.3 to Paragraph 3.14:

**3.14.1 The General Contractor shall typically provide openings and lintels for other prime contractors and/or subcontractors' work as building construction progresses. The General Contractor shall coordinate with these contractor's and/or subcontractors their requirements prior to beginning construction. Should another prime or subcontractor in need of the opening fail to coordinate the required opening with the General Contractor and there is no evidence on the drawing that an opening is required, the prime or subcontractor involved shall bear the financial responsibility for having the General Contractor provide the required opening in previously constructed work.**

**3.14.2** The General Contractor shall provide all chases, vertical openings, structural framing around same, etc. of proper size as required by subcontractors whether specifically shown or not. Verify locations with Architect prior to constructing same or routing work toward same.

**3.14.3 Openings required in existing walls, floor and roof structure shall be made by the prime contractor whose work requires the passage, unless the opening is specifically called out as General construction work. Openings shall be reasonably sized, made in a clean cut manner, and be supported with a lintel appropriate for the span.**

## **ARTICLE 4; ADMINISTRATION OF THE CONTRACT**

### **4.2 Architects Administration or the Contract**

Add the following Clauses 4.2.4.1 and 4.2.4.2 to Subparagraph 4.2.4:

**4.2.4.1** Should the Contractor perform work directed by the Owner, without the knowledge and approval of the Architect, including but not limited to work relating to artistic effect, code compliance, structures, building plumbing- mechanical- electrical systems performance, and "life safety", **the cost of necessary corrective measures will be borne by the Contractor executing such work.**

**4.2.4.2** The Contractor shall copy Architect on all communications directly with the Owner.

**4.2.4.3** Failure on the part of the Architect to condemn or detect defective material or workmanship shall not relieve the Contractor from liability to make good should it be discovered later or cause damage to the building.

## **ARTICLE 5; SUBCONTRACTORS**

Add new Paragraph 5.5 (including Subparagraphs 5.5.1 through 5.5.4) to ARTICLE 5:

### **5.5 Mutual Responsibility**

**5.5.1** The contractor and subcontractors shall check and verify data contained in drawings, specifications, and work for which they are responsible, as well as the drawings, specifications, and work of other related contractor, subcontractors and/or trades before bidding if possible and again before construction to avoid bidding and/or installation conflicts. **The division of these specifications into sections is not intended to control the Contractor in dividing the work among subcontractors or to limit the scope of work performed by any trade under a given section.** The Architect will not undertake to settle any differences between the Contractor and his Subcontractors as to inclusion of work or materials items. It shall be the Contractor's entire responsibility for the proper coordination and completion of all the work described in these Specifications whether performed by the Contractor or Subcontractors, if any.

**5.5.2** Defects in work by others affecting proper application and/or installation of work, materials, devices, fixtures, and/or appliances, unless reported in writing to Architect and the General Contractor for their action, shall be the responsibility of the contractor or subcontractor failing to make report and corrected at his expense.

**5.5.3** Installation of materials, devices, fixtures, and/or appliances by the contractor or subcontractors is tantamount to his unqualified acceptance and check or related work by others.

**5.5.4** Each Subcontractor shall as a portion of his contract, anticipate and include normal cutting, patching, and digging required for the successful completion of his contract which may not practically be accomplished by the General Contractor as outlined in paragraph 3.14 Cutting and Patching.

## **ARTICLE 7; CHANGES IN THE WORK**

### **7.3. Construction Change Directives**

Add the following Clause 7.3.6.6 to Subparagraph 7.3.6:

**7.3.6.6** The maximum allowance for overhead and profit combined shall not exceed fifteen percent (15%) of net cost for work not sublet by General Contractor; for work sublet, five percent (5%); for work by other Prime Contractors, if applicable, no percent (0%).

## **ARTICLE 8; TIME**

### **8.1 Definitions**

Add the following Clauses 8.1.1.1 and 8.1.1.2 to Subparagraph 8.1.1:

**8.1.1.1** The contractors shall commence work to be performed under this agreement on a date to be specified in written order from the architect (or from the date of the Owner-Contractor Agreement if no such notice is given.) and shall fully complete all work hereunder by:

**TOTAL 180 calendar days ( unless extended by executed Change Order)**

Contract time listed includes normal average number of bad weather days. It shall be Contractor's responsibility to keep accurate records and substantiate Climatic Center records for any possible extension he might later request.

Liquidated Damages shall be assessed and levied against the General Contractor (Single Prime) not attaining substantial completion in the amount of time indicated above. See Liquidated Damage Provision in Specification section 01011 "Summary of the Work".

**8.1.1.2** Normal bad weather days are defined as those days on which precipitation is 0.10 of an inch, or greater; or any 24 hour daylight period the temperature fails to exceed an average of 40 degrees F. The normal bad weather days and any time extension will be based on the Local Climatological Date Sheets compiled and published by National Climatic Center, Asheville, North Carolina. If the total accumulated number of working days lost due to bad weather, from the start of work until the project is completed, exceeds the last 5 year average of bad weather days, the time for completion will be extended by the difference.

The Contractor's claims, if any, for extension of time must be made in writing to the Architect not more than five working days after the Contractor has notice of the delay. Thereafter, the Contractor must provide full details and supporting documentation with regard to the cause of the delay within 15 working days of the initial notice of the delay to the Architect. If either the initial notice or the supporting documentation are not filed with the Architect in writing within the time periods specified, the claim for



delay shall be waived. If the cause for the delay is a continuing one then only one claim is necessary. The Contractor's supporting documentation to the Architect shall include and estimate of the probable effects of the delay on the progress of the Work and the Project Schedule.

Notwithstanding any other provisions of the Contract, Contractor agrees as between and among itself and the Owner, Architect, the General Contractor, and any other AE Representative that the Contractor's right to receive an extension of time pursuant to the provisions of this Paragraph shall be the Contractor's sole and exclusive remedy with regard to any Work and The Contractor hereby waives and releases claims for monetary damages arising out of or related to any such delay or interference, including but not limited to, claims for delay damages, interference damages, impact damages, acceleration damages and any other form of the time-related damages against the Owner and the Design Professional.

## ARTICLE 9; PAYMENTS AND COMPLETION

### 9.3 Applications for Payment

Add the following Clause 9.3.1.3 to Subparagraph 9.3.1:

**9.3.1.3** Prior to reaching a maximum retainage of five percent (5%) of the total contract amount, the Owner will pay ninety percent of the amount due on the Contractor's monthly application for payment. Thereafter the owner will pay one hundred percent (100%) of the Contractor's monthly application for payment amount, holding the 5% maximum retainage as a fixed amount until substantial completion is certified.

The following conditions must be met to qualify for contractual retainage reduction:

1. The project be on or ahead of schedule, and
2. Written permission from the Contractor's bonding company must be submitted.

### 9.8 Substantial Completion

Add the following Subparagraph 9.8.6 to Paragraph 9.8:

9.8.6 Should more than **two** substantial completion inspections be necessary, **the cost of the additional inspections shall be borne by the Contractor**. Compensation will be made for each authorized Owner's representatives involved in these inspections at the rate of \$100.00 per hour or fraction thereof. Compensation to the Architect and his consultants will be accordance with the OFFICE STANDARD RATE SHEET, a copy of which is attached and incorporated herein by reference.

## ARTICLE 11; INSURANCE AND BONDS

### Contractor's Liability Insurance

Add the following Clause 11.1.2.1 to Subparagraph 11.1.2:

**11.1.2.1** The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law.

1. Workers' Compensation:

- |                           |                 |
|---------------------------|-----------------|
| (a) State:                | Statutory       |
| (b) Applicable Federal:   | Statutory       |
| (c) Employer's Liability: | \$ 1,000,000.00 |

2. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) Bodily Injury - including Personal injuries:  
\$ 2,000,000.00 Each Occurrence and Annual Aggregate

(b) Property Damage:  
\$ 2,000,000.00 Each Occurrence and Annual Aggregate

(c) Products and Completed Operations to be maintained  
for twelve months (12) after final payment.

3. Contractual Liability:

(a) Bodily Injury:  
\$ 2,000,000.00 Each Occurrence and Annual Aggregate

(b) Property Damage:  
\$ 2,000,000.00 Each Occurrence and Annual Aggregate

4. Personal Injury, with Employment Exclusion deleted:

\$ 2,000,000.00 Annual Aggregate

5. Comprehensive Automobile Liability:

(a) Bodily Injury:  
\$ 2,000,000.00 Each Person  
\$ 2,000,000.00 Each Occurrence

(b) Property Damage:  
\$ 2,000,000.00 Each Occurrence

Add the following Subparagraph 11.1.4 and 11.1.5 to Paragraph 11.1:

**11.1.4** The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage of limits.

**11.1.5** Provide either in the body of the policy or by appropriate endorsement (rider) to the policy, a clause prohibiting cancellation or amendment of policy until thirty (30) days prior written notice has been sent to both the Architect and Owner of such alterations or cancellation.

**11.3. Property Insurance**

Amend clause 11.3.1.1 to include the purchase of Property Insurance by each prime contractor as part of their contract requirements. Provide Builder's Risk Insurance for amount of project over and above contractor's liability coverage. The insured amount each contractor shall provide shall be as follows:

General Contractor: "all risk" - minimum of General Contract amount.

**11.4 Performance Bond and Payment Bond. (See Alternate #1 for omitting Performance Bond).**

Delete Subparagraph 11.4.1 and substitute the following:

**11.4.1** Performance Bond and Labor and Material Payment Bond are NOT required by Owner. Both bonds shall be in an amount equal to 100 percent of the contract sum and the cost shall be part of the contract price.

Add the following Subparagraphs 11.4.3 and 11.4.4 to Paragraph 11.4:

**11.4.3** The bonds shall be written on the standard AIA forms A311 or form A312; and shall guarantee faithful performance of the contract and shall guarantee payment of all bills for labor and materials when said bills are due, as provided by Article 3 of Chapter 44A of the North Carolina General Statutes.

**11.4.4** The bonds shall remain in full force and effect for at least twelve months after completion of the work and Architect's final Certificate is approved for payment to the Owner.

## **ARTICLE 13; MISCELLANEOUS**

### **13.1 Governing Law**

Delete paragraph 13.1 and substitute the following:

**13.1** This agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this agreement confer exclusive jurisdiction of all disputes arising hereunder upon the **General Courts of Justice of Forsyth County, North Carolina.**

### **13.5 Tests and Inspections**

Add the following Subparagraph 13.5.7 to Paragraph 13.5:

**13.5.7** Mechanical devices, machinery, apparatus, or equipment supplied under contract may be tested by trial usage for a reasonable period as determined by the Architect before final acceptance. Such usage shall not be construed as evidence of acceptance, and no claim for damages, injury, or breakage shall be made if caused by weakness, inaccuracy of structural parts, defective materials or workmanship.

### **13.6 Interest**

Delete paragraph 13.6 and substitute the following:

**13.6** Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at six percent (6%), annually, compounded monthly or the maximum allowed by law **whichever is less.**

## **ARTICLE 14; TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14.4 – Termination by the Owner for Convenience**

Delete Subparagraph 14.4.3 and replace with the following Subparagraphs 14.4.3 and 14.4.4:

**14.4.3** Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits.

**14.4.4** The Owner shall be credited for: (1) payments previously made to the Contractor for the terminated portions of the Work; (2) claims which the Owner has against the Contractor under the Contract Documents; and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

#### **15.4 Arbitration**

Delete Paragraph 15.4.

NOTE: Further, any reference throughout the General Conditions to ARBITRATION or Paragraph 15.4 shall be deemed deleted and of no effect.

### **ADD THE FOLLOWING NEW ARTICLE**

#### **ARTICLE 16; EQUAL OPPORTUNITY**

##### **16.1 Equal Opportunity**

**16.1.1** In connection with the performance of work under this contract or purchase order, the Contractor or supplier agrees as follows:

**16.1.1.1** The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

**16.1.1.2** The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all applicants will receive consideration for employment without regard to race, creed, color, or national origin.

End of SUPPLEMENTARY CONDITIONS