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**PROJECT MANUAL FOR
ENKA MIDDLE SCHOOL RE-ROOF PHASE V**

RFP# 17-20

175 BINGHAM ROAD, ASHEVILLE, NORTH CAROLINA 28806

BID DATE: WEDNESDAY, MAY 20, 2020 at 1:00 pm EST

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**STATE OF NORTH CAROLINA/BUNCOMBE COUNTY SCHOOLS
REQUEST FOR PROPOSAL** **RFP# 17-20**

PROJECT: ENKA MIDDLE SCHOOL RE-ROOF PHASE V

PROJECT DESIGNER: Tim Fierle, Project Manager

ISSUING AGENCY: Buncombe County Schools

ISSUE DATE: May 5, 2020

Sealed proposals subject to the conditions made a part hereof will be received until **1:00 pm EST on Wednesday, May 20, 2020** for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

PRE-BID MEETING: A Pre-Bid meeting has been scheduled for Tuesday, May 12, 2020 at 2:00 pm at Enka Middle School, 390 Asbury Road, Candler, NC 28715. All visitors will meet/check-in at the front of the building outside. *DUE TO THE COVID-19 OUTBREAK, A MINIMUM OF 6 FEET OF SOCIAL DISTANCING WILL BE ENFORCED DURING THE MEETING*****

SEND ALL PROPOSALS DIRECTLY TO THE ADDRESS AS SHOWN BELOW:

Buncombe County Schools, Purchasing Department
175 Bingham Road
Asheville, North Carolina 28806

Direct inquiries concerning this RFP to: Tim Fierle, Director of Facilities Phone: (828) 255-5916
Charles Howard, Proj Eng/Metal Roof Phone: (919) 465-1762
Tiffany McCants, Purchasing Officer Phone: (828) 255-5890

THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. Proposals in one original will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
3. All proposals must be received by the issuing agency no later than the date and time specified on the cover sheet of this RFP.
4. At that date and time the proposals from each responding firm will be opened. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position. Proposals are confidential until such time that award has been made. Thereafter, the Purchasing Department will furnish a bid tab on the district's website.
5. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to Buncombe County Board of Education.
6. Offerors are cautioned that this is a request for offers, not a request to contract, and that Buncombe County Board of Education reserves the unqualified right to reject any and all offers when such rejection is deemed to be in its best interest.

(NOTE: THIS PAGE MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION OF PROPOSAL)

PROPOSAL FORM

ENKA MIDDLE SCHOOL RE-ROOF PHASE V

RFP# 17-20

DUE DATE: Wednesday, May 20, 2020 at 1:00 pm EST

By submitting this proposal, the potential contractor certifies the following:

- ** This proposal is signed by an authorized representative of the firm.
- ** It can obtain and submit to the Owner insurance certificates as required within 5 calendar days after notice of award.
- ** The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- ** All labor costs, direct and indirect, have been determined and included in the proposed cost.
- ** All taxes have been determined and included in the proposed cost.
- ** The offeror has attended the conference (*if applicable*) or conducted a site visit and is aware of prevailing conditions associated with performing these services.
- ** The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days (normally less) from the date of the opening, to furnish the subject services for a cost not to exceed:

BASE BID: Perform all work described on attached drawings "Enka Middle School Phase V Re-Roof 04-08-2020".

\$ _____ dollars and ____/100 (\$ _____).

Addenda received: _____ (Yes/No)

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FED ID No: _____ Type & License #: _____

E-MAIL: _____ MBE Status: _____

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.):

BY: (Signature) _____ TITLE: _____

DATE: _____ (Typed or printed name) _____

End of Proposal Form

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

78615644. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

78615645. **ORAL EXPLANATIONS:** The State/Buncombe County Schools shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.

78615646. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.

78615647. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

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

78615648. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina/Buncombe County Schools will not reimburse any offeror for any costs incurred.

78615649. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 45 days. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delays.

78615650. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

78615651. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State/Buncombe County Schools, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

78615652. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State/Buncombe County Schools when received.

78615653. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

78615654. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

78615655. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

78615656. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Buncombe County Schools invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

The Contractor agrees in particular to maintain open hiring and employment practices and to receive applications for employment in compliance with all requirements of applicable federal, state and local laws and regulations issued pursuant thereto relating to nondiscriminatory hiring and employment practices. Each Prime Contractor shall undertake an affirmative action program to ensure that no person shall be excluded from participation in any employment activities because of age, sex, race, religion, color, national origin or handicap.

78615657. **PROTEST PROCEDURES:** If an offeror wants to protest a contract awarded pursuant to this solicitation, they must submit a written request to the Purchasing Officer, Buncombe County Schools, 175 Bingham Road, or PO Box 16771, Asheville, NC 28806. This request must be received by the Purchasing Division within thirty (30) consecutive calendar days from the date of the contract award and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and award notices are available through the purchasing division or the project designer with contact information as shown on the first page of this solicitation. Offerors may call to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.

16. **TABULATIONS:** Offerors may visit the Buncombe County Schools website for bid tab details at www.buncombeschools.org/purchasing.

17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on the Internet web site: <http://www.state.nc.us/pandc/>.

18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

**NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)**

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

78615732. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined

78615733. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the Agency.

78615734. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.

78615735. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency's Contract Administrator/Project Designer. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.

78615736. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.
In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the State.

Upon the entering of a judgment of bankruptcy or insolvency by or against the Contractor, the Agency may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

78615737. **TERMINATION:** The Agency may terminate this agreement at any time by 15 days' notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.

78615738. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.

78615739. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.

78615740. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.

78615741. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

78615742. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.
The Contractor shall retain all records for a period of three years following completion of the contract.

78615743. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

78615744. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements (permits) that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

78615745. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

78615746. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

- a. Workers Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
- b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
- c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/underinsured motorist; and \$100,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

The Contractor shall furnish a Certificate of Insurance as proof of the above coverages. Certificate will contain provision that the insurance coverages cannot be canceled, reduced in amount or coverage eliminated without 30 days written notice to the Buncombe County Board of Education. Owner's Protective insurance must list the Buncombe County Board of Education as the Certificate Holder and as "additional insured" as it's interest may appear. Owner's approval of Certificate of Insurance does not decrease or relieve the contractor's responsibility for maintaining insurance coverage as required in this Request for Proposal.

78615747. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the agency, or the name of the State of North Carolina as part of any commercial advertising.

78615748. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

78615749. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor.

78615750. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

78615751. **GENERAL INDEMNITY:** The contractor shall hold and save the State/Buncombe County Schools, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State/Buncombe County Schools has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

CONTRACTOR'S SALES TAX REPORT Buncombe County Schools

NC State and Local Sales Taxes Paid

CONTRACTOR: _____ PO#/RFP# 17-20_____

Address: _____ For Period: _____

Invoice Date	Invoice #	Type of Property	NC Tax 4.75%	County Tax 2.25%	Name of County
		TOTAL	\$	\$	

I certify that the above figures do not include any tax paid on supplies, tools and equipment which were used to perform this contract and only includes those building materials, supplies, fixtures and equipment which actually became a part of or annexed to the building or structure, and all of the required sales and use tax have been paid. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

Sworn to and subscribed before me,

This the _____ day of _____, 20_____

Signed

Notary Public

My Commission Expires: _____

Print or Type Name of Above & Title

Seal

NOTE:
This certified statement may be subject to audit.

The North Carolina General Assembly has amended the Statute to provide refunds of sales and use tax to local school units in accordance with the provisions of G.S. 105-164. 14(c) effective with tax paid on or after July 1, 1998.

These refunds are to include the “sales and use taxes paid by contractors on building materials, supplies, fixtures and equipment that become a part of or annexed to a building or structure that is owned or leased by the governmental entity and is being erected, altered or repaired for use by the governmental entity (G.S. 105-164.14).”

Sales and Use Tax Technical Bulletin Section 18-2F specifies: “To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures and equipment by its contractor, the claimant must secure from such contractor certified statements setting forth all of the following information:

- a. the date the property was purchased;
- b. the type of property purchased;
- c. the project for which the property was used;
- d. if the property was purchased in this State, the county in which it was purchased;
- e. if the property was not purchased in this State, the county in which the property was used; and
- f. the amount of sales and use taxes paid.

In the event the contractor makes 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 and the State and local sales and 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 sales and 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. Any local sales or use taxes must be shown separately from the State sales or use taxes. The contractor's statements must not contain sales or use taxes paid on purchases 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 that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by G.S. 105-164.14(c). Examples of property on which sales or use tax has been paid by the contractor and which shall not be included in the contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, repair parts and equipment rentals.

All information requested in these specifications and actual bids shall be entered on enclosed “Request for Proposal” All areas of this document must be completed in full, especially: (1) Name of Company, (2) By (signature), (3) Official Title, and (4) Quotation Date.

ENKA MIDDLE SCHOOL RE-ROOF PHASE V
RFP# 17-20

Project Description: Furnish all labor, materials, equipment and services, incidental and implied, for the Enka Middle School Re-Roof Phase V Project.

Scope: Work shall consist of furnishing all labor, taxes, materials, equipment, services, permits, incidental and implied, to install a complete working system as designed per the attached specifications.

Contractor's Responsibility: The Contractor shall be responsible for the construction site during the performance of the work. The Contractor shall be responsible for all damages to persons and property during the performance of work and shall further provide all necessary safety measures and shall fully comply with all federal state and local laws, building rules, and regulations to prevent accidents or injury to persons or property on or about the location of the work site. This is to include OSHA 1910, General Construction, or those regulations mandated by these specifications. Special attention shall be made to proper barricading of the work area.

Safety Regulations: The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974 Federal Register) which is hereby incorporated in these specifications.

Codes: All work shall be performed in accordance with the specifications and shall comply with North Carolina Building Code, National Electrical Code Underwriters' Rules and Regulations and Federal, State and Local Regulations covering work of this nature. Whenever specifications are more than such laws, codes and regulations, the specifications shall hold. All equipment shall have U. L. labels attached.

Permits: The Contractor shall hold the appropriate license for work to be performed and shall secure all permits required for the job completion, obtain and deliver to Owner, all certification of inspection issued by the authorities having jurisdiction and roofing material manufacturer. Contractor is responsible for paying all costs associated with Buncombe County building permits. All final certificates must be delivered to owner prior to request for final payment.

School Security and Access: Security, safety and protection of the instructional environment are priority concerns of Buncombe County Schools. The Contractor shall confine activities to the work area and shall not engage or interact with students, teachers or staff that is not designated as contact personnel. The Contractor shall screen all employees on-site; and, at the request of the Owner, provide documentation that employees and subcontractors meet standards. The Owner, school staff and Contractor shall designate contact personnel and provide contact information to assist in the resolution of any logistical or safety issues beforehand, or that may arise during construction.

Scheduling: The Contractor must submit a precise time schedule as to when specific work will occur in specific areas within the building. This will be used to coordinate the work with the occupants of the building. The Maintenance Supervisor, Project manager or Principal may alter the schedule at any time to maintain the work process within the facility. Work must be scheduled during hours that are acceptable to each school and the Buncombe County Board of Education shall not incur any additional cost due to scheduling.

All work must be scheduled to avoid conflict with classroom instruction time and Cafeteria operation times. Project should be completed **by November 4, 2020**. *Complete* is defined as: The Contractor has passed the final inspection and a "Certificate of Completion" is issued by authorities having jurisdiction. **Liquidated Damages for Substantial Completion later than November 13, 2020=\$500/day. Liquidated Damages for Final Completion later than December 13, 2020=\$500/day and may run concurrently.**

All permits and inspections will be the responsibility of the contractor, and copies of permits and final inspection will be submitted to Buncombe County Schools prior to final payment.

Workers on Job: All employees of the Contractor shall, while on Buncombe County Board of Education property, act in a professional and courteous manner. All workers shall be expected to wear long pants and shirts while on Board property. Also, all employees of the Contractor must "sign in" in the main office upon entering the facility and must "sign out" upon leaving the property. Any employee of the Contractor may be told to leave the property by either the Principal or the Electrical Supervisor, if they do not follow the above procedure. The employee shall be replaced with another at no additional cost to the Buncombe County Board of Education. Smoking or use of Tobacco products is prohibited on Buncombe County School's property.

In accordance with G.S. 14-208.18, all persons who (1) are required to register under the Sex Offender and Public Protection Program AND (2) have been convicted of certain sexually violent offenses or any offense where the victim was under the age of 16 years at the time of the offense are expressly forbidden to knowingly be present on any property owned or operated by the school system, including school buildings, athletic fields, playgrounds, parking lots, school buses, activity buses or other property of any kind for any reason, including attendance at sporting events or other school related functions, whether before, during or after school hours. It is the responsibility of the Contractor or vendor that their employees and sub-contractors are in accordance with G.S. 14-208.18.

E-Verify: Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

Iran Divestment Act: North Carolina Local Government Units may not enter into contracts with any entity or individual found on the State Treasurer's Iran Final Divestment List N.C.G.S. 143C-6A. By bidding on this project, the bidder certifies it is not listed on the Final Divestment List created by the State Treasurer.

Equipment and Tools: The Contractor shall not use equipment or tools that are owned by the Buncombe County Board of Education. Also, employees of the Buncombe County Board of Education shall not be utilized by the Contractor except for opening locked doors and giving directions.

Materials: All materials stored on site must be stored in a safe and secure manner that does not interfere with the school's daily operation. Buncombe County Board of Education is not responsible for any materials, equipment or tools lost or stolen from the site.

Clean Up: The area of work shall be cleaned daily so that the Buncombe County Board of Education shall not incur any additional costs to make the area suitable for the work process. Also, the Contractor shall utilize no trash receptacles or dumpsters owned by the Buncombe County Board of Education. All trash and removed materials shall be properly disposed of off the property. Onsite dumpsters shall not be used.

Changes during project: Changes during the project shall only be made by written direction signed by the owner. No additional cost to the contract shall be allowed unless accepted in writing by the owner before work has begun.

Price Adjustments:(Term Contracts Only) Any price changes, downwards or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to the other customers.

a. **Notification:** Must be given to Buncombe County Schools, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.

b. **Decreases:** Buncombe County Schools shall receive full proportionate benefit immediately at any time during the contract.

c. **Increases: Consumer Price Index (CPI):** Contract prices for equipment and/or service will remain firm through June 30, 2020. Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a Contractor fails to request CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after Buncombe County Schools receives their written request. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all urban consumers, all items, southern region.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base yearly average (January through December beginning the year 2020); and each (January through December) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All bidders will be capped with a 3% maximum price increase.

d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

Payment: Progress payments will be made for this project.

Final documents required:

1. Letter to the project manager from contractor which states all work is completed and payment is desired.
2. Delivery to owner, copies of all permits, certifications of inspection issued by the authorities having jurisdiction

Performance of Work: All work shall be performed at the highest level of quality. The Owner shall be responsible for determining the quality of work and may notify the Contractor of same. ANY WORK COMPLETED THAT IS NOT SUITABLE TO THE OWNER SHALL BE REPEATED BY THE CONTRACTOR AT NO COST TO THE OWNER. Any damage to existing area or utilities will be the responsibility of the Contractor. NO EXCEPTIONS.

Warranty: All labor, material and equipment shall be warranted for one (1) year from issuance of inspection.

Contractor must adhere to the guidelines within these specifications; failure to do so will result in default of payment by the BCBOE and/or cancelation of this contract.

The Buncombe County Board of Education reserves the right to reject any or all bids or any or no reason.

End of RFP# 17-20

GENERAL CONDITIONS

The General Conditions for the project shall be AIA Document A201-2017, entitled; "General Conditions of the Contract for Construction". A copy of the General Conditions is available from the owner upon request.

END OF GENERAL CONDITIONS

SUPPLEMENTARY GENERAL CONDITIONS - 2019

AMENDMENT (MODIFICATIONS) TO GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION
AIA DOCUMENT A201-2017

NOTE: All references to "Article", "§", and "Section" refer to the matching Article number and Section number in AIA Document A201-2017 General Conditions of the Contract for Construction

1. The General Conditions of the Contract for Construction, AIA Document A201-2017, are altered by the modifications, deletions, additions, and substitutions contained in these Supplementary General Conditions.
2. § 1.1.1 is amended by deleting the words "Agreement between the Owner and Contractor" in the first line of the first sentence and adding "AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor" in their place.
3. § 1.1.2 is amended by adding "(the Contract)" after the last word of the first sentence.

Delete the fourth sentence of the paragraph.

Delete ", however," from the fifth sentence of the paragraph.
4. § 1.1.5 is deleted and replaced with the following:

§ 1.1.5 The Drawings
The Drawings are the technical, graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, including, but not limited to, plans, elevations, sections, details, schedules, diagrams, and other information which defines the requirements for the Work.
5. § 1.1.6 is deleted and replaced with the following:

§ 1.1.6 The Specifications
The Specifications are that portion of the Contract Documents consisting of explicit and detailed written requirements for materials, equipment, systems, standards, and workmanship requirements for the Work, performance standards, specific warranties, and performance of related services.
6. § 1.1.8 is amended by adding the words "and certify termination of the Contract under Section 14.2.2" before the period in the first sentence of the paragraph.
7. A new § 1.1.9 is added as follows:

§ 1.1.9 Project Manual

The Project Manual is a printed volume or volumes assembled for the Work of the Project which includes the bidding or proposal requirements, sample forms, Conditions of the Contract, Specifications and other Contract Documents. The Project Manual is part of the Contract Documents.

8. A new § 1.1.10 is added as follows:

§ 1.1.10 Project Manual Addenda

Project Manual Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding or proposal documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda are part of the Contract Documents.

9. A new § 1.1.11 is added as follows:

§ 1.1.11 Abbreviations

The following abbreviations and their meanings are:

AIA:	American Institute of Architects
ACI:	American Concrete Institute
AHERA:	Asbestos Hazardous Emergency Response Act
AISI:	American Iron and Steel Institute
AISC:	American Institute of Steel Construction
ASA:	American Standards Association
ASTM:	American Society of Testing Materials
AWSC:	American Welding Society Code
CERCLA:	Comprehensive Environmental Response, Compensation, and Liability Act
EPA:	Environmental Protection Agency
NC DEQ	North Carolina Department of Environmental Quality
NC DOI	North Carolina Department of Insurance
FS:	Federal Specification
NEC:	National Electrical Code
NIC:	Not in Contract. Indicates work not to be done by this Contractor under this contract.
OSHA:	Occupational Safety and Health Administration
SPR:	Simplified Practice Recommendation
UL:	Underwriters Laboratories, Inc.

10. A new § 1.2.4 is added as follows:

§ 1.2.4 Current Editions

When the Contract Documents refer to standards, building codes, manufacturers' instructions, or other documents, unless otherwise specified, then the current edition as of the date of execution of the Agreement by the last party to execute said Agreement shall apply. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement and until Final Completion,

pursuant to the terms of the Agreement between Owner and Architect. Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

11. § 1.3 is amended by capitalizing the letter "A" in the word "Articles" and by adding the words "and Sections" after the word "Articles".
12. § 1.5, § 1.5.1, and § 1.5.2 are deleted and replaced with the following § 1.5:

§ 1.5 Ownership and Use of the Contract Documents

The Contract Documents are the property of the Owner which may be used by the Contractor, Subcontractors, materials and equipment suppliers, and service providers for the Project only, and not for other projects or work.

13. § 2.1.1 is deleted and replaced with the following:

§ 2.1.1 The Owner is the body corporate board of education described in the Agreement. The Owner acts through vote of a majority of its board members (hereinafter "the Board") at official meetings of the Board. The Board, by majority vote, is the only representative of the Owner having the power to enter into or amend the Contract, to approve changes in the scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, or to agree to an extension to the dates of Substantial or Final Completion. The Board will act when requested in writing to do so as soon as reasonably possible to avoid undue delays. The Board will designate an authorized representative to act on its behalf for day-to-day operations under the Contract. Unless otherwise designated in the Contract Documents, the Owner's authorized representative shall be the Superintendent of Schools. The Owner's authorized representative, or their delegate, has the authority to approve changes to the Work in accordance with Board Policy 9030. Any such change shall be confirmed in writing between the Contractor and the Owner's Superintendent or designee and notice of such approved changes shall be given to the Board at its next regular meeting. The Architect does not have such authority except as otherwise provided in the Contract Documents. Neither the Architect nor the Contract Documents may rely upon direction of any employee of the Owner who has not been designated in writing by the Superintendent or the Board; the Owner shall not be financially responsible for actions taken by the Architect or the Contractor in reliance upon direction from unauthorized persons.

14. § 2.1.2 is deleted and replaced with the following:

§ 2.1.2 It shall be distinctly understood that no mechanic, Contractor, Subcontractor, material or equipment supplier, supplier of labor services, and suppliers of surveying, engineering, and other professional services shall ever in any manner have, claim, or acquire any lien upon the buildings, equipment, or furnishings or any of the improvements of whatsoever nature or kind so erected or to be erected by virtue of this Contract or upon any of the land on which said buildings or any of its improvements are to be erected, built or situated, such property belonging to a political subdivision of the State of North Carolina.

15. A new § 2.1.3 is added as follows:

§ 2.1.3 The Owner shall require the Contractor, the Subcontractors, the Architect and the Architect's consultants to meet periodically at mutually-agreed-upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants in the performance of the Work.

16. A new § 2.1.4 is added as follows:

§ 2.1.4 The Owner may require that the Contractor use and/or respond to certain Owner furnished forms or inquiries regarding the status of the Work during the course of the Project. From time to time, there may be future revisions, changes, additions, or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

17. A new § 2.1.5 is added as follows:

§ 2.1.5 The Contractor stipulates and agrees that the Owner has no duty to discover any design defects, errors, or omissions whether in the Drawings, Plans, Specifications and other Construction Documents. The Owner will, however, notify the Contractor and the Architect of design defects, errors or omissions of which the Superintendent of the Board or the Board have actual knowledge. By entering into the Contract Documents or any Agreement with any Architect, the Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications or other Construction Documents.

18. §§ 2.2, 2.2.1, 2.2.2, 2.2.3, and 2.2.4 are deleted in their entirety.

19. § 2.3.6 is amended by deleting the words "pursuant to Section 1.5.2" from the sentence.

20. §§ 3.1.1, 3.1.2, and 3.1.3 are amended by deleting the word "Documents" in all three sections.

21. A new § 3.1.4 is added as follows:

§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract;
- .2 that it is able to furnish the tools, materials, supplies, machinery, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

- .3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and
- .4 that the execution of the Contract and its performance thereof are within its duly authorized powers.

22. § 3.2.1 shall be amended by adding the following at the end of the existing paragraph:

The Contractor represents and warrants by submission of a Proposal that he has carefully examined the Project Manual and Addenda, the Contract Documents, any soil test reports, drainage studies, geotechnical or other reports and the site of the Work, and that, from his own investigations, he has satisfied himself as to the nature and location of the Work, the condition of the site, the scope of the Work, weather conditions at the site of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of machinery and equipment and other facilities needed for the performance of the Work, the character, quality, quantity, and availability of labor and Subcontractors required for the Work, the character, quality and quantity of labor required for the Work, the character, quality and quantity of professional services required for the Work, the character, quality, quantity and availability of materials, machinery, equipment and furnishings required for the Work, and all other matters and things which may in any way affect the Work or its performance. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect and the Owner, and the Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work. The Contractor shall not be entitled to any additional time or compensation for the Contractor's failure to visit the site, or any additional Work caused by the Contractor's fault, by improper construction, or by the Contractor's failure to visit the site or to carefully study and compare Contract Documents prior to execution of the Work.

23. § 3.2.2 is amended by deleting "not" and deleting "; however," in the second sentence of the paragraph; adding a period after the word "Documents"; capitalizing the letter "t" in the second sentence following the deleted word "however"; and adding the words "and Owner" after the word "Architect" in the second sentence.

Sec. 3.2.2 is further amended by adding the following at the end of the existing paragraph:
"The Contractor shall not perform any work involving an error, inconsistency, or omission without further instructions from the Architect or revised Contract Documents from the Architect."

24. § 3.2.3 is amended by inserting "Neither the Owner nor" at the beginning of the paragraph; changing the upper case "T" to a lower case "t" for the word "The"; delete "not" in the first line of the paragraph; add "and Owner" following the words "report to the Architect".

25. § 3.2.4 is amended by adding the following at the beginning of the existing paragraph:

If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or to honor its warranties, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and the Owner in writing, providing substantiation for its position. Any necessary changes in the Work, including substitutions, shall be accomplished by appropriate Modification.

Add the words "changes in the Work," after the words "because of" and a comma after the word "clarifications" in the original first sentence;

Add the words "or this section" after the number 3.2.3 in both the original first sentence and the original second sentence;

Add the words "and the Contractor shall not be entitled to additional compensation or time for performance of the Work." at the end of the original second sentence.

26. Add a new § 3.2.5 as follows:

§ 3.2.5 Prior to performing any Work, the Contractor shall locate all utility lines as shown and located on the plans and specifications, including telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, but not limited to, all buried pipelines and buried telephone cables, and shall perform any Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines during its Work, and shall be responsible for any loss, damage or extra expense resulting from such damage. Repairs shall be made immediately to restore all service. Any delay for such break shall be attributable to the Contractor. In addition, the Contractor shall review appropriate AHERA and hazardous material surveys for the Project, and shall notify all Subcontractors and Sub-Subcontractors of the necessity to review said surveys. The Contractor shall perform any Work in such a manner as to avoid damaging, exposing, or dislodging any asbestos-containing materials or other hazardous materials that are clearly identified and located in AHERA and other hazardous material surveys. Before performing any portion of the Work, the Contractor shall fully investigate all physical aspects of the Project Site and verify all dimensions, measurements, property lines, grades, and elevations, existing improvements, and general suitability of existing conditions at the Project site.

27. Add a new § 3.2.6 as follows:

§ 3.2.6 The Contractor shall arrange meetings prior to commencement of the Work of all major Subcontractors to allow the Subcontractors to demonstrate an understanding of the Work and Contract Documents to the Architect and to allow the Subcontractors to ask for interpretations, when necessary. Each major Subcontractor shall review the Project Manual and the Construction Documents and shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed.

28. Add a new § 3.3.4 as follows:

§ 3.3.4 The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all trades and Subcontractors. The Contractor shall develop and maintain a schedule of critical path construction activities for the Work. This critical path schedule shall be updated at least bi-monthly and presented to the Architect upon request.

29. Add a new § 3.3.5 as follows:

§ 3.3.5 The Contractor shall review Subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity, including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances and manufacturers' instructions which shall include the obligation to provide for the safety of their employees, other persons, and property and the requirements to maintain a work environment free of recognized hazards.

30. Add a new § 3.3.6 as follows:

§ 3.3.6 It is understood and agreed that the relationship of the Contractor to the Owner shall be that of an independent Contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make the Contractor the agent, servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between the Owner and the Contractor. Any direction or instruction by the Owner or any of its authorized representatives in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect the Contractor's independent Contractor status.

31. **§ 3.4.1** is amended by adding "qualified, careful, and efficient workers and" in the first sentence before "labor", and after "labor" add "eligible to work in accordance with state and federal law".

At the end of the original paragraph of § 3.4.1 add the following:

Before ordering any material or doing any Work, the Contractor shall verify that all dimensions specified in the Drawings, Specifications and other Construction Documents are consistent with all actual dimensions in the field. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies exist and the Architect was not notified beforehand, then costs to correct and/or replace ordered materials shall be borne by the Contractor. This subsection does not relieve the Architect of any contractual duties owed to the Owner.

32. **§ 3.4.2** is amended by adding "prior written" before "consent of the Owner".

33. A new § 3.4.4 is added as follows:

§ 3.4.4 Including, but not limited to, the specific requirements of § 3.3.5 and Article 10, the Contractor, its Subcontractors and vendors shall bear responsibility for compliance with all federal, state and local laws, regulations, guidelines, and ordinances pertaining to safety of persons and property applicable to the Work. The Contractor further recognizes that the Owner

and the Architect do not owe the Contractor any duty to supervise or direct its work so as to protect the Contractor from the consequences of its own conduct.

34. § 3.5 is amended as follows:

§ 3.5 shall be amended by changing the section title "WARRANTY" to "WARRANTIES AND GUARANTEES".

35. § 3.5.1 is amended by adding the following language after the original second sentence in subsection 3.5.1:

The Contractor further warrants and guarantees that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction projects similar to the Project, except to the extent the Contract Documents expressly specify a higher standard, in which case the standard shall be the higher standard. All material shall be installed in a true and straight alignment, level and plumb, patterns shall be uniform, and joining of materials shall be flush and level, unless otherwise directed in writing by the Architect.

Delete the words "or equipment" and replace with "systems, machinery, equipment or components" in the original third sentence of § 3.5.1.

Change the word "may" to "will" in the original third sentence of § 3.5.1.

36. § 3.5.2 is amended as follows:

Delete the words "in accordance with § 9.8.4" and substitute the words "on the date of Final Completion as provided in § 9.10".

Add the following paragraph following the first sentence of the section:

All specified express warranties required by the Contract Documents on workmanship, equipment, machinery, materials, systems, or components shall be submitted in writing to the Architect for delivery to the Owner no later than the date of Final Completion. Unless specified otherwise, all warranties shall run from the date of Final Completion for a period of three (3) years. Warranties under Section 3.5.1 are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

37. Add a new § 3.5.3 as follows:

§ 3.5.3 Upon written notice from the Owner or the Architect, the Contractor shall promptly remedy defects in the Work as covered by applicable warranties. If the Contractor does not respond to the written notice within ten (10) days of Contractor's receipt of a written notice, either by beginning corrective work or notifying the Owner in writing regarding when corrective work will begin, the Owner may take measures to correct the Work and the Contractor will be obligated to reimburse the Owner's costs including reasonable consultant, engineering and legal fees. The

provisions of this subparagraph shall be in addition to, and not in lieu of, any other rights and remedies available to the Owner.

38. Add a new § 3.5.4 as follows:

§ 3.5.4 The Contractor agrees to perform the Work in such manner so as to preserve any and all manufacturers, suppliers, installers', material, and performance warranties.

39. Add a new § 3.5.5 as follows:

§ 3.5.5 The warranties of the Contractor provided in Section 3.5 shall in no way limit or abridge the warranties of the manufacturers, suppliers, and installers of materials, machinery, equipment, systems or components, performance warranties, and process warranties which are to comprise a portion of the Work and all such warranties shall be in form and substance as required by Contract Documents. The Contractor shall take no action or fail to act in any way which results in the denial, termination, or expiration of such third-party warranties or which otherwise results in prejudice to the rights of the Owner under such warranties. The Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the suppliers, manufacturers, and installers of such materials, machinery, systems, and equipment whereby the Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

40. Add a new § 3.5.6 s as follows:

§ 3.5.6 Prior to Final Completion of the Work, and as a requirement for achieving Final Completion the Contractor shall:

- .1 Obtain duplicate originals of all warranties, executed by the Contractor and all Subcontractors, manufacturers, suppliers, and installers, making the dates of beginning of the warranties the Date of Final Completion unless otherwise required by the Contract Documents;
- .2 Verify that the documents are in proper form, contain full information, and have been signed by the proper parties with full authority to sign the same;
- .3 Co-sign or sign warranties when required;
- .4 Bind all warranties in an 8-1/2 x 11 inch three-ring binder, with hardback, cleanable, plastic covers;
- .5 Label the cover of each binder with a typed or printed label entitled "WARRANTIES", along with the title of the Project, name, address and telephone number of the Contractor, and name of its responsible principal;
- .6 Include a Table of Contents, with each item identified, and with the name, address, and telephone numbers of each party executing the warranty;

- .7 Separate each warranty with index tab sheets keyed to the Table of Contents listing;
- .8 Deliver warranties in the form described above, to the Architect who will review same prior to submission to the Owner and who will then submit the same to the Owner.

41. § 3.11 is amended by adding "field test records, inspection certificates or records, manufacturers' certificates," after "Shop Drawings," in the first sentence and by adding "at all times" in the second sentence after "Architect and Owner".

42. § 3.12.2 is deleted and replaced with the following:

§ 3.12.2 Product Data consists of written, printed, drawn, sound recording, video recording, computer generated, electronic or any other form of communication created by manufacturers, suppliers, testing organizations, standards organizations, manufacturer and supplier associations and trade groups, and similar creators of such communications, regarding materials, equipment, machinery, systems, processes and the components thereof, and regarding the installation, use, testing, operation, service, and maintenance thereof. By way of illustration, but not excluding other forms of such communication, Product Data is found in:

- | | |
|----------------------------------|-----------------------------------|
| Manufacturer's Recommendations | Installer Experience Requirements |
| Manufacturer's Instructions | Test Data |
| Installation Manuals | Performance Data |
| Construction Manuals | Product Diagrams |
| Product Manuals | Product Drawings |
| Operation Manuals | Performance Charts |
| Product Specifications | Instructions |
| Product Descriptions | Brochures |
| Manufacturer's Requirements | Illustrations |
| Production Information | Assembly Instructions |
| Installer Licensing Requirements | Charts |
| Installer Training Requirements | |

43. § 3.12.4 is amended by deleting the last sentence of the paragraph and substituting the following: "Informational submittals upon which the Architect is not expected to take responsive action shall be retained by the Architect and preserved for a period of ten (10) years following Final Completion."

44. § 3.12.5 is amended by deleting the word "approved" in the two places it appears in the third line of the paragraph and substituting the word "required" in each place.

45. § 3.12.8 is amended by adding the words "and in accordance with the informational submittals upon which the Architect is not expected to take responsive action" following the words "approved submittals" in the first sentence.

46. § 3.12.10 is amended by deleting the last sentence of the paragraph.

47. § 3.15.1 is amended by adding ", on a daily basis," after "Contractor" in the first line of the first sentence.

Add the following after the first sentence of the section:

The Contractor shall provide on-site containers for the collection of waste materials, debris, of all such materials at legal disposal areas away from the Project site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces.

Add the following at the end of the existing paragraph of the section:

Immediately after unpacking materials, equipment and machinery, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building. Care shall be taken not to mark, soil, or otherwise deface any finish. In the event that any finish becomes defaced in any way the Contractor or any of its Subcontractors shall clean and restore such surfaces to their original condition.

48. Add a new § 3.15.3 as follows:

§ 3.15.3 The Contractor shall be responsible for the protection of the Work. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean the exterior and interior surfaces exposed to view, remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces, polish transparent and glossy surfaces, clean equipment and fixtures to a sanitary condition, replace air filters in mechanical equipment, clean roofs, gutters, and downspouts, remove obstructions and flush debris from drainage systems, clean site, sweep paved areas and rake clean other surfaces, remove trash and surplus materials from the site, clean and polish all floors, clean and polish all hardware, and repair all Work damaged during cleaning.

49. Add a new § 3.15.4 as follows:

§ 3.15.4 After Substantial Completion and prior to Final Completion, the Contractor shall; (1) employ skilled workers for final cleaning, (2) remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight-exposed interior and exterior surfaces, (3) wash and shine glazing and mirrors, (4) polish glossy surfaces to a clear shine, (5) vacuum clean carpeted and similar soft surfaces, (6) clean (damp mop with clean mop and water) resilient and hard surface floors repeating as necessary until no visible residue remains on floors, (7) clean plumbing fixtures to a sanitary condition, (8) clean surfaces of all equipment and remove excess lubrication, (9) clean permanent filters and replace disposable filters in ventilating systems if units were operated during construction and clean ducts, blowers, and coils, (10) clean light fixtures, (11) remove waste, foreign matter and debris from roofs, gutters, downspouts, yard drains, and drainage ways, (12) remove waste, debris and surplus materials from the site, (13) remove the stains, spills and foreign substances from paved areas, and (14) broom clean exterior concrete and paved surfaces and rake clean the grounds.

50. § 4.2.1 is amended by deleting the words "date the Architect issues the final Certificate for Payment" and substituting the words "end of the one-year period for correction pursuant to Section 12.2.2".

51. § 4.2.6 is amended by replacing "has authority to" with "shall" in the first sentence.

At the end of the existing paragraph add the following:

The Architect and the Contractor shall promptly notify, orally and in writing, the other party and the Owner of any fault or defect in the Work or nonconformance of the Work with the Contract Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and the Owner of those corrective actions they respectively take; provided, however, the Contractor shall have no duty to notify the Owner of discoveries made or actions taken by the Architect.

52. § 4.2.9 is amended as follows:

Capitalize the letters "f" and "c" in the words "final completion" in the first phrase.
Add the words "and Final Completion" before the word "pursuant" in the second phrase.
Add the words "and Section 9.10" after the words "Section 9.8" in the second phrase.

53. § 4.2.11 is amended in the first line by deleting "decide matters" and replacing it with "make recommendations".

54. § 4.2.12 is amended in the first line by deleting "and decision" and replacing it with "or recommendations" and placing a period after "Contractor" in the second sentence and deleting all of the remaining language to the end of the paragraph.

55. § 5.1.2 is amended by deleting the first sentence and replacing it with the following: "A Sub-Subcontractor is a person or entity of a lower tier than a Subcontractor who has a direct or indirect contract with a Subcontractor or with another Sub-Subcontractor."

56. A new § 5.2.5 is added as follows:

§ 5.2.5 Each Contractor, Subcontractor and Sub-Subcontractor shall be required to completely familiarize themselves with the plans and specifications, to visit the Work site to completely familiarize themselves with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sums shall be allowed for failure to so inspect and investigate.

57. § 5.3 is amended by adding "§ 5.3.1" at the beginning of the original paragraph. The following new sentence is added after the first sentence of § 5.3.1: "The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, except as provided below."

58. Add a new § 5.3.2 as follows:

§ 5.3.2 All agreements between the Contractor and Subcontractors shall state that the Owner "is an intended third-party beneficiary of this Contract." Consistent with third-party beneficiary status, neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors and Sub-Subcontractors.

59. Add a new § 5.3.3 as follows:

§ 5.3.3 The Contractor shall require any potential Subcontractor to disclose to the Contractor any ownership interest or familial relationship between or among the Contractor, the Architect, the Owner and the potential Subcontractor prior to entering into a subcontract. The Contractor shall report to the Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated Subcontractor.

60. § 6.1.1 is amended by placing a period after the word "forces" in the second sentence and deleting the remainder of the second sentence after the period.

61. § 6.1.2 is deleted in its entirety.

62. § 6.1.4 is deleted in its entirety.

63. Add a new § 7.1.4 as follows:

§ 7.1.4 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit or fee mark-up when changes to the Work are funded by one of the Allowances.

64. Add a new § 7.2.2 as follows:

§ 7.2.2 The Contractor expressly agrees that the acceptance of a Change Order by the Contractor constitutes full accord and satisfaction and release of any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.

65. Add a new § 7.3.11 as follows:

§ 7.3.11 The Owner and the Contractor mutually agree that the fixed or percentage fee calculations shall not exceed the following:

- .1 for any Work performed by the Contractor's own forces, 15% of the costs of the change in the Work exclusive of overhead and profit;
- .2 for any Work performed by a Subcontractor or Sub-subcontractor, an amount not to exceed 22.5% of the costs of the change exclusive of overhead and profit, with 15% of that amount assigned to the Contractor and 7.5% assigned to the Subcontractor or Sub-subcontractor.

66. Add a new § 7.5 as follows:

§ 7.5 Items Excluded from Adjustments in the Contract Sum

§ 7.5.1 Costs for all changes in the Work shall not include the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

§ 7.5.2 Costs due to the fault or negligence of the Contractor, Subcontractors, and Sub-subcontractors, anyone directly or indirectly employed by any of them, or for whose acts and omissions any of them may be liable, including but not limited to costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good any damage to property which is not part of the Work or the Project shall not be included in any increase in the Contract Sum

67. Add a new § 7.6 as follows:

§ 7.6 Records and Accounts of Changes

The Contractor shall check all materials, equipment, and labor entering into the Work as a result of changes in the Work and shall keep full and detailed accounts and records of quantities, prices, and costs thereof satisfactory to the Architect and the Owner. The Architect and the Owner shall have full access to all of the Contractor's accounts and records relating to changes in the Work, including but not limited to receipts, vouchers, cancelled checks, requests for quotations, quotations, requests for information, information, invoices, correspondence, memoranda, drawings, purchase orders, reports, inspections, instructions, change orders with Subcontractors and Sub-subcontractors and similar data.

68. § 8.1.2 is amended by deleting "established in the Agreement" and replacing it with the following language:

established in the written Notice to Proceed issued by the Architect. The Notice to Proceed shall not be issued by the Architect until the Agreement has been signed by the Contractor, representative, and the Owner and the Architect have received, and approved as to form, all required payment and performance bonds and insurance, in compliance with Article 11. Issuance of the Notice to Proceed shall not relieve the Contractor of its responsibility to comply with Article 11.

69. § 8.1.3 is amended by adding the following new sentence after the first sentence:

The date of Final Completion is the date certified by the Architect in accordance with Paragraph 9.10. Unless otherwise agreed in writing by the Owner, the Contractor agrees that Final Completion shall occur not more than thirty (30) days after the date of Substantial Completion.

70. § 8.2.3 is amended by adding the words "and Final Completion" after the words "Substantial Completion".

71. Add a new § 8.2.4 as follows:

§ 8.2.4 The Contractor is subject to damages, as specified in Article 4 of AIA Document A101-2017 Standard Form of Agreement Between Owner and Architect if the Work is not completed by the dates of Substantial Completion and Final Completion.

72. § 8.3.1 is deleted and replaced with the following

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the work; (3) by governmental actions, fire, adverse weather conditions documented in accordance with Section 15.1.6.2; (4) by delay authorized in writing by the Owner; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time may be extended for such reasonable time as the Architect and the Owner may determine.

73. § 8.3.3 is deleted and replaced with the following:

§ 8.3.3 This Agreement does not permit the recovery by the Contractor of monetary damages, including, without limitation, extended home office overhead expenses, general conditions, consequential damages, or other compensable damages for delay or disruption or for extensions of time due to bad weather or acts of God, unless caused solely by the Owner or its Agent. In the event that a delay, disruption or extension of time beyond the contract dates for Substantial Completion or Final Completion is caused solely by the Owner or its Agent, then the Contractor may claim actual direct expenses that have only been incurred as a direct result thereof.

74. § 9.3.1 is amended by deleting the words ", if required," in both the first and second sentences.

75. § 9.3.2 is deleted and replaced with the following:

§ 9.3.2 Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specified materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

- .1 The location must be agreed to, in writing, by the Owner and Surety.
- .2 The location must be a bonded warehouse.
- .3 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.
- .4 The Contractor must bear the cost of the Owner's and the Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. The Contractor acknowledges that the Architect's time is an additional service and shall compensate the Architect directly for same.
- .5 Payment shall not include any charges for overhead or profit on stored materials.

.6 Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and transportation to the site for those materials and equipment are delivered to the Owner's site. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

76. § 9.3.3 is amended by adding the following at the end of the existing paragraph:

CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, CLAIMS OF TITLE, SECURITY INTERESTS, OR ENCUMBRANCES OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, MATERIAL SUPPLIERS, MANUFACTURERS, INSTALLERS, CREDITORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THEM FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.

77. § 9.4.2 is amended by adding the word "and" before "(2)" and placing a period after the word "procedures" in phrase (2) and deleting the remainder of the paragraph.

78. § 9.5.1.7 is amended by replacing the period with a semi-colon and adding "or" after it.

79. Add a new § 9.5.1.8 as follows:

.8 failure to submit a written plan indicating action by the Contractor to restore, keep or maintain the Work on schedule for completion of Work within the Contract time.

80. Add a new § 9.5.5 as follows:

§ 9.5.5 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then the Architect may withhold any further Certificate for Payment to the Contractor to the extent necessary to preserve sufficient funds to complete construction of the Project and to cover any damages as set forth in the Agreement. The Owner shall not be deemed in default by reason of withholding payment as provided for in § 9.3.2, § 9.5.1, or this § 9.5.5.

81. § 9.6.1 is amended by adding "for undisputed amounts" after "shall make payment" in the first sentence and adding the following at the end of the sentence:

The Owner shall notify the Contractor within twenty-one (21) days if the Owner disputes the Architect's Certificate for Payment or the Contractor's Payment Application, listing the specific

reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or the Surety from any obligations under the Contract Documents or the Performance and Payment Bonds.

82. § 9.7 is amended by adding the words "the undisputed amount" after the word "Contractor" in the second line of the first sentence, by adding the word "undisputed" before the word "amount" in the third line of the first sentence, and by deleting the words "or awarded by binding dispute resolution" in the first sentence.
83. § 9.8.1 is amended by deleting the words "or designated portion thereof".
84. § 9.8.2 is amended by adding "in writing" after the word "Owner".
85. § 9.8.3 is amended by deleting the words "so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use" from the second sentence.
86. § 9.8.4 is amended by deleting the words "or designated portion thereof" from the first sentence, placing a period after the second usage of the words "Substantial Completion", and deleting the remainder of the paragraph.
87. § 9.8.5 is deleted and replaced with the following:

§ 9.8.5 The Contractor shall achieve Final Completion of the Work within thirty (30) days after the date the Contractor achieves actual Substantial Completion as determined by the Architect.
88. § 9.9.1 is amended by deleting the remainder of the section after the first sentence.
89. § 9.10.2 is deleted and replaced with the following:

§ 9.10.2 Neither final payment nor any remaining retainage percentage shall become due until the Contractor submits to the Architect and the Architect delivers to the Owner:

- (1) using AIA Document G706-1994, an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;
- (2) evidence satisfactory to the Owner that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner;
- (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
- (4) using AIA Documents G707-1994, consent of sureties to final payment;
- (5) AIA Document G706A-1994 Contractor's Affidavit of Release of Liens liens;
- (6) receipts, releases, waivers and cancellation of liens, claims, security interests, claims of title, or encumbrances arising out of the Contractor's performance of the Work;
- (7) unconditional certificate of occupancy from governmental entities having jurisdiction over the Project and the Work; and

- (8) certifications and inspection reports for installations and systems such as elevators and boilers.

In addition, the following items must be completed by the Contractor and received by the Owner before Final Payment will be due:

- (9) written certifications required by Section 10.5, 10.6, and 10.7;
- (10) final list of Subcontractors (AIA Document G705-2001);
- (11) warranties, organized as required elsewhere in the Contract Documents;
- (12) maintenance, operation, use, repair and instruction manuals;
- (13) the Owner's Final Certificate and Release form; and
- (14) record drawings and "as built" drawings. At the completion of the Project, the Contractor shall submit one complete set of "as built" drawings, with all changes made during construction, including concealed mechanical, electrical and plumbing items. The Contractor shall submit these as electronic, sepia, or other acceptable medium, in the discretion of the Owner.

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above. Final payment shall be paid by the Owner to the Contractor within thirty (30) days after the Owner's Board has voted to approve Final Payment.

- 90. § 9.10.4 is amended by deleting the entire section and adding a new § 9.10.4 as follows:

§ 9.10.4 Acceptance of the Work and the making of final payment does not constitute a waiver of any claims by the Owner.

- 91. Add a new § 10.1.1 as follows:

§ 10.1.1 The Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for the Owner while under the influence of any amount of alcohol or any controlled substance, or use, possess, distribute, or sell alcoholic beverages or any controlled substance while on the Owner's premises. No person shall use, possess, distribute or sell illicit or unperceived controlled drugs or drug paraphernalia; misuse legitimate prescription drugs; or act in contravention of warnings on medications while performing the Work or on the Owner's premises.

- 92. Add a new § 10.1.2 as follows:

§ 10.1.2 The Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on the Owner's premises or performing the Work. The Contractor will remove any of its employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. The Owner has the right to require the Contractor to remove any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed may only be considered for return to work after the Contractor certifies as a result of a for-cause-test, conducted immediately following removal that said person was in compliance with this Contract. The Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

93. Add a new § 10.1.3 as follows:

§ 10.1.3 The Contractor will comply with all applicable federal, state and local drug and alcohol-related laws and regulations (e.g. Department of Transportation regulations, Drug-Free Workplace Act). The Owner has also banned the presence of all weapons on the Project site, whether or not the Owner thereof has a permit for a concealed weapon, and the Contractor agrees that the Contractor's representatives, employees, agents, Subcontractors and Sub-Subcontractors will abide by same.

94. § 10.2.1.1 is amended by adding, after "Work", the following ", school personnel, students, parents and other persons on the Owner's premises", and after "thereby", adding ", including the installation of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility".

95. § 10.2.1.3 is amended by adding "other buildings, and their contents, fencing" after "such as"; and adding "athletic fields, facilities and tracks" after "walks".

96. § 10.2.4 shall be amended by deleting "explosives or other", and adding the following before the final period:

, and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to the Owner and the Architect. The storage of explosives other than small explosive charges for nail or rivet guns on the Owner's property is prohibited. The use of explosive materials on the Owner's property other than small explosive charges for nail or rivet guns is prohibited unless expressly approved in advance in writing by the Owner and the Architect.

97. § 10.2.5 is amended by deleting the words "(other than damage or loss insured under property insurance required by the Contract Documents)".

98. Add a new § 10.2.9 as follows:

§ 10.2.9 The Contractor shall do all things necessary to protect the Owner's premises and all persons from damage and injury, when all or a portion of the Work is suspended for any reason.

99. Add a new § 10.2.10 as follows:

§ 10.2.10 The Contractor shall promptly report in writing to the Owner and the Architect all accidents arising out of or in connection with the Work which cause death, bodily injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

100. § 10.3.3 is deleted in its entirety.

101. § 10.3.4 is amended by placing a period after the word "site" in the first sentence and by deleting the remainder of the paragraph.

102. § 10.3.6 is deleted in its entirety.

103. § 10.4 is amended by adding the words "or the environment" following the word "property" and by deleting the words ", at the Contractor's discretion," in the first sentence.

104. Add a new § 10.5 as follows:

§ 10.5 Asbestos or Asbestos-Containing Materials

Prior to payment of retainage and final payment, the Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Work contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Work in concentrations greater than 0.1 fibers per cubic centimeter, then the Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Work, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Work and shall be signed by an officer of the Contractor.

105. Add a new § 10.6, § 10.6.1, and § 10.6.2 as follows:

§ 10.6 Lead-Free Material in Potable Water System

§ 10.6.1 Prior to payment of retainage and final payment, the Contractor and each Subcontractor involved with the potable water system shall furnish a written certification that the potable water system installed as a part of the Work is "lead-free".

§ 10.6.2 The written certification shall further state that should lead be found in the potable water system built under this Work, then the Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the

Work, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Work and shall be signed by an officer of the Contractor.

106. Add a new § 10.7 as follows:

§ 10.7 Hazardous Materials Certification

The Contractor shall provide written certification that no materials used in the Work contain lead, asbestos, volatile organic compounds, formaldehyde, or other hazardous materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

107. Add a new § 11.1.5 as follows:

§ 11.1.5 The Contractor shall not commence work under the Contract until it has obtained all insurance required under this Article and as required by law, and evidence thereof has been received by the Owner. The Owner and the Contractor may alter the insurance requirements herein by separate written amendment. The Contractor shall not allow any grading and site work, roofing, mechanical, plumbing or electrical subcontractor(s) to commence work until all similar insurance as specified in this Article has been so obtained and the Contractor has presented the Owner with a Certificate of Insurance evidencing such coverage. Prior to the commencement of any work, the Contractor shall require all other Subcontractors and any Sub-Subcontractors to provide insurance coverage as required by law and as reasonably necessary given the scope of the Subcontractor or Sub-Subcontractor's work. The Contractor shall present the Owner with a Certificate of Insurance evidencing such coverage. All Certificates of Insurance must be on Acord Form 25 or later version as approved by the North Carolina Department of Insurance.

108. Add a new § 11.1.6 as follows:

§ 11.1.6 The Contractor's Liability Insurance shall include all major divisions of the Work and be on a comprehensive basis including:

- a) Premises/operations (including explosion, collapse and underground, as applicable).
- b) Independent Contractor's and Owner's and Contractor's Protective.
- c) Products and completed operations.
- d) Bodily and personal injury liability with employment exclusion deleted.
- e) Owned, non-owned and hired motor vehicles.
- f) Broad form property damage including completed operations.
- g) Any and all liability by way of indemnification, contribution and contractual liability.

109. Add a new § 11.1.7 as follows:

§ 11.1.7 The insurance required by Section 11.1.1 shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, which shall be written on an occurrence basis, shall be maintained without interruption from the date of the commencement of the Work until the date of expiration of the

§ 12.2.2.1 one-year period of correction of the Work following the date of final Completion or for such other longer period for maintenance for completed Work as specified in the Contract Documents.

110. Add a new § 11.1.8 as follows:

§ 11.1.8 The insurance required by subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Worker's Compensation:
 - a. State Statutory
 - b. Applicable Federal Statutory
 - c. Employer's Liability
 - i. \$100,000 Each Accident
 - ii. \$1,000,000 Disease, Policy Limit
 - iii. \$100,000 Disease, Each Employee
2. Commercial General Liability (including premises/operations, independent contractors, products and completed operations, and broad form property damage):
 - a. Bodily Injury & Property Damage (combined single limit):

\$1,000,000	Each Occurrence
\$2,000,000	Aggregate
 - b. Products and completed operations to be maintained for one (1) year after Final Payment.
3. Contractual Liability (Hold Harmless Coverage):
 - a. Bodily Injury & Property Damage (combined single limit):

\$1,000,000	Each Occurrence
\$2,000,000	Aggregate
4. Personal Injury, with employment exclusion deleted:
 - a. \$1,000,000 Aggregate
5. Comprehensive Automotive Liability (owned, non-owned and hired):
 - a. Bodily Injury & Property Damage (combined single limit):

\$1,000,000	Each Accident
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6. Excess Liability (umbrella): Minimum Limits
 - a. \$2,000,000 Over Primary Insurance
Policies must follow the form of the base policies

7. Owner's Protective Liability Insurance: The Contractor shall purchase and maintain owner's protective liability covering the Owner's contingent liability for claims which may arise from operations under the Contract Documents. Limits of coverage required for this insurance shall be not less than \$1,000,000 combined single limit.

8. Builders Risk Insurance:

The Contractor shall effect and maintain all ISO Special Causes of Loss perils, including peril of transit upon the entire Project on which the Work is to be done, to one hundred percent (100%) of the insurable value thereof, including but not limited to items of labor and materials connected therewith, whether in or adjacent to the structure insured; materials in place or to be used as part of or in the construction of the permanent construction, including but not limited to surplus materials, shanties, protective fences, bridges, and temporary structures; miscellaneous materials and supplies incidental to the Work; and such scaffolding, staging, towers, forms, and equipment as are not owned or rented by the Contractor, the cost of which is included in the cost of the Work. Said insurance must be maintained in full until final completion of the Project and, prior to canceling said insurance, Contractor shall notify Owner in writing.

Exclusions: This insurance need not cover: any tools owned by the mechanics; and tools, equipment, scaffolding, staging, towers, and forms rented or owned by the Contractor, the capital value of which is not included in the Work; or any structures erected for housing of or service to workmen.

A loss, if any, is to be adjusted with the Owner, and is to be payable to the Owner and to the Contractor jointly, as their interests may appear. The Owner shall be named on the policy, by rider or other applicable endorsement as an additional insured.

111. Add a new § 11.1.9 as follows:

§ 11.1.9 Certificates of Insurance: No later than the date of the execution of the Contract, the Contractor will submit to the Owner four (4) copies of Certificates of Insurance on the latest approved North Carolina Department of Insurance Acord Form 25 by an insurer authorized to do business in North Carolina by the North Carolina Department of Insurance and rated A- (minus) or better by A.M. Best Company. The certificates shall certify that the insurance policies carried by Contractor were in force before the Work commenced and certifying that these policies will not be canceled during the Contract other than by an endorsement added to the policies and certificates reading substantially as follows: 'The policies herein referred to are not cancelable or subject to reduction of coverage by the Insurer unless the Owner has received thirty (30) days written notice via registered or certified letter.' Additional Certificates of Insurances will be provided, from time to time, as listed policies expire in order to evidence continuance insurance coverage from the date of the Contract through the end of the one (1) year correction period following the date of final completion. Certificates of Insurance containing disclaimers holding the insurer harmless for failure to notify the Owner of Contractor policy cancellations will not be acceptable and should be modified to delete such disclaimers from the Insurance Certificate

forms. Evidence of insurance requirements of these Supplementary General Conditions may be provided by modification to Acord Form 25 by endorsement, rider or separate certification by the insurer. No surplus lines insurance shall be acceptable.

In preparation of these forms, the following items should read:

1. The description of the Project / the Work / operations / locations / vehicles / special items.
2. The certificate holder is:

THE _____ COUNTY BOARD OF EDUCATION

3. The cancellation statement is:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

All blanks and questions on certificates must be filled out completely. Incomplete or inadequate certificates will be returned to Contractor as unsatisfactory and commencement of its Work will be delayed until satisfactory certificates are submitted. Such delay will not warrant extension of Contract Time. In the event of a reduction in any aggregate limit, the Contractor shall take immediate steps to have it reinstated. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the Owner. Renewal Certificates of Insurance on the Owner's form must be provided to the Owner thirty (30) days prior to expiration of current coverages so that there shall be no interruption in the Work due to lack of proof of insurance coverages required of the Contractor in the Contract Documents.

112. Add a new § 11.1.10 as follows:

§ 11.1.10 The acceptance of delivery to the Owner of any Certificate of Insurance evidencing the insurance coverages and limits required in the Contract does not constitute approval or agreement by the Owner that the insurance requirements in the Contract have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Contract requirements.

113. Add a new § 11.1.11 as follows:

§ 11.1.11 Should at any time the Contractor not maintain the insurance coverages required of it in the Contract Documents, the Owner may either cancel or suspend the Contract or, at its sole discretion, shall be authorized to purchase such coverage and charge the Contractor for such coverages purchased. The Owner shall be under no obligation to 1) purchase such insurance 2) be responsible for the coverages purchased or 3) be responsible for the insurance companies used. The decision of the Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under the Contract Documents.

114. Add a new § 11.1.12 as follows:

§ 11.1.12 If any General Liability Insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverages shall be no later than the commencement date of the Project, the extended reporting period date for claims shall be seven (7) years following the date of Final Completion, and shall provide that in the event of cancellation or non-renewal the discovery and extended reporting period of claims shall be unlimited.

115. Add a new § 11.1.13 as follows:

§ 11.1.13 All policies described in paragraph 11.1 shall be made available to the Owner or its legal representatives by means of exact copies of the original policies and placed in the hands of the Owner or its representatives.

116. Add a new § 11.1.14 as follows:

§ 11.1.14 If requested in writing by any party in interest, the Contractor shall, upon occurrence of loss, furnish bond for the proper performance of its duties. The Contractor shall deposit any money received from insurance in an account separate from all its other funds; and it shall distribute it in accordance with such agreement as the parties of interest may reach, or in the absence of such an agreement, as the interest of the parties may appear. Replacement of injured work shall be performed by the Contractor.

117. Add a new § 11.1.15 as follows:

§ 11.1.15 The cost of the Bonds required by § 11.1.2 and the Contract Documents and required by law shall be included in the Contract Sum. The Bonds shall guarantee the Contractor's faithful performance of the Contract and the payment of all obligations arising thereunder. The Bonds shall remain in force until the later of the following has occurred:

- a. the Contract has been fully performed by the Contractor;
- b. the Project has been completed and accepted by the Owner;
- c. the provisions of all warranties and guarantees required by the Contract Documents have been fulfilled;
- d. the time for the filing of all mechanics liens has expired; and
- e. the applicable statute of repose, in the North Carolina General Statutes has expired.

Bonds which seek to limit the time for bringing a suit on the bonds to less than the foregoing are unacceptable.

118. § 11.2 is amended by deleting the word "**Insurance**" and substituting the words "**Risk Management**" in its place.

119. § 11.2.1 is amended by deleting the paragraph in its entirety and substituting the following paragraph:

The Owner shall purchase and maintain its usual and customary general liability and property insurance, or, in the alternative, the Owner may obtain and maintain all or part of its risk management services by participating in a risk management trust, risk management pool, or other alternative to purchase of insurance from commercial insurance companies.

120. § § 11.2.2 and 11.2.3 are deleted in their entirety.
121. § § 11.3, 11.3.1, and 11.3.2 are deleted in their entirety.
122. § 11.4 is deleted in its entirety.
123. § § 11.5, 11.5.1, and 11.5.2 are deleted in their entirety.
124. § 12.1.1 is amended by adding "or the Owner's" after the first and second use of the word "Architect's", and by adding "or the Owner" after "by the Architect".
125. § 12.1.2 is amended by adding "or the Owner" after "covered, the Architect" in the second line of the first sentence.
126. § 12.2.1 is amended by deleting the word "**Substantial**" in the title to the section and substituting the word "**Final**" in its place, by adding the word "Work" after the words "Architect or" in the first line of the first sentence of the section, and by deleting the words "Substantial Completion" and substituting the words "Final Completion" in their place in the second line of the first sentence of the section.
127. § 12.2.2 is amended by deleting the word "**Substantial**" in the title to the section and substituting the word "**Final**" in its place.
128. § 12.2.2.1 is deleted and replaced with the following:

§ 12.2.2.1 In addition to the Contractor's obligation to perform the Work in accordance with the Contract and in addition to all express and implied warranties, including without limitation the Contractor's obligations under § 3.5, if, within one year after Final Completion of the Work, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The cost of correcting the Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary by such correcting shall be at the Contractor's expense.

129. Sec. 12.2.2.2 is deleted and replaced with the following:

§ 12.2.2.2 If the Contractor fails to perform the corrective Work, then the Owner may perform corrective Work, at the Contractor's expense. If the Owner performs corrective Work, then the

Owner may also remove nonconforming Work and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay all costs incurred by the Owner within ten (10) days after written notice, then the Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with the Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, including the costs of additional testing and inspection and compensation for the Architect's services and expenses made necessary thereby, then the Contractor shall pay the difference to the Owner within 30 days after written demand made by the Owner to the Contractor for payment of such costs.

130. § 12.2.2.3 is deleted in its entirety.
131. Sec. 12.2.5 is amended by deleting the words "as described in Section 12.2.2" in the second sentence of the section, placing a period after the words "Contractor's obligations" in the last line of the second sentence of the section, and deleting the remainder of the second sentence following the period.
132. Add a new § 12.4 as follows:

§ 12.4 Repairs by Owner

The Owner may make emergency repairs to the Work. In addition, the Owner may perform or cause to be performed corrective Work and take such other measures necessary under the circumstances if the Contractor does not promptly respond to a notice of defective or nonconforming Work. The Contractor shall pay the costs of the emergency repairs or the corrective Work, including the costs of additional testing and inspection and compensation for the Architect's services and expenses made necessary thereby within 30 days after written demand made by the Owner to the Contractor for payment of such costs.

133. § 13.1 is deleted and replaced with the following:

Sec. 13.1 The Contract is governed by the laws of the State of North Carolina and any litigation shall be conducted in the appropriate division of the General Court of Justice. Mandatory and exclusive venue for any disputes shall be in the county in which the Owner's main administrative office is located. The invalidity of any part or provision of the Contract shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract.
134. § 13.2.2 is amended by placing a period after the word "Project" and deleting the remainder of the paragraph.
135. § 13.4.4 is amended by inserting "with a copy to the Owner" before the period.
136. Add a new section 13.6 as follows:

§ 13.6 Records

§ 13.6.1 The Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, or other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by the Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within ten (10) days of the Owner's request, the Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, the Architect or their respective representatives, at the Owner's central office.

137. § 14.1.1 is amended by deleting subsection 14.1.1.4.
138. § 14.2.4 is amended by deleting the last sentence.
139. Article 15 shall be amended in the title by adding **"OF CONTRACTOR"** at the end of the existing title.
140. § 15.1.1 shall be amended by deleting "one of the parties" and replacing it with "the Contractor"; inserting "interpretation of Contract terms, extension of time," after "money,"; before the period at the end of the first sentence add ", the Project or the Work"; deleting the second sentence in its entirety; deleting at the end of the paragraph "party making the Claim" and replacing it with "Contractor"; and deleting the last sentence.
141. § 15.1.2 is deleted in its entirety.
142. § 15.1.3.1 is amended by deleting in the first sentence "either the Owner or" and replacing it with "the"; deleting "other party" and replacing it with "Owner"; deleting "Initial Decision Maker with a copy sent to the"; deleting ", if the Architect is not serving as the Initial Decision Maker.". The second sentence is amended by deleting "either party" and replacing it with "the Contractor"; inserting "calendar" after "21" in both places; replacing "claimant" with "Contractor"; inserting "knew or should have known of", in the place of the word "recognizes".

Add the following at the end of the amended § 15.1.3.1 paragraph:

Claims must be initiated by written notice titled "Notice of Claim" ("Notice") and sent to the Architect and the Owner's designated representative. The Notice shall clearly set out the specific matter of complaint, and the impact or damages which may occur or have occurred as a result thereof. To the extent that the damages cannot be assessed at the time of the Notice, the Notice shall be amended at the earliest date reasonably possible. It is imperative that the Owner receive timely specific Notice of any potential problem identified by the Contractor in order that the problem can be mitigated or resolved promptly. Any alleged damages suffered by the Contractor that have not been included in a Notice within ninety (90) days after the Contractor first knew or should have known of the damages shall be deemed waived by the Contractor.

143. § 15.1.3.2 is deleted in its entirety.

- 144. § 15.1.4.2 is deleted in its entirety.
- 145. § 15.1.5 is amended by adding "or Increase in the Contract Sum" at the end of the existing title.
- 146. § 15.1.5 is amended in the first sentence by inserting "additional cost or" after "claim for" and deleting "before proceeding to execute the Work that is the subject of the claim" and replacing those words with "to the Owner and the Architect".

Add the following to § 15.1.5 at the end of the existing paragraph:
 The Architect will promptly investigate such claim and report findings and a recommended resolution in writing to the Owner and the Contractor. If the Claim is approved by the Owner's Board, or the Owner's representative, if provided for herein, then the Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then the Contractor may pursue alternative dispute resolutions provided for in the Contract Documents.

- 147. § 15.1.6.1 is amended by deleting "of cost and"; and by adding "critical path of the" before the word "Work" in the second sentence.
- 148. § 15.1.6.2 is amended by deleting "had an adverse effect on the scheduled construction" and replacing those words with "prevented the execution of critical path elements of the Work on normal working days."

Add the following to § 15.1.6.2 at the end of the existing paragraph:
 Adverse weather conditions means unusually severe weather which is beyond the normal weather recorded and expected for the locality and/or the season or seasons of the year.

- 149. Add a new § 15.1.6.3 as follows:

§ 15.1.6.3 The Contractor shall anticipate and include in a critical path construction schedule rain days due to adverse weather conditions in accordance with the rainfall table below. A rain day is defined as a day when rainfall exceeds one-half (.5) inch during a 24-hour period. The number of rain days expected for each month is as follows:

January	0 calendar days	July	4 calendar days
February	0 calendar days	August	4 calendar days
March	0 calendar days	September	4 calendar days
April	0 calendar days	October	4 calendar days
May	0 calendar days	November	0 calendar days
June	4 calendar days	December	0 calendar days

- 150. Add a new § 15.1.6.4 shall be added as follows:

§ 15.1.6.4 Time extensions may be granted for rain days in any month when the cumulative number of rain days during that month exceeds the number scheduled, provided that the rainfall

prevented the execution of the critical path of the Work on normal working days as shown on the Contractor's schedule. No day will be counted as a rain day when substantial forces are able to perform Work on the Project for more than fifty percent (50%) of the usual workday or when the critical path of the Work on the Project is not adversely impacted. The number of rain days shown in the above schedule for the first and last months of Contract will be prorated in determining the total number of rain days expected during the period of the Contract.

151. Add a new § 15.1.6.5 as follows:

§ 15.1.6.5 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of the Contractor or the Contractor's Subcontractors or Sub-Subcontractors or under the Contractor's control. Claims for extension of time may only be considered because of adverse weather conditions, rain delays, or hindrances or delays which are the fault of the Owner and/or under the Owner's control, but only to the extent that the critical path of the Work is delayed. Other claims for extension of time shall be considered because of hindrances or delays not the fault of either the Contractor or the Owner, but only to the extent that the critical path of the Work is delayed. Board approval shall be required for any extension of time. No damages shall be paid for delays. The Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

152. Add a new § 15.1.6.6 shall be as follows:

§ 15.1.6.6 Requests for time extension shall be submitted on a monthly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether the Contractor, the Owner, adverse weather, rain day, or other. No claims for damages for delay shall be made by the Contractor. Any claim not submitted under the terms of this Section shall be waived.

153. § 15.1.7 is amended by deleting the existing paragraph in its entirety and substituting the following in its place:

The Contractor waives all claims against the Owner for consequential damages arising out of or relating to the Contract, the Project, and the Work.

154. § 15.2 is amended by replacing the title with "**Resolution of Claims and Disputes**".

155. § 15.2.1 is deleted and replaced with the following:

§ 15.2.1 Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect shall be referred initially to the Architect for written recommendation. An initial recommendation by the Architect shall be required as a condition precedent to litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect.

156. § 15.2.2 is deleted and replaced with the following:

§ 15.2.2 The Architect will review Claims and within ten (10) days of the receipt of the Claim take one of the following actions: (1) request additional supporting data from the Contractor, or (2) make a written recommendation to the Owner, with a copy to the Contractor.

157. § 15.2.3 is deleted and replaced with the following:

§ 15.2.3 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in making a written recommendation.

158. § 15.2.4 is deleted and replaced with the following:

§ 15.2.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such a request, and shall provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished or advise the Architect that no supporting data will be furnished.

159. § 15.2.5 is deleted and replaced with the following:

§ 15.2.5 As required by North Carolina General Statutes § 143-128(f1) the Owner, the Contractor, the Architect and all first tier and lower-tier Subcontractors and Sub-Subcontractors are required to participate in mediation as a precondition to initiating litigation. The dispute resolution process adopted by the State Building Commission pursuant to North Carolina General Statutes § 143-135.26(11) is hereby adopted and incorporated by reference for use in conducting the mediation. Statutory, contract, bond, insurance, warranty and all other time periods (including but not limited to applicable statutes of limitation and statutes of repose) shall be tolled (suspended from running) during the mediation process. The costs of the mediation shall be paid one-third by the Owner and two-thirds by the other party or parties to the mediation, divided equally among the other parties if there is more than one other party.

160. § 15.2.6 is deleted and replaced with the following:

§ 15.2.6 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

161. § 15.2.6.1 is deleted in its entirety.

162. § 15.2.7 is deleted in its entirety.

163. § 15.2.8 is deleted in its entirety.

164. §§ 15.3, 15.3.1, 15.3.2, 15.3.3. and 15.3.4 are deleted in their entirety.

165. § § 15.4, 15.4.1, 15.4.1.1, 15.4.2, 15.4.3, 15.4.4, 15.4.4.1, 15.4.4.2, and 15.4.4.3 are deleted in their entirety.

166. Add a new § 15.3 and § 15.3.1 as follows:

§ 15.3 LITIGATION

§ 15.3.1 Any Claim arising out of or related to the Contract, except Claims waived under the terms of the Contract Documents, shall, subject to the provisions of § 15.2.5, be subject to resolution by litigation.

167. Add a new **ARTICLE 16** and § 16.1 as follows:

ARTICLE 16 GENERAL

§ 16.1 Relation to AIA Documents These Supplementary General Conditions and the General Requirements, the Supplementary Instructions to Bidders, the forms of various required documents, and any Special Conditions, all of which are bound in and incorporated in the Project Manual, modify and amend AIA Document A201-2017 General Conditions of the Contract for Construction, AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor, AIA Document A701-1997, Instructions to Bidders, and any other AIA documents published, copyrighted, or trademarked by the American Institute of Architects to which reference is or may be made in the Project Manual.

**BUNCOMBE COUNTY BOARD OF EDUCATION
SUBCONTRACTORS FORM**

SUBCONTRACTORS:

Pursuant to General Statute 143-128(d) if a construction or repair project is \$200,000 or higher, and subcontractors are to be utilized, bidders must identify prime subcontractors by listing them below. The bidder shall identify work by the subcontractor or state not applicable. Failure to do so may result in bid being declared non-responsive. All blanks must be filled in, or if no subcontractors are to be utilized, indicate by signing at the appropriate place at the bottom of this page. Do not list suppliers.

****Roofing applicator must have a GC-R license and declared on this Subcontractors Form****

Heating & A/C Name: _____ Lic#: _____

Plumbing Name: _____ Lic#: _____

Electrical Name: _____ Lic#: _____

General Name: _____ Lic#: _____

Roofing Name: _____ Lic#: _____

We do not plan to use subcontract forces: _____

Bidder's Signature (sign if applicable)

**BUNCOMBE COUNTY BOARD OF EDUCATION
GUIDELINES FOR RECRUITMENT AND SELECTION OF
MINORITY BUSINESS FOR PARTICIPATION IN SCHOOL CONSTRUCTION
CONTRACTS**

In accordance with G.S. 143-128, these guidelines establish goals for minority participation in single-prime and separate-prime school construction contracts. The legislation provides that public bodies shall have a verifiable percentage goal for participation by minority businesses in the total value of work for each project for which a contract or contracts are awarded. These guidelines are published to accomplish that end.

SECTION 1: INTENT AND APPLICATION OF GUIDELINES.

It is the intent of these guidelines that The Buncombe County Board of Education as awarding authority for school construction projects, and the contractors and subcontractors performing the construction contracts awarded, shall cooperate and in - good faith do all things legal, proper and reasonable to achieve the verifiable goal of 10% for participation by minority businesses in each construction project. Nothing contained in these guidelines shall be construed to require awarding authorities to award contracts to or to make purchase of materials or equipment from minority-business contractors who do not submit the lowest responsible bid or bids.

These guidelines shall apply to all contractors for the erection, construction, alteration, or repair of any buildings or other construction projects when the entire cost of such work shall exceed \$100,000.

SECTION 2: DEFINITIONS.

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian or Alaskan Native, that is, a person having origins in any of the original peoples of North America; or
 - e. Female.
2. Minority Business - means a business:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51 %) of the stock is owned by one or more minority persons; and

- b. Of which the management and daily business operations are controlled by one or more of the minority persons who owns it.
3. Owner - The Buncombe County Board of Education.
4. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.
5. Contract - A mutually binding legal relationship, or any modification thereof obligating the Contractor to furnish labor, equipment, materials, or services for the erection, construction, alteration, or repair of any buildings or other construction projects and obligating the Owner to pay for them.
6. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the Owner to perform a Contract to which these guidelines apply.
7. Subcontractor - Any person, firm, partnership, corporation, association, or joint venture under contract with a Contractor for supplying materials or labor, equipment, materials, or services. The subcontractor may or may not provide materials in his subcontract. Work subcontracted in an emergency and which could not have been anticipated is excluded as part of this program.
8. Verifiable goal means:
 - a. For purpose of separate-prime contract system, that the Owner has adopted written guidelines specifying the actions that will be taken to ensure a good faith effort in the recruitment and selection of minority businesses for participation in contracts awarded; and
 - b. For purposes of single-prime contract system, that the Owner has adopted written guidelines specifying the actions that the prime contractor must take to ensure good faith effort in the recruitment and selection of minority businesses for participation in contracts awarded; the required actions must be documented in writing by the contractor to the Owner.

SECTION 3: RESPONSIBILITIES.

1. Minority Business Development Agency of the Small Business Development Division, North Carolina Department of Economic & Community Development (hereafter referred to as Minority Business Development Agency). The Minority Business Development Agency will establish a program in which it will certify to interested persons businesses which qualify as Minority Business Enterprises (MBE). The Minority Business Development Agency will be responsible for the following:

- a. Determine MBE certification, ie. that those certified are MBEs under GS 143-128 as a contractor and/or subcontractor.
- b. Identify those areas of work for which there are certified MBEs, as requested.
- c. Provide interested parties with a list of prospective certified MBE contractors and subcontractors.
- d. Assist in the determination of technical assistance in the certification program that needs to be provided.

In addition to being responsible for the participation of those small and emerging business that want to participate in the construction program, the Minority Business Development Agency will:

- 1) Maintain a current list of certified MBEs. The list shall include the areas of work in which each MBE is interested.
- 2) From information furnished by the Owner publicize the contracting and subcontracting opportunities available for each construction project being advertised.
- 3) Work with the North Carolina Association of Minority Businesses and the Carolinas Branch of the Association of General Contractors in developing and implementing a certification program intended to improve the ability of MBEs to compete in this program.

2. Owner/Buncombe County Board of Education: Under the single-prime contract system and the separate-prime contract system, the Owner will be responsible for, the following:

- a. For contracts in excess of \$500,000 in estimated costs, furnish to the Minority Business Development Agency, the Asheville-Buncombe Community Relations Council, and YMI, Inc., of Asheville a minimum of twenty-one (21) days prior to the bid opening the following:
 1. Project description and location;
 2. Locations where bidding documents may be reviewed;
 3. Name of representative of the Owner who can be contacted during the advertising period to advertise who the prospective bidders are;
 4. Date, time, and location of the bid opening; and
 5. Date, time, and location of pre-bid conference, if scheduled.

The twenty-one (21) day advance time period may be reduced to ten (10) days for contracts in the range of \$100,000 to \$500,000 in estimated cost.

- b. The Owner Will request that the Minority Business Development Agency, the Asheville-Buncombe Community Relations Council, and YMI, Inc. notify MBEs of construction projects.

- c. The pre-bid conference, if scheduled, conducted by the representative of the Owner, will be open to all known and anticipated prime contracts, subcontractors, material suppliers, and other bidders. During the conference, this program, including the bidders' responsibilities, will be fully explained.
- d. The Owner will be responsible for reviewing the spent low bidders compliance with the items listed in the proposal that must be complied with if the bid is to be considered responsive and responsible. The Owner reserves the right to reject any and all bids and to waive informalities.
- e. Attend the scheduled prebid conference.
- f. Identify or determine the work areas of a contract where MBEs may have an interest in performing contract work.
- g. At least ten (10) days prior to the scheduled day of bid opening, the Owner will notified certified MBEs in the area of the project of potential contracting opportunities listed in the proposal. The notification will include the following:
 - 1. A description of the work for which the bid is being solicited.
 - 2. The date, time, and location where bids are to be submitted.
 - 3. The name of a representative of the Owner who will be available to answer questions about the Project.
 - 4. Where bid documents may be received.
 - 5. Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

If there are more than three certified MBEs in the area of the Project, the Owner shall notify three, but may contact more, if the Owner so desires.

- h. Maintain documentation of any contacts, correspondence, or conversations with MBE firms made in an attempt to meet the goals.

3. **Prime Contractor(s)**

Under the single prime contract system the prime contractor will:

- a. Attend the scheduled pre-bid conference.
- b. Identify or determine those work areas of a subcontract where MBEs may have an interest in performing subcontract work.

- c. At least ten (10) days prior to the schedule day of bid opening, notify certified MBEs of potential subcontracting opportunities listed in the proposal. The notification will include the following:
- 1) A description of the work for which the subbid is being solicited.
 - 2) The date, time, and location where subbids are to be submitted.
 - 3) The name of the individual within the company who will be available to answer questions about the project.
 - 4) Where bid documents may be reviewed.
 - 5) Any special requirements that may exist, such as insurance, licenses, bonds, and financial arrangements.

If there are more than three (3) certified MBEs in the area of the project, the contractors shall notify three (3), but may contact more, if the contractors so desires.

- d. During the bidding process, comply with the Owner's requirements listed in the contract documents for minority participation.
- e. Submit with the bid a description of that portion of the work to be executed by MBEs expressed as a percentage of the total contract price.
- f. Upon being named the apparent low bidder, provide the necessary documentation as listed in the contract documents provided by the Owner. Failure to comply with procedural requirements as defined in contract documents may render the bid as nonresponsive and may result in rejection of the bid and award to the next lowest responsible and responsive bidder.
- g. During the construction of a project, if it becomes necessary to replace an MBE subcontractor, advise the Owner.
- h. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit bids from MBES.

4. MBE Responsibilities:

While MBE's are not required to become certified in order to participate in this program, it is recommended that they become certified and should take advantage of the appropriate technical assistance that is made available. In addition, MBE's who are contacted by the Owner or bidders should respond promptly whether or not they wish to submit a bid.

SECTION 4: DISPUTE PROCEDURES.

It is the policy of the Buncombe County Board of Education that disputes with another person that involve a person's rights, duties, or privileges, should be settled through informal procedures. To that end, MBE disputes arising under these guidelines should be resolved, if possible, by informal proceedings arranged by the Superintendent or his designee.

SECTION 5: EFFECTIVE DATE

These guidelines are effective on December 15, 1989.

Copies of these guidelines may be obtained from the Office of the Superintendent at 175 Bingham Road, Asheville, North Carolina, NC 28806; telephone number 828-255-5916.

SECTION 6: GUIDELINES AND COMPLIANCE DOCUMENTATION TO BE PART OF CONTRACT DOCUMENTS.

These guidelines will be included in the contract to each construction bid package and provisions for documenting contractual compliance in providing for MBE participation in the construction program %, Will be included in each construction bid package

**ADDITION TO SUPPLEMENTARY
GENERAL CONDITIONS**

APPLICATION:

The requirements of the Buncombe County Board of Education Guidelines for Recruitment and Selection of Minority Businesses for Participation in School Construction Contracts are hereby made a part of these contract documents. These requirements shall apply to all contractors regardless of ownership. A copy of the Buncombe County Board of Education Guidelines for Recruitment and Selection of Minority Businesses for Participation in School Construction Contracts is attached.

MBE SUBCONTRACT GOALS:

The goals for participation by Minority firms as subcontractors on this project have been set by the Buncombe County Board of Education (hereinafter Board) at 10%.

The bidder must identify on MBE Form 1, the businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts or affidavit (Affidavit B) of self-performance of work, if bidder will perform work under contract by its own workforce, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).

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

OR

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

OR

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

The above information must be provided as required. Failure to provide this evidence may result in rejection of the bid and award to the next low bidder.

MINIMUM COMPLIANCE REQUIREMENTS:

If the MBE subcontract goals are not achieved, the Bidder shall provide the following documentation to the Board.

- I. MBE Utilization Commitment (MBE Form 1) with the bid.

2. Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions (upon request prior to award). This documentation shall include the following evidence:
 - A. Copies of solicitations for quotes to at least three (3) MBE firms from the source list provided by the Minority -Business Development Agency of the Small Business Development Division, North Carolina Department of Economic & Community Development (hereinafter Minority Business Development Agency) 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. A telephone log of follow-up calls to each firm sent a solicitation.
 - D. For subcontracts where an MBE firm is not considered to be the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
 - E. Documentation of any contacts, correspondence or conversation with MBE firms made in an attempt to meet the goals.

Note: If the Bidder provides sufficient evidence (listed in #1) that the goals stated in the contract documents have been met, or awards all subcontracts to MBE'S, the documentation listed in #2 will not be required.

Upon being named apparent low bidder, the Bidder shall provide a Letter of Intent (MBE) Form 3), complete with a description of the scope of services and dollar value from each MBE firm proposed for use in this contract. 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. The Board reserves the right to waive any irregularities in MBE documentation if they can be resolved prior to award of the contract, and the Board finds it to be in its best interest to do so and award the contract.

SUBCONTRACTOR PAYMENT REQUIREMENTS:

North Carolina General Statute 143-134. 1, states that the percentage of retainage on payment made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the Board to the prime contractor. Failure to comply with this provision shall be considered a breach of the contract, and the contract may be terminated in accordance with the termination provisions of the contract.

The Contractor shall provide an itemized statement of payments to each MBE subcontractor with each request for payment or before final payment is processed.

PROGRAM COMPLIANCE REQUIREMENTS:

All written statements, certification or intentions made by the Bidder shall be come a part of the agreement between the Contractor and the Board for performance of this contract. Failure to comply with any of the these states, certifications, or intentions, or with the MBE Guidelines shall constitute a breach of the contract. A finding by the Board 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 Board whether to terminate the contract for breach.

In determining whether a contractor has made good faith efforts, the Board will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of there efforts. The Board may take into account any or all of the following:

1. Whether the Bidder attended any prebid meetings that were scheduled by the Board;
2. Whether the Bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
3. Whether the Bidder provided written notice to a minimum of three MBE's for each portion of the work subcontract, that their interest in the contract was being solicited in sufficient time to allow the MBE's to participate effectively;
4. Whether the Bidder followed up initial solicitations of interest by contacting MBE's to determine with certainty whether the MBE's were interested;
5. Whether the Bidder selected portions of the work to be performed by MBE's in order to increase the likelihood of meeting MBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate MBE participation);
6. Whether the Bidder provided interested MBE's with adequate information about the plans, specifications and requirements of the contract;
7. Whether the Bidder negotiated in good faith with interested MBE's not rejecting MBE's as unqualified without sound reasons based on a thorough investigation of their capabilities.

Section 000003

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

State of North Carolina AFFIDAVIT A – Listing of the Good Faith Effort

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 1.0101)

- 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 – (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 – (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

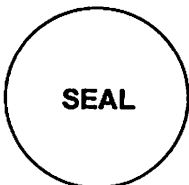
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d).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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



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

Section 000003

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

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

County of _____

Affidavit of _____
(Name of Bidder)

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

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

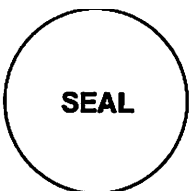
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



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

Section 000003

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by Minority 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 minority businesses as defined in GS143-128.2(g) is equal to or greater than 10% of the bidders total contract price then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

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

(Project Name)

Project ID# _____ Amount of Bid \$ _____

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

Attach additional sheets if required

Name and Phone Number	*Minority Category	Work description	Dollar Value

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

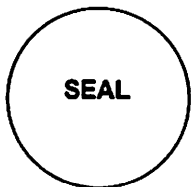
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



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

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

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

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

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

(Project Name)

Project ID# _____ Amount of Bid \$ _____

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

Name and Phone Number	*Minority Category	Work description	Dollar Value

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

Examples of documentation include, but are not limited to, the following evidence:

- 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. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

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

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

Section 000003

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 _____

Section 000003

**APPENDIX E
MBE DOCUMENTATION FOR CONTRACT PAYMENTS**

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

SCO Project ID: _____

Pay Application #: _____ Period: _____

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

MBE FIRM NAME	* TYPE OF MBE	AMOUNT PAID THIS MONTH (With This Pay App)	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

*Minority categories: Black (B), Hispanic (H), Asian American (AA), American Indian (AI), White Female (WF), Socially and Economically Disadvantaged (SED), Disabled (D)

Approved/Certified By: _____

Name

Title

Date

Signature

SUBMIT WITH EACH PAY REQUEST - FINAL PAYMENT - FINAL REPORT

(Revised on 2/5/2008)

BID BOND

(ALL BIDDERS ARE STRONGLY ENCOURAGED TO USE THIS FORM)

Date of Execution
of this Bond:

Name and Address of
Principal (Bidder):

Name and Address
of Surety:

Name and Address
of Obligee:

THE BUNCOMBE COUNTY BOARD OF EDUCATION, a body
corporate of the State of North Carolina, 175 Bingham Road,
Asheville, NC 28806.

Amount of Bond:

5% of the maximum potential contract award for all bids submitted.

Bid and Proposal
dated:

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named who is duly licensed to act as SURETY in the State of North Carolina, are held and firmly bound unto THE BUNCOMBE COUNTY BOARD OF EDUCATION, a body corporate of the State of North Carolina, as Obligee, in the penal sum of FIVE PERCENT (5%) of the amount bid in the bid and proposal described in 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.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall be awarded the contract for which the bid and proposal above described is submitted and shall execute the contract, give bond for the faithful performance of the contract, and give bond for the payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, within then (10) days after the award of the same to the Principal above named, then this obligation shall be null and void; but the Principal above named fails to so execute such contract and give performance bond and payment bond as required by Section 129 of Chapter 143 of the General Statutes of North Carolina, as amended, and Article 3 of Chapter 44A of the General Statutes of North Carolina, as amended the Surety shall, upon demand, forthwith pay to the Obligee the amount of this bond set forth above.

IN WITNESS WHEREOF, the Principal above named and the Surety above named have executed this instrument under their several seals on the date set forth above.

Principal (Name of individual, individual and trade name, partnership, corporation or joint venture)

WITNESS:

(Proprietorship or Partnership)

BY: _____ (Seal)

TITLE: _____
(Owner, partner, office held in corporation, joint venture)

(Corporate Seal)

ATTEST: (Corporation)

BY: _____

TITLE: _____
(Corporate Secretary or Assistant Secretary only)

SURETY (Name of Surety Company)

WITNESS:

BY: _____
TITLE: Attorney-in-Fact

(Corporate Seal of Surety)

(Address of Attorney-in-Fact)

COUNTERSIGNED:

N.C. Licensed Resident Agent

PERFORMANCE BOND

Date of Execution
of this Bond:

Name and Address of
Principal (Contractor):

Name and Address
of Surety:

Name and Address of
Contracting Body:

THE BUNCOMBE COUNTY BOARD OF EDUCATION, a
body corporate of the State of North Carolina, 175 Bingham Road,
Asheville, NC 28806.

Amount of Bond:

Contract:

That certain contract by and between the Principal and the
Contracting Body above named, dated _____
for _____

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, as identified and 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.

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounded 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.

Principal (Name of individual, individual and trade name, partnership, corporation or joint venture)

WITNESS:

(Proprietorship of Partnership)

BY: _____(SEAL)

TITLE: _____
(Owner, partner, officer held in corporation, joint venture)

(Corporate Seal)

ATTEST: (Corporation)

BY: _____

TITLE: _____
(Corporate Secretary of Assistant Secretary only)

WITNESS:

Surety (Name of Surety Company)

BY: _____

TITLE: Attorney-in-Fact

(Corporate Seal of Surety)

(Address of Attorney-in-Fact)

COUNTERSIGNED:

N.C. Licensed Resident Agent

PAYMENT BOND:

Date of Execution
of this Bond:

Name and Address of
Principal (Contractor):

Name and Address
of Surety:

Name and Address of
Contracting Body:

THE BUNCOMBE COUNTY BOARD OF EDUCATION, a
body corporate of the State of North Carolina, 175 Bingham Road,
Asheville, NC 28806.

Amount of Bond:

Contract:

That certain contract by and between the Principal and the
Contracting Body above named, dated _____
for _____

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, as identified and shown above and hereto attached.

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

THIS PAYMENT BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

PYB 1

IN WITNESS WHEREOF, the above-bounded 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.

Principal (Name of individual, individual and trade name, partnership, corporation or joint venture)

WITNESS:

(Proprietorship of Partnership) BY: _____ (SEAL)

TITLE: _____
(Owner, partner, office held in corporation, joint venture)

(Corporate Seal)

ATTEST: (Corporation)

BY: _____

TITLE: _____
(Corporate Secretary of Assistant Secretary only)

Surety (Name of Surety Company)

WITNESS:

BY: _____

TITLE: Attorney-in-Fact

(Corporate Seal of Surety)

(Address of Attorney-in-Fact)

COUNTERSIGNED:

N.C. Licensed Resident Agent

PYB 2

Buncombe County Schools

**Enka Middle School
Retrofit Metal Roof**

Phase V

4/8/2020

Specifications

Metal Roof Consultants, Inc.

105 Versailles Drive

Cary, NC 27511

(919) 465-1762

Charles R. Howard, PE



DIVISION 7 – THERMAL AND MOISTURE PROTECTION

Section 7200 – Insulation

A. Fiberglass Insulation

1. Install ten (10) inches, R = 30, of un-faced fiberglass blanket insulation directly over the existing roof as roof panels are installed. Install insulation with tight joints over all roof areas above enclosed spaces as well as around any and all metal roof support structures. Do not install insulation more than 8' ahead of metal roof panels. The insulation shall have a flame spread rating of not more than 25 and a smoke developed rating of not more than 450.
2. At overhangs insulation should extend one foot past exterior walls.
3. Minimize traffic over installed insulation and adjust the position of batts just prior to covering with roof panels.
4. Keep insulation dry and replace any sections that become wet.
5. Insulation to be kept in a dry area, or effectively covered and raised from ground contact, prior to installing on the roof. The insulation is to remain in the factory applied covering until such time that it can be installed in a dry and protected condition. Any unprotected areas where insulation could become saturated shall be temporarily protected to prevent such saturation. Any insulation that becomes saturated, and is also crushed by foot traffic preventing the insulation from drying to the original thickness, shall be removed from the site and new insulation installed in its place.

B. Thermal Breaks

1. A foam spacer will be applied to the top of all structural members that will directly support a roof panel and/or flashing. This spacer will be sufficient to provide such a separation without deforming the panel. The spacer material will have a factory applied adhesive on one side that will adequately adhere to the support member without allowing the spacer material to move.
2. Provide thermal breaks continuous between panel clips and between roof framing members and the new metal roof panels.
3. Provide positive attachment of thermal breaks to the roof framing members. Thermal breaks must stay in place.

DIVISION 1 – GENERAL REQUIREMENTS

Section 1010 – Summary of the work

Scope of Work

1. The work consists in general of furnishing and installing a retrofit, standing seam metal roof system over specific areas of the existing roofs at Enka Middle, Phase V, per the accompanying bid drawings.
 - a) Install steel sub-framing to support new metal roofs (minimum pitch = 1/2" per foot). See plans for various required slopes.
2. Relocate and offset all rooftop equipment, including HVAC equipment, exhaust stacks, plumbing vents, and other rooftop units. Relocation or covering of these units will be incorporated with the new metal roof system, with all interfaces with the new roof included in the specified manufacturer's weathertightness warranty.

All mechanical, electrical and controls work to be completed with required Buncombe County Permits, inspections, and acceptance. Provide copies of all required permits acknowledging acceptance of any and all alterations.

3. Install 10" un-faced fiberglass insulation above the existing roof and over all interior spaces.
4. Install new, standing seam, interlocking metal roof system complete with all trim, flashings, gutters, downspouts and accessories as required to provide a 20 year warranty on material and weathertightness from the manufacturer.
5. Provide positive ventilation of the cavity between the old and the new roofs.
6. If present, remove and dispose of all loose gravel from existing built-up or single ply roofs. For single ply ballasted roofs, provide some form of temporary ballast prior to installation of clips.
7. All building components which require specific designs for this project shall be designed in accordance with the drawings and these specifications and with all applicable codes in their current version. The critical code documents include, but are not limited to, the 2018 NC Building Code, ASCE-7 - 16 and ASTM E-1592 (to verify structural capacity of the structural roof panel system). Where design requirements vary, the stricter requirements shall be used for the component design.
8. All work at this project shall be performed within the project limits as agreed to with the owner at the pre-construction meeting.
9. **Schedule / Liquidated Damages** – Time schedule and associated liquidated damages will be addressed at the pre-bid meeting and identified in the meeting minutes to be included in the bid documents.

Special Conditions

1. Application of materials shall be in accordance with the approved supplier's recommendations as approved by the engineer.

2. The buildings will be occupied during installation of the new metal roof. The contractor shall be responsible for the conditions of the buildings and grounds, and shall at all time make adequate provisions to protect adjacent work, materials and users of the building. Discarded materials shall be picked up daily. Care shall be taken in removing discarded materials or equipment from the roof so as not to cause injury to persons or damage buildings and grounds. All stored materials and equipment shall be secured so as not to present a hazard to building occupants or existing structures.

The contractor is to schedule deliveries and noisy operations (cranes, forklifts, etc.) in a manner to minimize the interior teaching environment disruption. The contractor is to cease or modify any such disruption immediately if directed by the engineer, owner, or principal of the school.

The contractor is to coordinate the work schedule to accommodate any school state testing days and special events. These days will be identified by the owner during the pre-construction meeting. A minimum of six (6) full days during the duration of the project should be included as days when work cannot be performed due to these school activities.

3. The contractor shall keep the work area free of all unauthorized or objectionable persons.
4. At the end of the project the contractor shall remove all surplus materials from the premises. All damages to buildings or grounds caused by the work of the project shall be repaired by the contractor.
5. Upon completion of the work a final inspection shall be held with the contractor, engineer and owner.
6. The contractor shall have on the site at all times that work is underway, an experienced foreman or superintendent (3 years minimum) who is responsible for the work. Foreman to be experienced with work similar in nature to the work associated with this project. If the engineer deems the foreman not to be adequately experienced, the contractor will replace the foreman with one acceptable with the engineer. Acceptance by the engineer will not be unjustly withheld.
7. The uninterrupted operation and use of the school facility is essential to the owner's operations. For this reason, the contractor shall designate and identify to all interested parties, the authoritative person in the contractor's employ who will be responsible for all contract and subcontract work, and who can be immediately contacted at any time, day or night, throughout the duration of the contract and who will have authorization to order work or repairs at any time that might be urgently required as a result of the contractor's work.
8. The work crew shall have at least one experienced worker (2 years minimum) for each inexperienced worker, excluding the foreman, as judged by the engineer.
9. The work crew shall consist of no more than 6 workers for each foreman. If more than 6 workers are on the job, then a second foreman with 3 years minimum experience, acceptable with the engineer as being adequately experienced, will be required.
10. Care shall be directed to the protection of roof top equipment. Equipment damaged by the contractor shall be replaced at the contractor's expense.
11. All penetrations through the existing roof membrane or damaged membrane must be sealed daily. On existing built-up roofs all penetrations and repairs shall sealed with hot asphalt. The contractor shall

be responsible for the repair or correction of all damage caused by leaks that are a result of the roofing operation.

12. All connections (drilling or bolting) into the existing steel or concrete roof structures shall be done after school hours or on days when school is not in session or after authorization from the owner when no students or teachers are under the area where this work is being performed.
13. The successful bidder shall obtain a county, state and national criminal history covering the past ten years on any contractor applicant or contractor employee. As a minimum, criminal information sources will include State and National access to the SBI/DCI Criminal History Record Information for the prospective worker's residence(s). The Contractor shall provide a Criminal Histories Report two weeks prior to arriving on-site" and said report will be updated monthly for all new hires. Prospective workers who refuse to provide fingerprints and/or consent to the Criminal Background checks or who have been convicted of sexual deviance, sexual crime, domestic violence, violence against another human being, larceny, alcohol/drug trafficking, alcohol/drug abuse or any other disqualifying offense as determined by the Owner, will not be allowed on the property.
 - a) All background checks will be consistent with the NC Jessica Lunsford Act-House Bill 933 which states that it is "unlawful for a sex offender to be on certain premises (such as schools, playgrounds and child care centers); to address education and health of juveniles subject to restrictions; and to require sex offender registries checks of school contractual personnel before allowing them to have direct interaction with students."

Section 1020 – Allowances and Unit Prices

Allowances

All bidders are to include an allowance of **\$10,000** in their base bid amount. This allowance is to be used for additional work authorized in writing by the owner, through the engineer, and is to include the contractor's overhead and profit. No work utilizing this allowance is to occur without prior written consent from the owner and a formal change order issued.

Section 1100 – Alternatives

Alternate #1 – None

Alternate #2 - None

Section 1200 – Project Meetings

Pre-construction conference

After award of contracts and prior to commencement of construction by the contractor, a pre-construction conference will be scheduled for representatives of the owner, the contractor's project manager and job superintendent or foreman, and the engineer. The engineer will coordinate and announce the meeting.

At this meeting the contractor will provide a project schedule for approval. Coordination between contractor and owner activities will be discussed, including any interruptions in utilities or other interruptions to the owner's operations, and the date for the subsequent monthly meetings will be set.

Progress Inspections

The engineer will have the work inspected at least two (2) times per month when field work is in progress. These inspections will be conducted by MRC's engineer or another qualified metal retrofit roof inspector acceptable to MRC and the Owner. A report will be generated after each of these visits, and prior to the next visit, depicting status of the work in place and any anomalies seen at the time of the visit. These reports will be sent to the contractor and the Owner. Unless special conditions are approved, contractor pay applications will be adjusted for any open items from reports within two (2) weeks of any such pay application date.

Close-out Meeting

A close-out meeting will be held on site after the final manufacturer warranty has been issued and all punch list items corrected by the contractor. The engineer, Owner, and contractor will attend this meeting, walk the site to confirm all outstanding punchlist items have been resolved, and determine that all final paperwork is in order. The contractor's final application for payment will be processed at this meeting, if all items are completed to the engineer's and Owner's satisfaction.

Section 1400 – Control of the work

The contractor shall provide and set all controls and be responsible for any and all construction staking or other devices required to establish on the site all lines, levels, grades and measurements necessary for the proper execution and control of the work required by the drawings and project manual.

All finished surfaces shall conform to the lines, levels, grades and dimensions shown on the drawings and project manual except for deviations that are approved by the engineer and owner.

Section 1500 – Temporary Facilities and Controls

Temporary Utilities

The contractor shall make arrangements for and furnish at his own expense all lighting, telephone and other temporary utilities necessary for construction. Temporary electricity and water furnished by the owner will be available on or near the site, for the contractor's use.

Construction personnel other than the project manager and superintendent/foreman shall not enter the buildings on the site to use a telephone.

Temporary Toilets

The contractor shall provide and maintain temporary toilets at his own expense as necessary for the use of all construction personnel. They shall be located and built in accordance with state, county and local ordinances and shall be maintained in a sanitary condition.

Toilets within the existing buildings on the site, or other toilets provided for school activities, shall not be used by construction personnel.

Temporary structures

The contractor shall provide all necessary storage sheds temporary field office or other temporary structures required for his own use. All temporary structures shall be maintained in a sound and safe condition until no longer required. At which time they shall be promptly removed from the project site. The cost of any such structures will be borne by the contractor.

Section 1700 – Safety

In accordance with generally accepted work practices, the contractor shall be solely and completely responsible for the conditions of the work site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

The duty of the owner or engineer to conduct inspections, field observations, construction review (field review) of the contractor's performance is not intended to include review or inspection of the adequacy of the contractor's safety measures, in, on, or near the construction site.

The drawings, project manual and contract documents do not contain the necessary components for safety during construction. Such components shall be the responsibility of the contractor to provide and maintain.

The contractor shall maintain the area within the project limits in a clean and safe condition.

Section 7610 – Metal Roofing and Structural Framing

PART 1 - GENERAL

1.1 SUMMARY AND RELATED DOCUMENTS

- A. The drawings and general provisions of the project manual including Bidding Requirements, Conditions of the Contract and Division 1-Specifications sections, apply to the work of this section.

1.2 PERFORMANCE REQUIREMENTS

- A. Extent of each type of preformed metal roofing shall be capable of supporting the required dead and live loads and wind uplift loads. The preformed metal roofing system shall have passed the “Test for Wind-Uplift Resistance of Roof Assemblies-UL 580”, Class 90 rating. In addition, the metal panel system shall have been tested for wind uplift resistance using an ASTM E-1592 test.
- B. The preformed metal roofing system, including the light gage supporting structure, shall resist wind uplift pressures as determined from ASCE 7-2005, “Minimum Design Loads for Buildings and Other Structures”, and all appropriate and current state and local building codes.
- C. The new metal roof shall be a complete system including, but not limited to, metal roof panels, gable walls, fascia and mansard panels, soffit panels, flashings, closures, cap trim, metal gutters and downspouts, clips accessories, fasteners, sealants for roof components, extended plumbing vents, roof curbs for mechanical equipment, insulation and an approved light gage steel framing system to support the new roof from above the existing roof structure.
- D. Structural Framing Design: The following standards shall be used for designing roof components as appropriate. Where minimum standards are required they shall not reduce more stringent requirements of these drawings and specifications.
 - 1. 2018 North Carolina State Building Code
 - 2. ASCE 7-2016, “Minimum Design Loads for Buildings and Other Structures”
 - 3. AISI Cold Formed Steel Design Manual, latest edition
 - 4. AISC Manual of Steel Construction, latest edition
 - 5. ASTM E-1592 Test for metal roof system
- E. Existing Framing analysis: The existing structure has been analyzed and it has been determined than an additional 3.0 psf of dead-load due to the metal retrofit system can be structurally resisted as long as the new retrofit roof distributes all loads, live and dead, in a uniformly engineered manner. A Professional Engineer licensed in NC shall determine the appropriate arrangement of new supports, as well as structural attachments to the existing structure, to prevent overloading of any existing structural elements. This engineer shall submit sealed drawings and calculations for the new framing system for approval.
- F. Framing and panel design: All roof panels and support framing shall be designed for a minimum of 20 psf of live load uniformly distributed over the roof area, snow drift loads as required, and wind uplift based on ASCE 7-05. See drawings for wind uplift calculation factors. The value of

all connectors shall be computed using a safety factor of at least 2.0. Appropriate importance factors shall be used for assembly areas. The new roof covering, fasteners and new framing shall weigh approximately 2.5 psf.

1. The deflection of framing members supporting the new metal roof shall not exceed L/180 when fully loaded.
 2. Adequate bracing is to be installed to provide for the structural stability of the loaded framing system without any assistance from the covering or accessories.
 3. New framing shall be designed in such a way that roof loads are transferred through the framing and into the structural members of the existing roof in locations at or near panel points of existing steel bar joists.
 4. All framing components shall have a minimum thickness of 16 gage. All base clips shall have a minimum thickness of 14 gage.
 5. Fasteners are to be installed of the size and spacing needed to resist required loads, and as required for penetration of existing substrates.
 6. Through penetration of the new roofing surface by exposed fasteners shall occur only for non-structural flashing connections at terminal locations of the roof panels. All such covering fasteners shall be coated steel screws with weather seal washers. The finish on the screws shall match the finish on the panels. An exception shall be made for roofs with slope greater than ½” in 12”. These higher sloped roof panels shall be pinned to a structural member at the eave end only.
- G. Ventilation: The cavity between the existing roof and the new metal roof panels shall be ventilated to provide a minimum of 5 air changes per hour with a 5 mph wind. Static ventilation shall be incorporated within the ridge assembly and air intake shall be incorporated along the eaves with vented panels or trim.
- H. Roof Drainage System. The contractor is not responsible for site drainage. New downspouts that may terminate at existing boot locations shall be connected to the existing boot by the contractor, and concrete splash blocks shall be provided at all remaining locations. Contractor shall install splash blocks high enough to allow water to drain away from the building. Downspouts may not empty directly onto sidewalks at building entrances. Downspouts that empty onto a lower roof shall be attached to a manifold that diverts that water to several roof panels.
1. Maximum downspout spacing to be 30’-0”.
 2. Minimum gutter cross-section to be 49”.
 3. See drawings for gutter configuration and supports.
- I. Roof-Top Equipment: Roof top equipment and round roof openings larger than 13” diameter shall be integrated into the new roof system utilizing .06 minimum aluminum curbs (minimum – thicker curb materials and/or configurations required by the manufacturer shall be provided). Roof openings shall be structurally supported around all edges by the framing system.
1. See bid drawings for approximate locations of all roof-top units to be raised.

J. HVAC work to be performed:

- 1) Raise existing 2", 3", and 4" plumbing vents with PVC through new metal roofing. Exact quantities are to be determined by the contractor prior to bidding. All vent stack extensions to be a minimum of 8" above the top of the new metal roof rib. Stacks to be located in the center of the metal roof panel with a minimum of 3" clearance from the panel ribs. All stacks to be permanently flashed with a Buildex Dek-Tite or equal, with this flashing being covered by the manufacturer's weathertightness warranty.
- 2) Raise existing exhaust fans, with electrical, to roof curbs installed in the new metal roof. The roof curb and the flashing connections to the metal roof will need to be included in the manufacturer's weathertightness warranty.
- 3) Raise existing vents/intakes, with electrical if applicable, to roof curbs installed in the new metal roof.
- 4) All abandoned roof top unit openings are to be removed prior to construction start, a 1 hour rated assembly is to be inserted in the opening and the wood liner is to be completely covered with a layer of 5/8" gypsum board, separating the interior space from the wood. A watertight metal cover is to be installed over these units to remain watertight during construction. The units to be abandoned will be noted by the Owner during the pre-bid meeting and identified in Addendum #1 covering this meeting.
- 5) All necessary electrical, plumbing, and HVAC work to be included to relocate all units into the new metal roof. All necessary Buncombe County permits are to be obtained and all inspections are to be scheduled. Final approval from the County will be required in the close-out documents prior to final payment. Complete start up, check and test all mechanical units after reinstallation is complete.
- 6) All mechanical units that require moving to accommodate the new metal retrofit roof will require all control wiring to be extended per ASHRAE standards.

- K. Fascia and gable panels and trim shall completely cover the existing gravel stop. The existing metal gravel stop may be removed for installation of the new trim if necessary. Add, replace or remove existing fascia as required to provide straight and true lines in the metal trim along the new fascia.

1.3 Submittals and Shop Drawings

- A. Product Data: For each product indicated. Include details of construction relative to materials, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show fabrication and installation layouts of sheet metal roofing, including plans, elevations, and keyed references to termination points. Shop drawings to be drawn to scale, with all major dimensions identified. All plan drawings to be at least 1/8" scale and details at least 1" scale. Distinguish between shop and field-assembled work. Shop drawings must be approved prior to fabrication. Shop drawings must carry manufacturer's approval prior to submitting to the Engineer. Payment will not be made for materials delivered to the site and/or work that are completed prior to shop drawings being approved by the engineer. Include the following:
1. Details for forming sheet metal roofing, including seams and dimensions.
 2. Details for joining and securing sheet metal roofing, including layout of fasteners, clips, and other attachments. Include pattern of seams.
 3. Details of termination points and assemblies, including fixed points.
 4. Details of expansion joints, including showing direction of expansion and contraction.

5. Location of roof penetrations.
 6. Details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counter-flashings.
 7. Details of special conditions.
 8. Details of connections to adjoining work.
 9. Details associated with the light gage metal framing system, including lay-out, attachment to existing structure, bracing, connections, etc.
 10. All shop drawings to be drawn to scale, with scale indicated, plus with critical measurements identified.
 11. Provide calculations, prepared by a Professional Engineer licensed in the State of North Carolina, using formulas and wind speed charts per ASCE-7-05, and apply the results of the manufacturer's ASTM E-1592 test to determine structural framing materials and locations, as well as panel clip locations. Submit certification that the proposed roofing system design as detailed by the shop drawings will meet the loading and design requirements specified herein and the requirements of the current North Carolina State Building Code.
- C. Wind Uplift Verification: Submit data on all fasteners to show that screws and other fasteners will safely resist wind uplift loads. Where data is not site-specific, fasteners shall be pull-tested at the site, and a design value determined by dividing the average pull value by the fastener manufacturer's recommended safety factor (not less than 2.0). At least 5 pull tests must be made for each different type of framing.
- D. Material Certification: Submit certification from the supplier of the light gage framing members stating the ASTM designation, the minimum yield strength (minimum to be 55 ksi), and the thickness of the steel sheets from which the new framing will be fabricated.
- E. Cavity Ventilation: Submit calculations for ventilation of cavity. Cavity to have at least five (5) air changes per hour. Continuous ridge and eave vents to be used to provide required air flow. Use of "Penn Vents" not to be used to provide air flow.
- F. Project Manuals: At the end of the project, four (4) project manuals shall be submitted by the contractor. The manuals shall contain submittal data, as-built changes, manufacturer approvals of drawings and warranties, etc.
- G. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:
1. Sheet Metal Roofing: 36 inches long by actual panel width, including finished seam. Include fasteners, cleats, clips, battens, closures, and other attachments.
- L. Warranties: Provide the special weathertightness warranty specified in this section. The warranty shall be executed by both the manufacturer and the certified installer. A copy of the actual warranties to be provided by the framing and panel manufacturer are to be submitted to and approved by the engineer prior to materials being ordered. None of these materials will be paid for by the owner until such time that these warranties are approved. The warranty shall cover the labor and materials associated with the entire roof assembly, which includes, but is not limited to:
1. Metal roof panels.
 2. Roof curbs.
 3. All panel flashings and terminations.

- M. Material Warranties: Provide material warranties for both the Galvalume coated substrate and the factory painting of the panels. The warranty shall not exclude damage to the metal materials caused by improper coating of either the Galvalume or paint coatings or the handling of the materials, including forming the coiled materials into the required metal panel or metal accessory shape. The material warranties need to be submitted to the engineer with the bid documents and will be cause for deeming the bid non-responsive if they do not conform with the specifications. The bidders and/or approved manufacturers may pre-submit these documents to the engineer for review and approval prior to the bid.
- N. Building Permit: Provide a copy of the building permit, secured by the building department having jurisdiction at this project site, prior to any work being initiated on the actual roof areas involved. Cost of this permit is the sole responsibility of the contractor.

1.4 QUALITY ASSURANCE

- A. Field Measurements: Prior to fabrication of prefabricated panels, take field measurements of existing structure or substrates to receive panel system. Allow for trimming of structural units where final dimensions cannot be established prior to fabrication.
- B. The contractor may core the existing roofs prior to the bid or prior to installation by coordinating the core process with the owner and by weatherproofing the core locations immediately after identifying the sample.
- C. Special Project Warranty: Provide written “weather tightness” warranty, signed by the manufacturer of the primary roofing materials and his authorized installer agreeing to replace or repair any defective materials and workmanship. The warranty shall cover the entire installation (sub-framing, clips, panels, fasteners, rakes, eave, ridge, valley flashing, and roof to wall flashing and curb conditions) as well as all materials, other than gutters and downspouts that are supplied by the manufacturer. The entire roof system must qualify for the roof panel manufacturer’s weather tightness warranty.
1. Defective materials and workmanship shall be defined to include each of the following items should they occur during the warranty period.
 - a. Any portion of the roofing system which leaks.
 - b. Any portion of the roofing system which deteriorates to the point that it can no longer support the required roof loads.
 - c. Any portion of the roof system where the material finish deteriorates to the point that bare metal is exposed and or oxidizes.
 - d. Any portion of the roof system where the material finish fades beyond the limits shown on material submittals.
 2. The manufacturer will provide an approved and certified independent third party inspection firm to inspect the work. The inspection firm will conduct three (3) inspections throughout the construction process and issue a certificate of compliance during the final inspection phase of the project, certifying that the roof system should be

approved to receive the 20 year weathertightness warranty. Independent firms must be members of RCI, IRWC, or licensed professional engineer in NC and be approved by the manufacturer issuing the warranty. The manufacturer may send their own representative to inspect the finished product so long as the representative is a technical field inspector and a written report is generated by the person making the inspection.

The roof inspections will be required throughout the project duration, with the engineer being scheduled to attend each manufacturer based inspection. The engineer will receive a written report after each inspection from the manufacturer within seven (7) working days of any inspection. If the inspections are not made at an appropriate time during construction, or the ensuing reports are not received as specified, the contractor's following pay application will be held until such time that this necessary work is brought current.

3. The weathertightness warranty shall not exclude workmanship by the contractor as a reason that the manufacturer would avoid liability. Provide whatever warranty available by the manufacturer that will not exclude workmanship.
4. The above warranty requirements shall not limit other requirements which are a part of a manufacturer's standard 20 year warranty.\
5. All warranties shall adhere to the venue and laws of Buncombe County.
6. Warranty Period: The warranty period is for 20 years.
7. Warranty Amount: The warranty dollar amount shall be equal to at least 100% of the contract amount for the total metal roof project.

D. DELIVERY, STORAGE AND HANDLING

1. Deliver and store prefabricated components, sheets, panels and other manufactured items so they will not be damaged or deformed at the time of installation. Damaged panels will not be accepted.
2. Take care that bundles of roof panels and wall panels are not deformed by lifting straps or other equipment when being loaded, unloaded or set on the roof. Stout spacers must be placed around the panels to prevent lifting straps from deforming the panels. Deformed panels are not acceptable.
3. Materials should be kept dry and ventilated during storage. Store metal sheets and panels so that water accumulations will drain freely. Do not store sheets or panels in contact with other materials that might cause staining. Protect materials from wind damage during delivery, storage and handling.
4. Contractor shall determine with the owner what locations shall be suitable for storage and for delivery of materials to the roof.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Subject to compliance with the drawings and specifications, provide the preformed roofing system listed below or an approved equal. Only 16” wide flat pan panels with 2” vertical interlocking seams as herein specified will be considered. Panels must be steel with a galvalume coating. Aluminum decks and other systems such as “T-rib” or “Zip-rib” or other batten type systems are not acceptable. Provide roofing panels, structural support (framing) materials, flashing and accessories from a single manufacturer. Approved manufacturers, roof panels and warranties are:

1. MBCI: Batten Loc, with the Single Source II, 20 year warranty modified if necessary to show specified liability amount.
2. MRS: MRS 2500, with a 20 year weathertightness warranty meeting the specified liability amount
3. McElroy Metals: MAXIMA roof panels with a 20 year weathertightness warranty meeting the specified liability amount.

Any additional manufacturer’s requesting approval must submit sufficient data to the engineer at least 7 days prior to the bid in order for consideration to be given. Requests to only be made from a qualified bidder and not directly by a manufacturer or manufacturer's representative. A written addendum will be issued no later than 5 days prior to the bid listing any additional approved manufacturers. Manufacturer’s not listed above, or approved by addendum prior to the bid date, will not be considered after the bid date. Roofing panels must be fabricated in the manufacturer’s factory. On site rolling or fabrication of panels using portable forming equipment will not be accepted.

B. SHEET MATERIAL

1. Steel roof panels shall be minimum 24 gage steel, coated on both sides with a layer of aluminized zinc alloy (approximately 55% aluminum and 45% zinc) applied by the continuous hot dip method to a minimum thickness of 0.55 ounce per square foot as determined by ASTM A-792 triple spot test.
2. The wall panels will be equal to MBCI’s PBD panel, with 32” coverage, 5/8” high ribs, 26 gage materials, and a Kynar coating to match the existing wall panels from the 2014, Phase I retrofit project.
3. In general, apply coatings before forming and fabricating panels, as required by coating process and as required for maximum coating performance capability.
4. All roof panels, wall panels, and trim shall receive a full strength 70% Kynar 500 (2 coat system) coating baked on for 15 minutes at 450° F, in a dry film thickness of 1.0 mil, 30% reflective gloss (ASTM D 523), over a 0.2 mil baked on modified epoxy primer.

- a. Provide a durable coating that has been field tested under normal range of weathering conditions for a minimum of 20 years without significant peel, blister, flake, chip, crack or check in finish, and without chalking in excess of 8 (ASTM D 659), and without fading in excess of 5 NBS units. Provide separate finish warranties on all factory pre-painted materials. The color of wall panels and all pre-painted trim shall be selected by the owner from the manufacturers standard color chart. **The intention of the owner is to select a color that best matches the blue roof and walls of Phase IV metal roof and wall construction at this school.** The contractor shall provide the owner with a minimum of one pint of air dry system Kynar touch-up paint for each 1500 sf of wall panel and for each 10,000 sf of roof panel, or a maximum of one gallon for the entire project. If there is more than one color of trim or panels, a minimum of one quart must be provided for each color.

C. MISCELLANEOUS MATERIALS

1. Roof Accessories: Provide components required for a complete roofing system, including prefabricated corner trim, ridge closures, clips, flashings, sealants, expansion joint covers, gaskets, fillers, closure strips, curbs, rake edge trim, and similar items. Materials and finishes to be as identified on the drawings.
 - a. Gutters & Downspouts: Provide closed end gutters and downspouts in locations indicated on the drawings. The material for gutters and downspouts shall be pre-painted steel with a minimum thickness of 24 gage. Sizing of gutters and downspouts is indicated on the drawings, and shall be in accordance with the Architectural Sheet Metal Manual by SMACNA. The rate of rainfall for sizing gutters and downspouts shall be 6 inches per hour. Gutter straps to be a minimum of 32" on center. Downspouts to be attached to the building walls at a minimum of 6'-0" on center with an approved bracket.
 - b. Pipe Flashings: Provide EPDM rubber flashings for plumbing vent pipe penetrations in the metal roof. Provide clamping ring, sealant, and fasteners as recommended by manufacturer. Use Buildex Deck-Tite or approved equal.
 - c. Metal Roof Curbs: Fabricate metal roof curbs from mill finish aluminum of .080" minimum thickness. Component connections between the curbs, cricket, and base shall be continuously welded to obtain water tight conditions. Provide integral crickets on high side of curbs. On 10' long curbs (two), brace top of 10' sides at midpoint. If roof system manufacturer requires thicker or higher curbs, the contractor shall furnish what the manufacturer requires to obtain the required weathertightness warranty. All curbs are to be powder-coated to match the color of the metal roof panel.
 - d. Vents: Vents from the building interior must be raised to the new roof level unless identified to be abandoned in place. Wherever an existing gravity ventilator less than or equal to 12" in diameter is to be raised, provide a new round ventilator equal to a 12" Penn Ventilator constructed of aluminum and painted to match the roof color.
 - e. Cavity ventilation: Provide screened eave and ridge ventilation continuous at eave and ridge conditions to provide the 5 air changes per hour air flow required by these specifications.

- f. **Snow Guards:** Snow guards equal to S-5! ColorGard are to be included in the bid amount. These snow guards are to be located 1'-0" above all eaves for the entire project.

D. PANEL FABRICATION AND PERFORMANCES

1. Roof panels shall be 16" wide with 2" high standing seams. Panels shall have a flat profile. Minor corrugations (1/8" or less) are allowed, if such corrugations are required to prevent oil canning of the flat panels.
2. The exposed metal roof covering shall be 24 gage minimum, 50,000 psi yield strength, steel panels, coated with zinc-aluminum (Galvalume) with a Kynar based paint coating.
3. Roof panels shall be standing seam interlocking design and secured to the supports with a concealed structural fastening system. The concealed system shall provide minimal through penetration of the exposed roofing surface and allow for the roof covering moving a minimum of 1" in either direction, independently of any differential thermal movement by the framing system.
4. Except at the concealed fastener there shall be no thermal contact of the roof panels with the supporting member.
5. The standing seams shall have integral male and female interlocking ribs with a factory applied, non-hardening sealant, and the seams shall be continuously locked or crimped together by mechanical means during installation.
6. Concealed clips used for securing the roof panels to the supporting members shall have a protective metallic coating.
7. Deflection of the roof panels shall not exceed L/180 of its span when supporting all required vertical loads.
8. Wall panels shall be minimum of 26 gage, fabricated for lapped seam installation using neoprene backed through fasteners.
9. End laps in roof panels are only permitted when a panel run exceeds 48'. The location of end laps shall be subject to approval by the engineer. Provide continuous lengths from ridge to eave wherever possible. End laps must be shown and detailed on shop drawings.
10. The ridge assembly shall be designed and installed to allow roof panels to expand and contract lengthwise as the temperature of the roof panel's change. A minimum of 1" expansion shall be provided for in the system design.
11. Trim and roof transition flashing shall allow the roof panels to move relative to adjoining materials, including masonry walls. Trim and roof flashing shall be a minimum of 24 gage.
12. Fabricate roof panel joints with factory applied "in seam" sealant to prevent capillary water leakage through panel to panel seams.

Part 3 – Execution

3.1 INSTALLATION

A. Panels:

1. Comply with panel manufacturers and material manufacturer's instructions and recommendations for installation as applicable to project conditions and supporting substrates. Anchor panels and other components of the work securely in place with provisions for thermal movement.
2. Panels shall be clipped to purlins using concealed clips that become roll formed into the panel seams. Center clips to permit movement in either direction along the length of the panel.

3. Panel to panel connections at seams shall be made with a positive, field formed standing seam, rolled with a portable electric seaming machine. As panels are installed, hand form the seam at each panel clip with a hand powered seam crimper to provide positive mechanical attachment of panel seams prior to final crimping of seams.
4. Do not install roof panels until support framing or other supporting substrate is completely braced and installed and properly aligned.

B. Framing:

1. At base clip locations on built-up roofs, spud back embedded gravel to expose a smooth top felt for waterproofing of the base clip connection.
2. All connections (drilling or bolting) into the existing concrete or steel structure shall be done after school hours or on weekends.
3. The contractor is responsible for positive anchorage of all connectors into the structure supporting the existing substrate.
4. All roof penetrations for base clips or roof damage from construction activity shall be sealed daily with hot asphalt on built-up roofs or with butyl caulk compatible with the existing single ply membrane. The contractor is responsible for watertight seals at all penetrations through the existing membrane and shall be responsible for interior damages due to roof leaks during installation of the new roof. It is also the contractor's responsibility to prevent asphalt from entering the building.
5. All framing is to be erected per the approved shop drawings in a plumb and structurally sound manner prior to roof panel installation.

C. Gutters and downspouts:

1. Gutters shall be installed per manufacturer's instructions. All joints shall be watertight.
2. Gutters shall be supported from the roof panel with a strap at no more than 32" on center.
3. Downspouts shall be erected plumb. Supports shall be attached to the wall no more than 6'-0" on center. The downspouts shall not be more than 2" from the wall once they are away from the outlet elbow area.
4. Downspouts shall terminate at grade or lower roof level as follows:
 - a. If an underground hub is in place, connect to the boot in a manner that will not allow water to exit at that joint.
 - b. If there is no existing underground hub, the contractor is to provide a concrete splash block that slopes away from the building.
5. If a downspout terminates at a lower roof level, install a manifold, made from the same material as the downspout, which will deposit the water into at least three (3) panels. The ends of the manifold should remain open

D. Flashing and Trim:

1. Flashings and accessories shall be installed in accordance with approved shop drawings. Flashing conditions shall be approved in writing by the roof system manufacturer prior to the submission of shop drawings and fabrication of materials.
2. Form and fabricate sheets, seams, strips, cleats, valleys, ridges, edge treatments, integral flashings and other components of metal roofing to profiles, patterns, and drainage arrangements shown, and as required for leak proof construction. Provide for thermal expansion and contraction of the work. Seal joints as shown, and as required for leak proof construction. Shop-fabricate materials to the greatest extent possible.

3. Fabricate and install work with lines and corners of exposed components true, plumb and accurate. Form exposed faces flat and free of buckles, excessive waves and avoidable tool marks considering temper and reflectivity of metal.
4. Shingle all flashings for positive drainage.
5. Conceal fasteners and expansion provisions where possible in exposed work and locate so as to minimize possible leakage. Cover and seal fasteners and anchors as required for a tight installation.
6. Remove protective film (if any) from exposed surfaces of exposed metal roofing or related flashing promptly upon installation. Strip with care to avoid damage to finishes.
7. Contractor is responsible for scratches or other damages to all pre-painted exposed materials. Very small scratches may be touched up with approved Kynar ADS paint. All other damaged materials shall be removed and replaced.

E. Roof-top Units:

1. All vents, stacks, and roof top equipment must be extended and offset if required to penetrate the new metal roof.
2. Extend all plumbing vents with PVC pipe and paint to match roof.
3. Extend all duct work with galvanized metal of same gage as existing duct work.
4. Roof mounted HVAC equipment must remain in an upright position while being removed, stored, and reinstalled at the new roof level to prevent damage to the compressor.
5. Where exhaust fans are raised to the new roof level, loose dampers must also be raised and supported by the new curb.
6. When reconnecting electrical power to mechanical equipment, new wiring shall be pulled from the new motor location down to the first junction box under the existing roof structure.
7. Install all raised plumbing vents with 45° swing joints to insure that vents penetrate the panel in the center of the pans, and to insure that the vent stack remains accessible for rodding.
8. New PVC piping must be connected to the existing vent stack with an approved Fernco type connector.
9. When connecting swing joints, use PVC adhesive. Do not use screws to connect pipe joints or pipe bracing.
10. The contractor is responsible for all electrical and HVAC work necessary to relocate any units on the roof. This includes disconnection and reconnection of power wiring, and disconnection and reconnection of HVAC control wiring. The contractor shall be responsible for handling of any units, for furnishing and installing new duct work, and curbs, and for extending gas flues or hot stacks. All electrical and HVAC work must be done in accordance with all applicable codes, and receive all required permits and inspections.

F. Miscellaneous:

1. Remove all loose gravel from built-up roofs and EPDM rubber roofs prior to installation of base clips. All gravel will be disposed of away from the site by the contractor as directed by the owner.
2. Existing communication wiring on the existing roof surface shall be maintained by the contractor during the installation of the new roof. If the owner desires to install or otherwise revise the existing communication wiring, he may do so prior to the installation of roof sheets. The contractor shall coordinate this work with the owner's personnel.

3. Apply 30 # felt on concealed metal surfaces where such surfaces would otherwise be in direct contact with substrate materials (including wood blocking) which are incompatible with or could result in corrosion or deterioration of roofing system materials or finishes.
4. Install gaskets, joint fillers and sealants where indicated and where required weatherproof performance of panel systems. Provide types of gaskets and sealants indicated or as recommended by the panel manufacturer. All sealants are to be placed between two (2) pieces of metal and attached with an approved fastener. Surface caulking will not be considered an approved detail.
5. All field cuts to metal roof sheets or metal flashings, wall panels or trim shall be done with simple shears. Cutting finished materials with power saws, chop saws, or abrasive cut off saws is not permitted.

4.1 CLEANING AND PROTECTION

- A. The contractor shall protect the metal roof work during delivery, storage, installation and cleanup for the duration of the contract.
- B. All roof panels and gutters shall be cleaned of all filings, excess screws and other scraps after installation. Painted surfaces on the roofs, wall panels or trim shall be cleaned of all dirt and debris or stains, etc. for a new appearance at the end of the installation.