


**ADDENDUM #1**

**MAY 6, 2016**

**TRANSMITTED VIA EMAIL: 2 pages**

**TO: ALL PLAN HOLDERS AND POTENTIAL BIDDERS**

**FROM: RON VENTURELLA, PURCHASING OFFICER** 

**SUBJECT: VALLEY SPRINGS MIDDLE SCHOOL PARTIAL ROOF REPLACEMENT  
PROJECT (RFP# 15-16)**

**ADDENDUM NO. 1**

**MAY 5, 2016**

The following changes, revisions, additions, and/or clarifications to the plans and/or specifications are hereby made a part of the original documents. **Be sure to acknowledge this addendum on the proposal sheet.**

**GENERAL**

1. Two Purchase Orders will be issued for this project. The first Purchase Order will be for submittals. The second Purchase Order will be for construction.
2. The following front end documents were left out of the original RFP and are attached the addendum.

MBE Guidelines  
MBE Forms  
General Conditions  
Supplementary General Conditions  
Bid Bond  
Performance Bond  
Payment Bond

**SPECIFICATIONS**

**SECTION 01400 – QUALITY REQUIREMENTS**

2. Delete Paragraph 1.4 A in its entirety and replace with the following:

- A. For the purposes of these specifications, the designation "Superintendent" is hereby defined as the individual present on the job site at all times work is being performed.

#### SECTION 01770 – CLOSEOUT PROCEDURES

3. Delete Paragraph 3.2 A in its entirety and replace with the following:

- A. Contractor shall provide the Owner with a Repair Kit in a new canvas bag or equal portable package suitable for transport and use on the roof by the Owner's maintenance personnel. The Repair Kit shall consist of the following:

1. Scissors
2. Hand Roller
3. One tube M-1
4. One quart cleaner/primer
5. Six clean rags
6. 20'-0" x 6" roll of peel-and-stick elastoform EPDM adhesive-applied membrane
7. One roll 20' x 6" pressure sensitive TPO cover strip
8. Two tubes of lap sealant
9. One tube of color matched, compatible polyurethane and/or butyl caulk
10. Six peel-and-stick target patches
11. Two chip brushes

#### DRAWINGS

4. Delete Drawings A-101, A-102 and A-504 and replace with attached Drawing A-101 (Addendum No. 1), A-102 (Addendum No. 1), and A-504 (Addendum No. 1).

Nothing herein is to be interpreted or construed as changing any provisions of the specifications except as specifically stated herein.

Attachment: Drawing A-101 (Addendum No. 1)  
Drawing A-102 (Addendum No. 1)  
Drawing A-504 (Addendum No. 1)  
MBE Guidelines  
MBE Forms  
General Conditions  
Supplementary General Conditions  
Bid Bond  
Performance Bond  
Payment Bond

**END OF ADDENDUM #1  
VALLEY SPRINGS MIDDLE SCHOOL PARTIAL ROOF REPLACEMENT PROJECT  
(RFP# 15-16)**



# BUNCOMBE COUNTY SCHOOLS

## VALLEY SPRINGS MIDDLE SCHOOL

### ROOF REPLACEMENT PROJECT

224 LONG SHOALS ROAD  
ARDEN, NORTH CAROLINA

VICINITY MAP	INDEX OF DRAWINGS	LOCATION MAP
	SHEET NO:	SHEET NAME:
	G-101	COVER SHEET
	A-101	ROOF PLAN: AREA O & J
	A-102	ROOF PLAN: AREA H
	A-501	ROOF DETAILS
	A-502	ROOF DETAILS
	A-503	ROOF DETAILS
	A-504	ROOF DETAILS



Terracon

Consulting Engineers and Scientists

2020 STARITA ROAD SUITE-E

CHARLOTTE, NORTH CAROLINA

p: 704.594.8940 f: 704.509.1888

terracon.com

PROJECT NAME AND ADDRESS:

BUNCOMBE COUNTY SCHOOLS

VALLEY SPRINGS MIDDLE SCHOOL

ROOF REPLACEMENT PROJECT

224 LONG SHOALS ROAD

ARDEN, NORTH CAROLINA

ISSUE DATE:

APRIL 27, 2016

ISSUE FOR:

☐ DESIGN DEVELOPMENT SUBMITTAL:  
NOT FOR CONSTRUCTION

☐ SURVEY REPORT SUBMITTAL:  
NOT FOR CONSTRUCTION

☐ CONSTRUCTION DOCUMENT SUBMITTAL:  
NOT FOR CONSTRUCTION

☒ BID DOCUMENTS  
NOT FOR CONSTRUCTION

☐ CONSTRUCTION DOCUMENT SUBMITTAL

☐ ADDENDUM SUBMITTAL

☐ RECORD DRAWINGS

PROJECT TEAM:

DESIGNED BY:

JJC/JHP

DRAWN BY:

EGM II

APPROVED BY:

LTH

PROJECT NUMBER:

FH166112

ADDENDUM:

NO. 1:	DATE:	DESCRIPTION:
1	05.6.16	ADDENDUM No.1

ENGINEER STATE LICENSE SEAL

NORTH CAROLINA

PROFESSIONAL

SEAL

021987

ENGINEER

QUINTANA

TITLE SHEET:

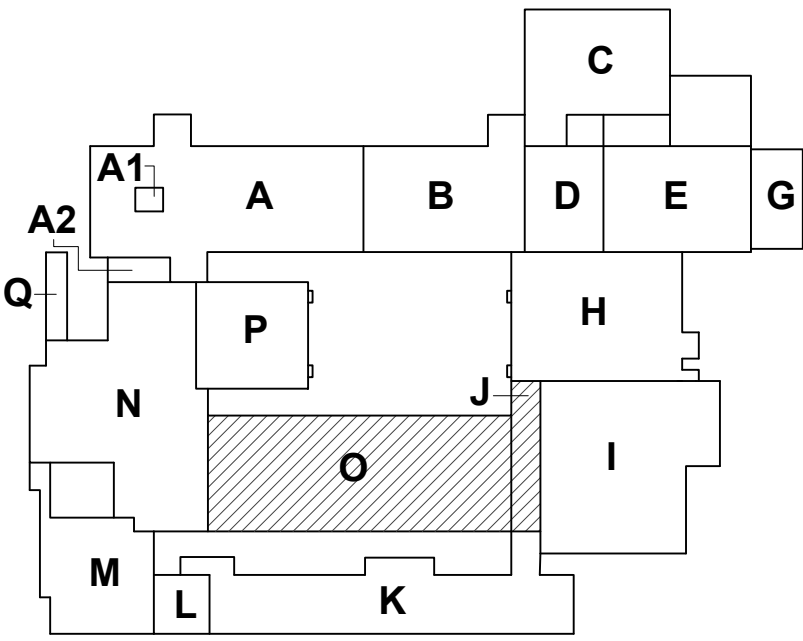
COVER SHEET

SHEET NUMBER:

G-101



KEYPLAN:



BUILDING CODE:

NORTH CAROLINA BUILDING CODE (2012 EDITION)  
AND ASCE 7-05

BASIC WIND SPEED = 100 MPH  
BUILDING CATEGORY = III  
EXPOSURE CATEGORY = B  
INTERNAL PRESSURE COEF. = +/- .18

THE NEW ROOF SYSTEM SHALL BE DESIGNED  
AND CONSTRUCTED TO MEET THE FOLLOWING  
WIND UPLIFT PRESSURES:

1. INTERIOR ZONE = -25.01 PSF  
2. EDGE ZONE = -41.97 PSF  
3. CORNER ZONE = -63.16 PSF

LEGEND

- RD ○ ROOF DRAIN  
⊗ MECHANICAL UNIT  
● ○ VENT PIPE/PENETRATION  
→ DECK SLOPE  
--- TAPERED INSULATION  
--- TAPERED INSULATION SLOPE  
○ DETAIL NO.  
--- GENERAL NOTES FLAG  
--- EXPANSION JOINT

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ENGINEER STATE LICENSE SEAL

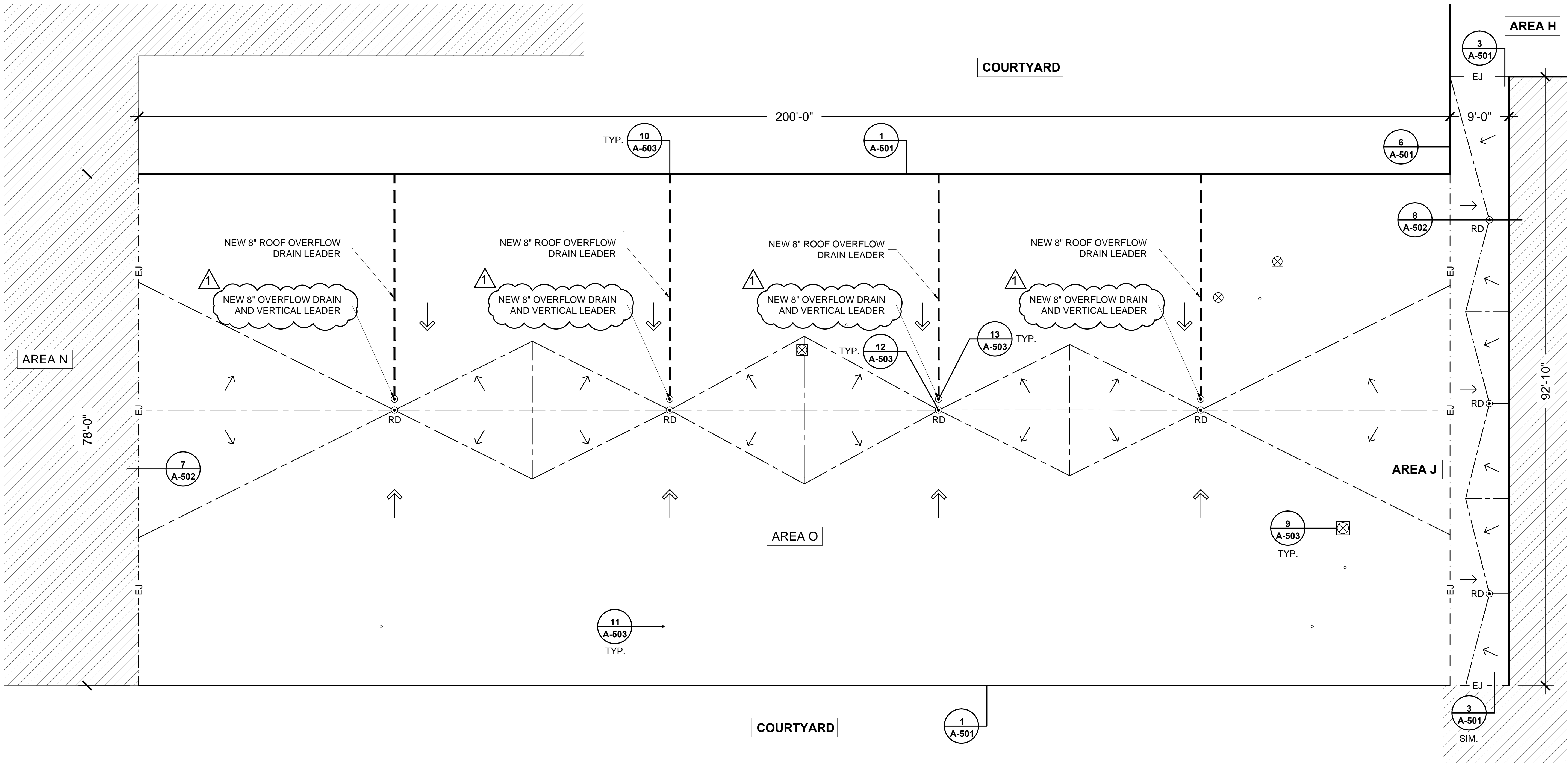


TITLE SHEET:

ROOF PLAN: AREA O & J

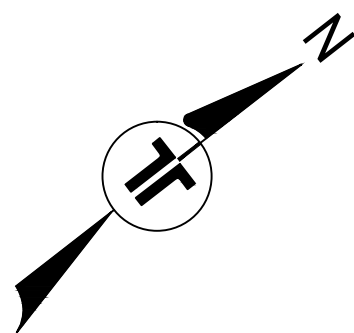
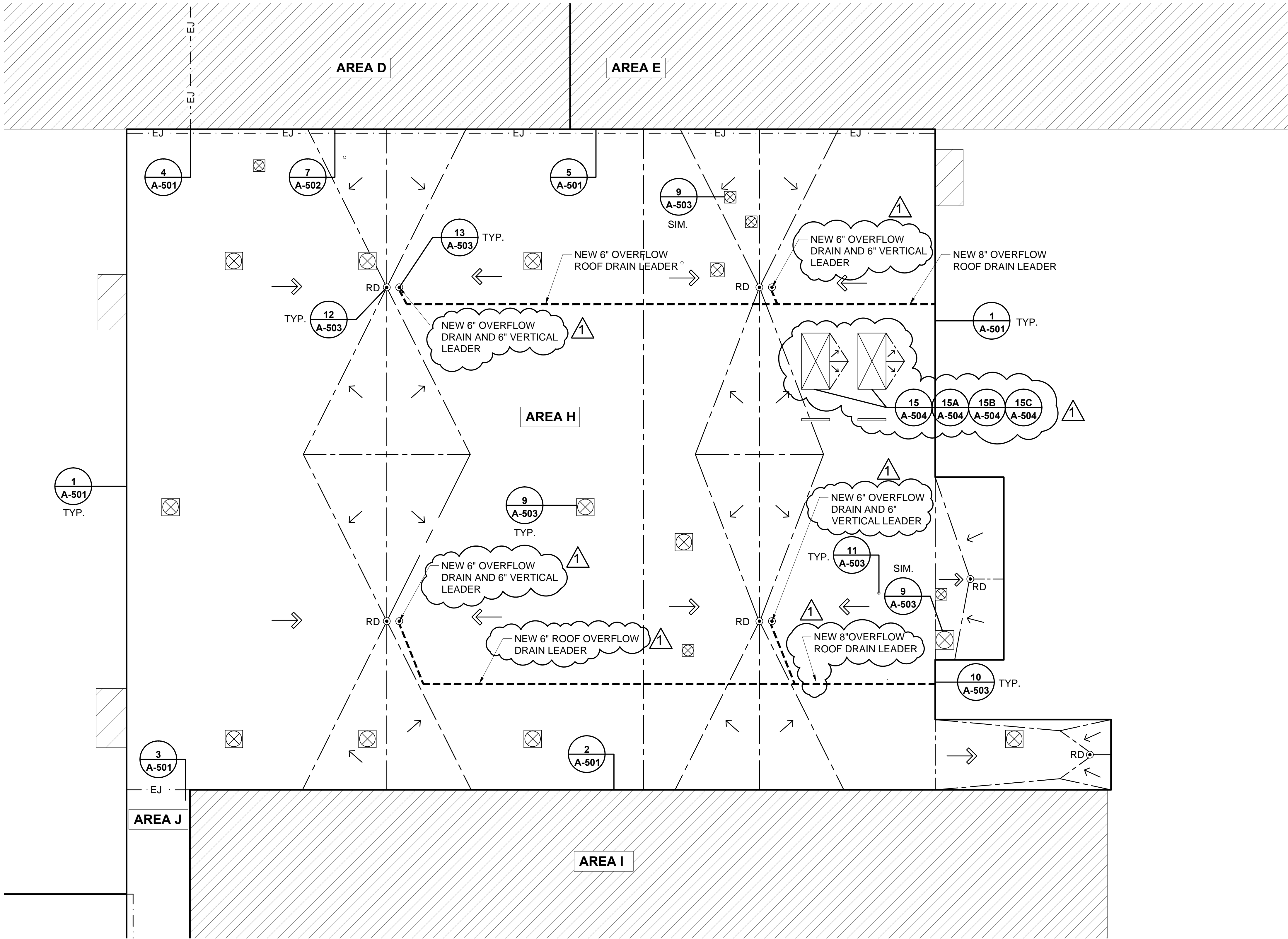
SHEET NUMBER:

**A-101**



1 ROOF PLAN: VALLEY SPRINGS AREA O & J

1/8" = 1'-0"  
0 4' 8' 16'



1

ROOF PLAN: VALLEY SPRINGS AREA H

1/8" = 1'-0"  
0 4' 8' 16'

LEGEND

- RD ROOF DRAIN AND NEW SUMP
- MECHANICAL UNIT
- VENT PIPE/PENETRATION
- DECK SLOPE
- TAPERED INSULATION
- TAPERED INSULATION SLOPE
- DETAIL NO.
- GENERAL NOTES FLAG
- EXPANSION JOINT

BUILDING CODE:

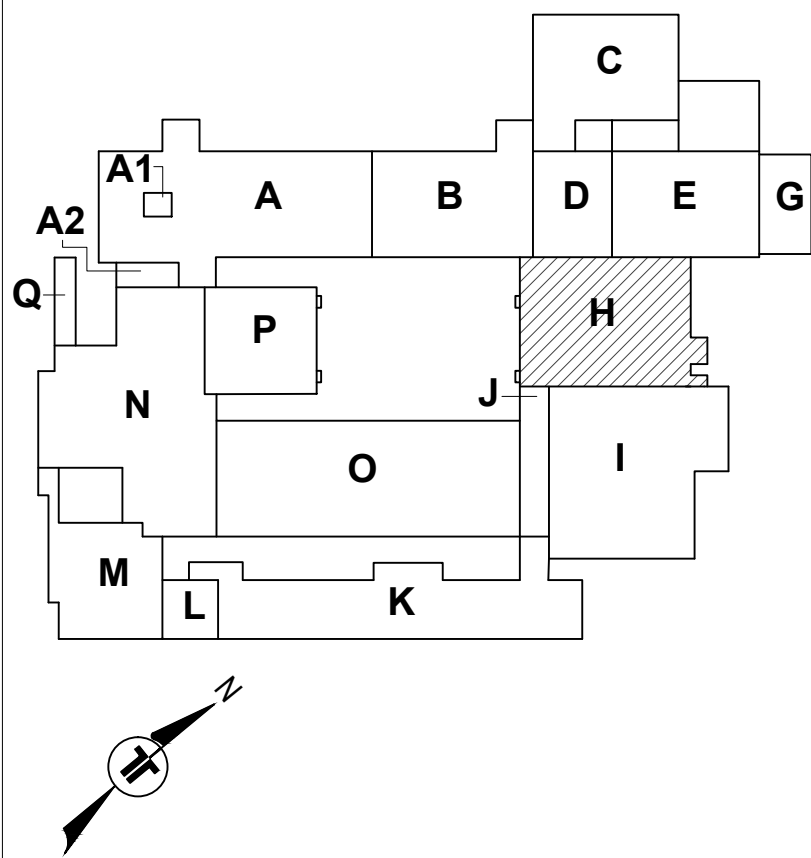
NORTH CAROLINA CODE (2012 EDITION)  
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KEYPLAN:



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Consulting Engineers and Scientists

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DESIGNED BY:

JJC/JHP

DRAWN BY:

EGM II

APPROVED BY:

LTH

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ENGINEER STATE LICENSE SEAL

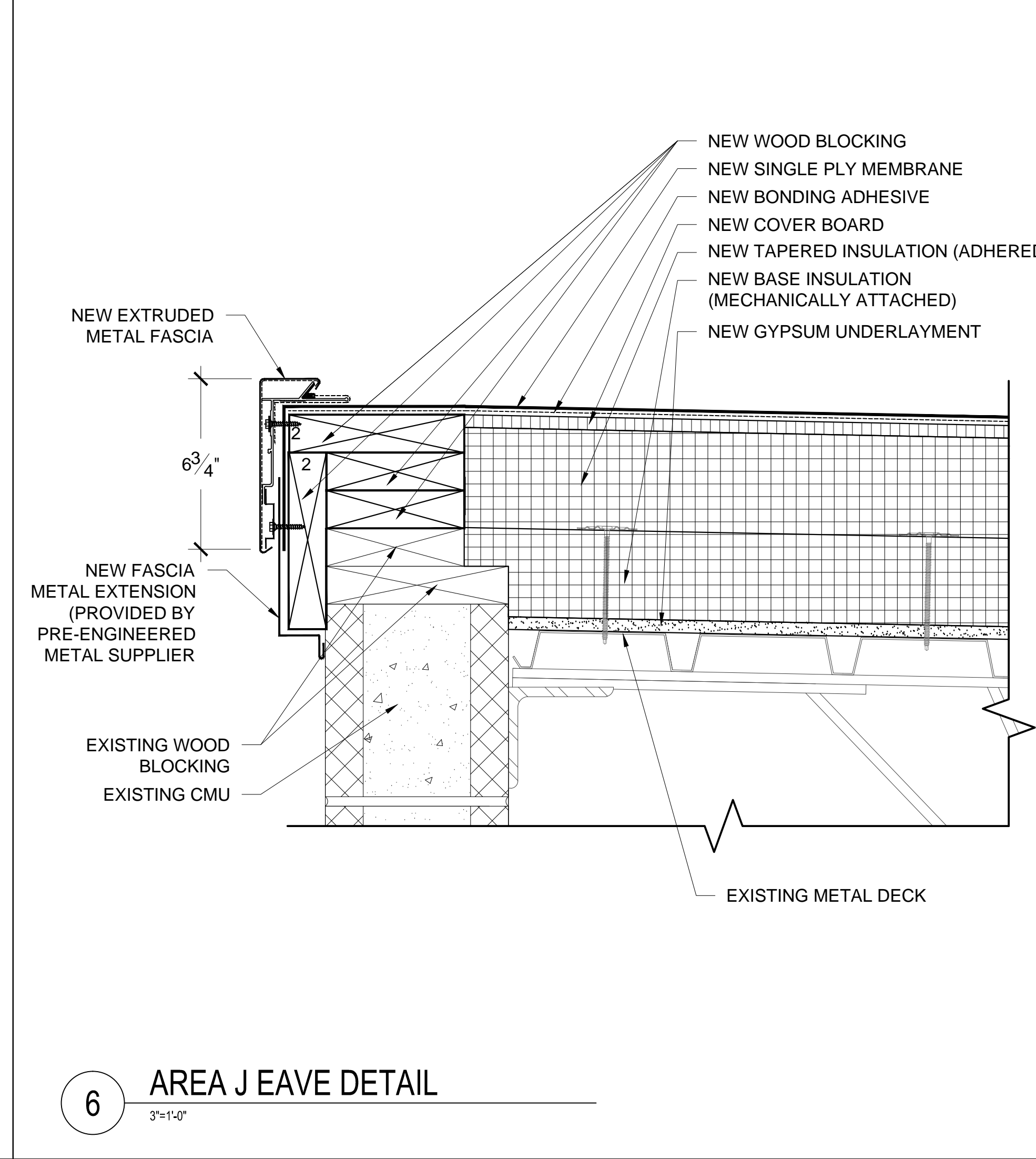
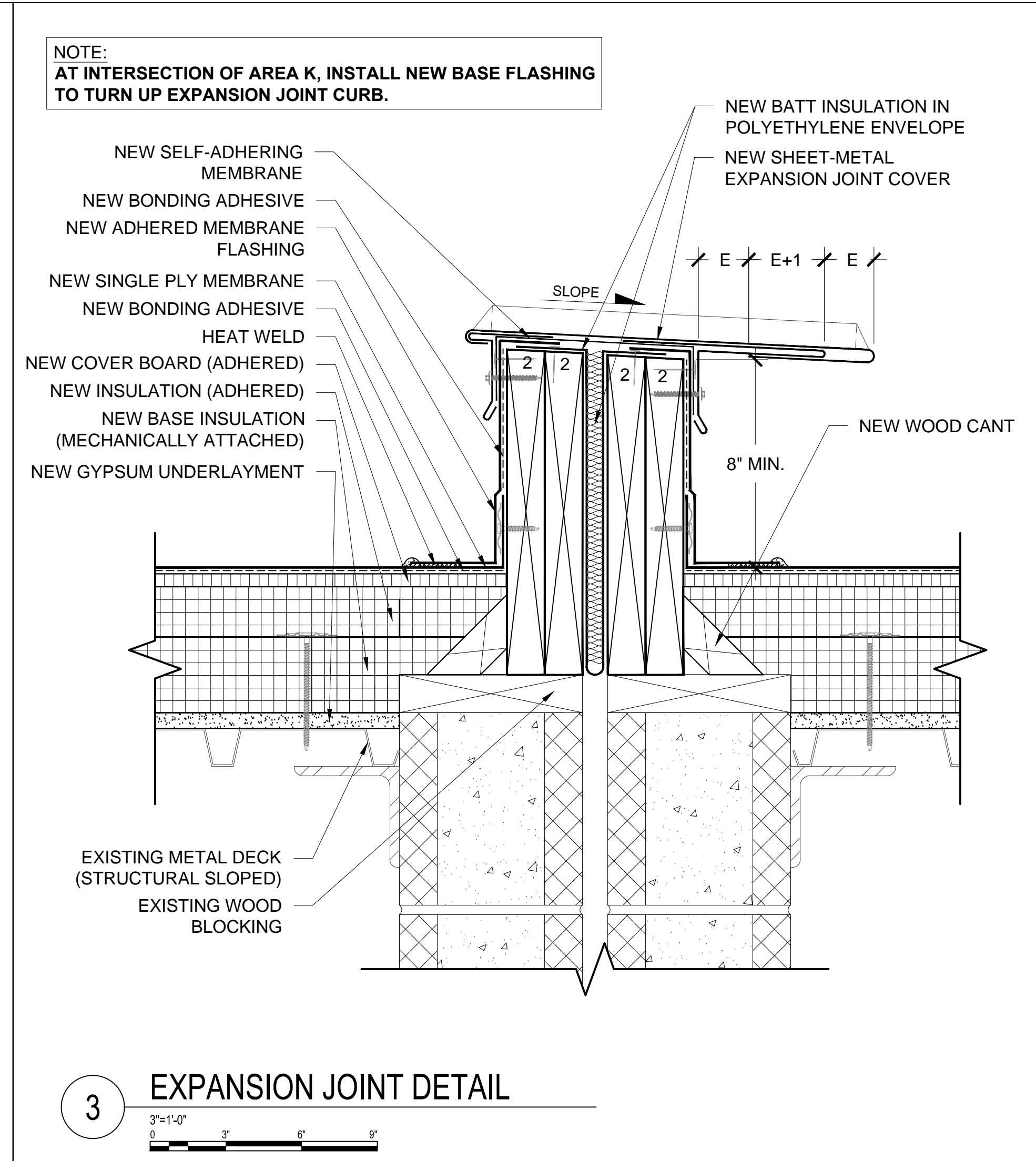
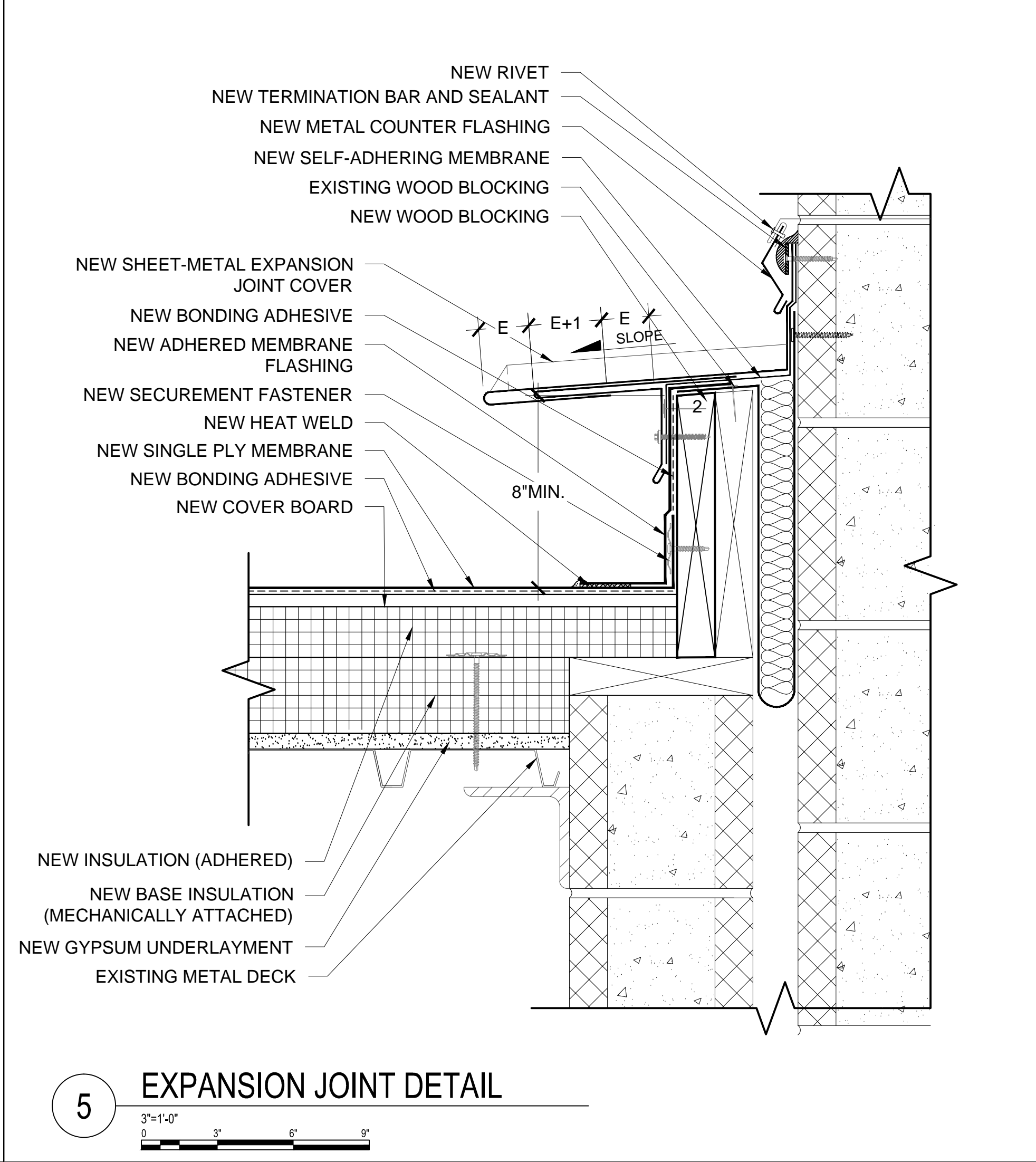
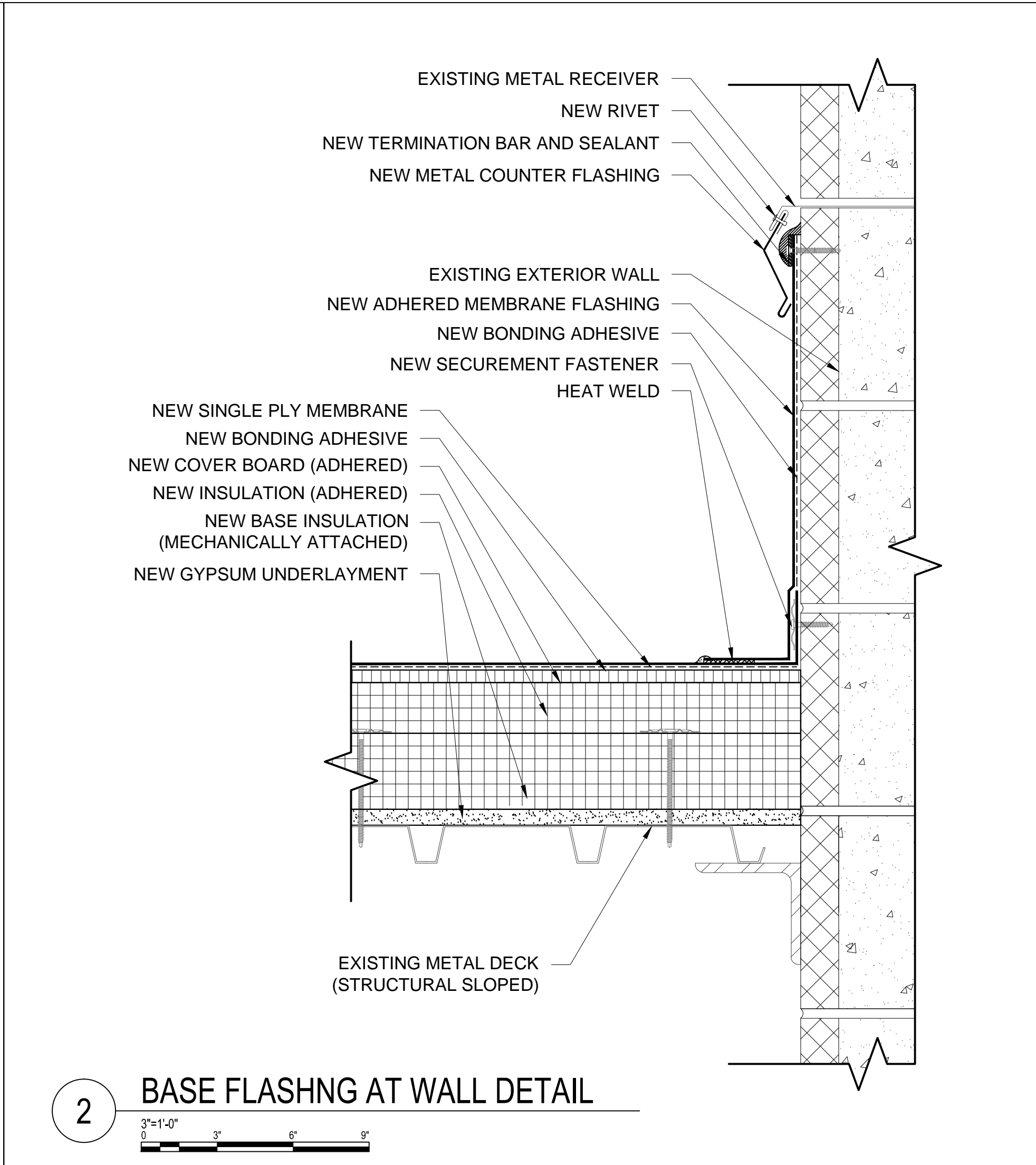
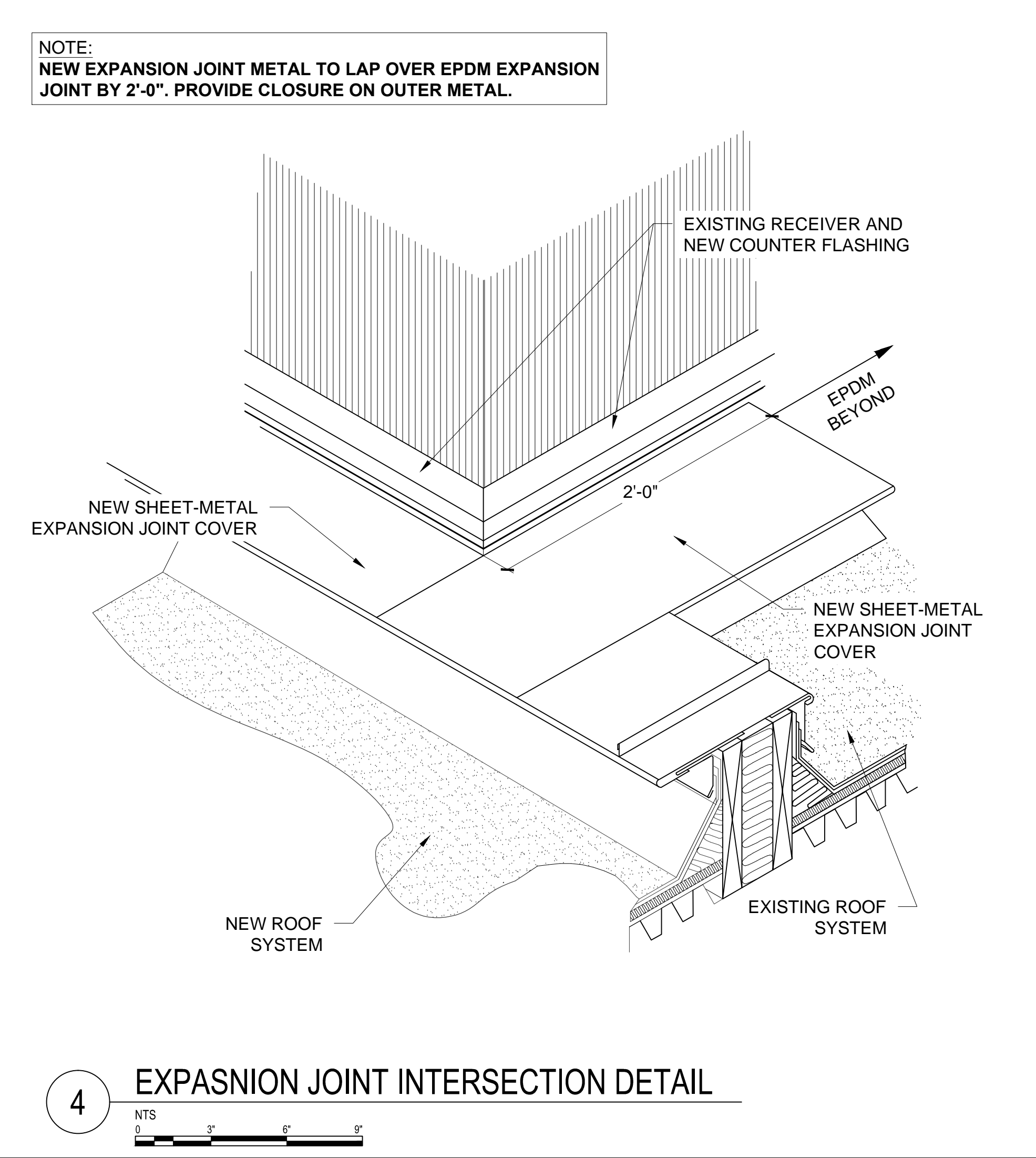
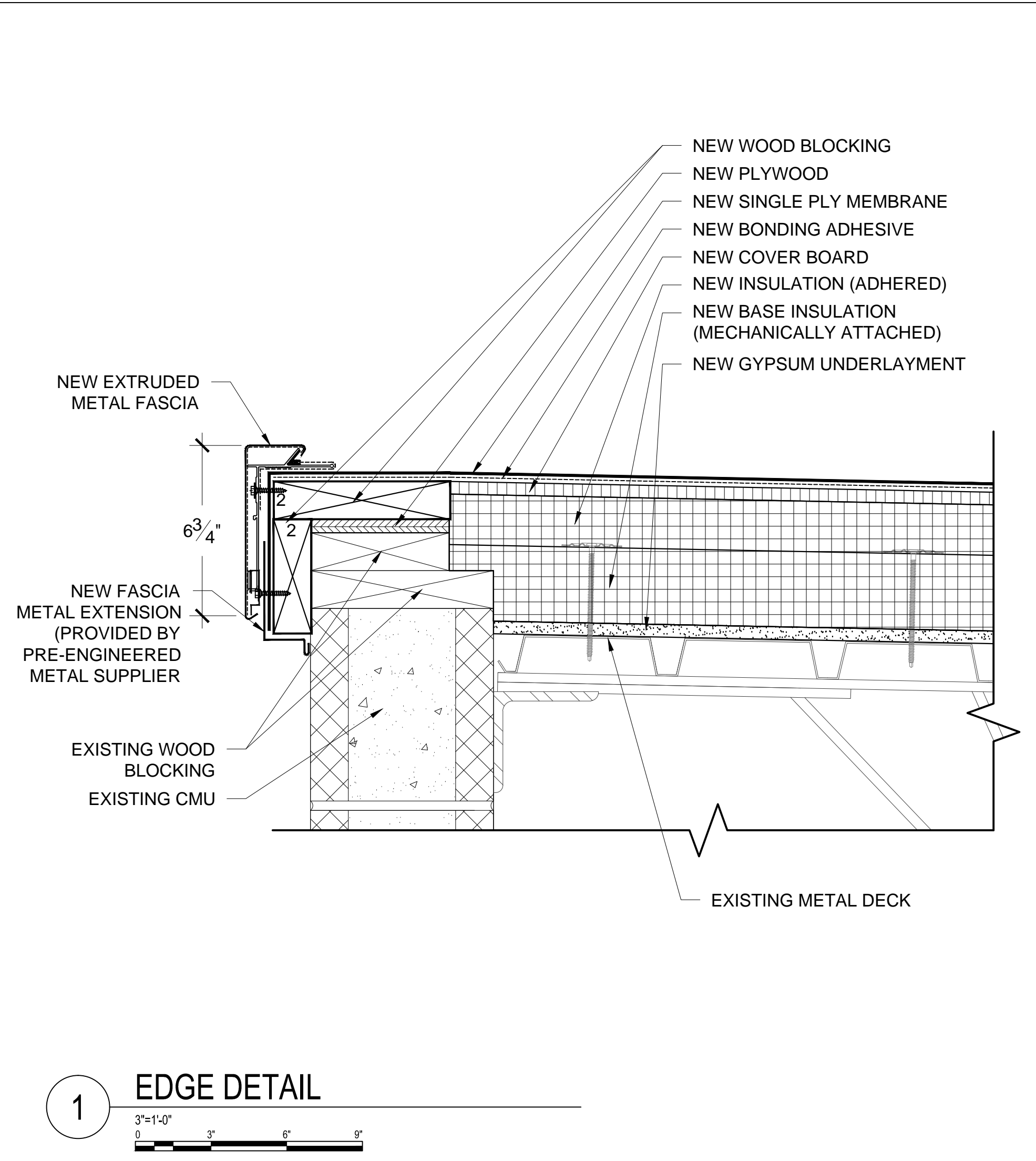


TITLE SHEET:

ROOF PLAN: AREA H

SHEET NUMBER:

**A-102**



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Consulting Engineers and Scientists

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224 LONG SHOALS ROAD  
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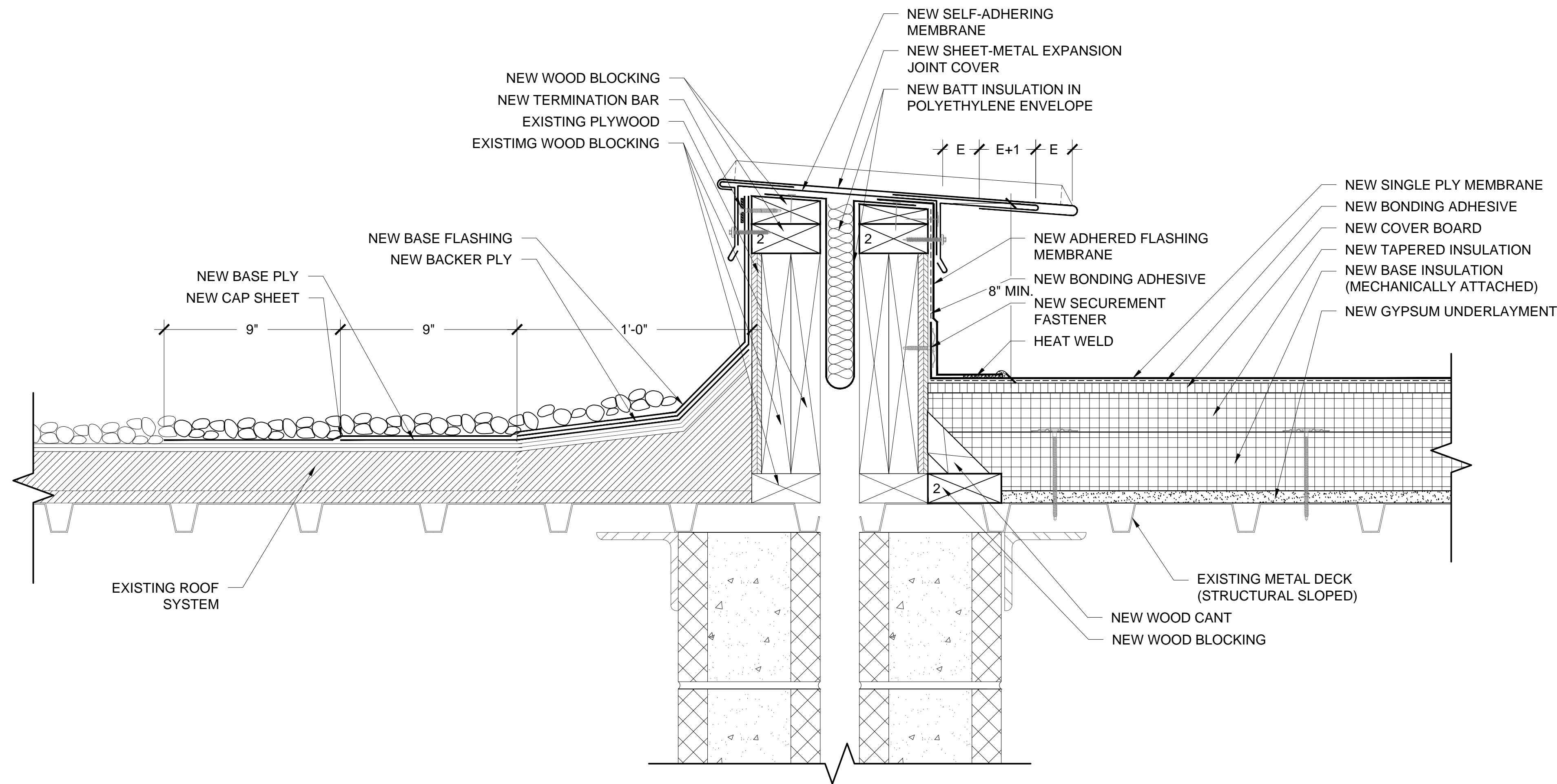
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☐ RECORD DRAWINGS

PROJECT TEAM:  
DESIGNED BY: **JJC/JHP**  
DRAWN BY: **EGM II**  
APPROVED BY: **LTH**  
PROJECT NUMBER: **FH166112**

ADDENDUM:  
NO. 1: DATE: 05.6.16 DESCRIPTION: ADDENDUM No.1

ENGINEER STATE LICENSE SEAL  
  
TITLE SHEET:  
**ROOF DETAILS**  
SHEET NUMBER:  
**A-501**

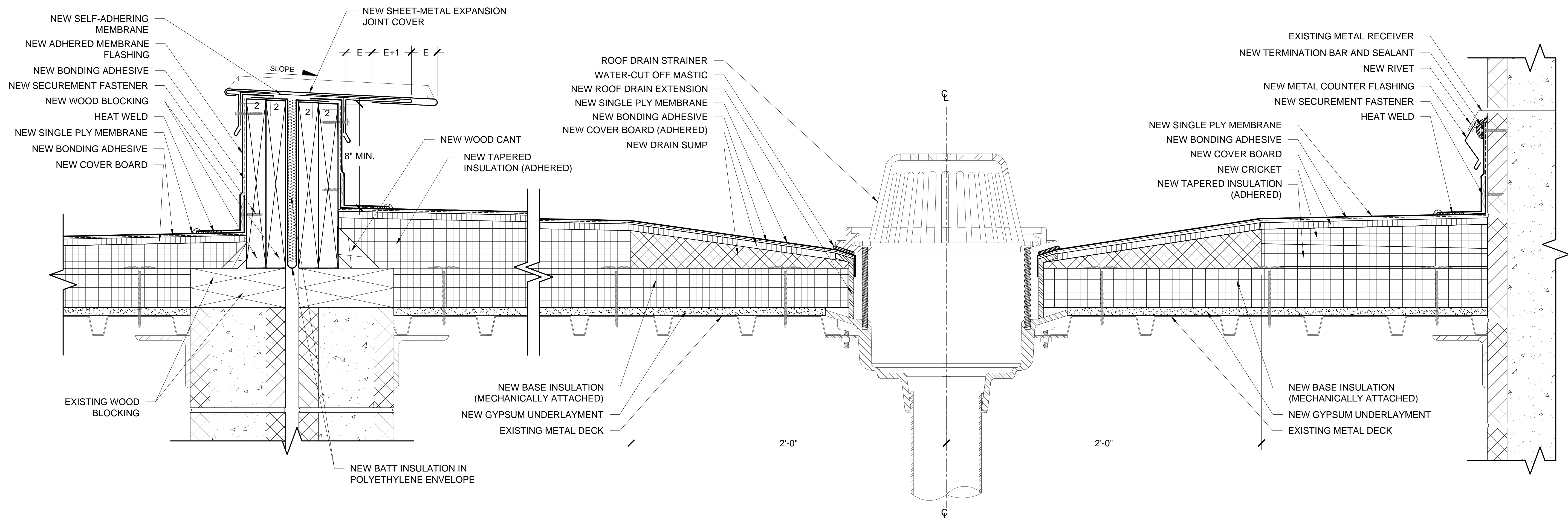




**7** TRANSITION DETAIL

3"=1'-0"

0 3' 6' 9'



**8** ROOF SECTION: AREA I, J & O

3"=1'-0"

0 3' 6' 9'

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DRAWN BY:

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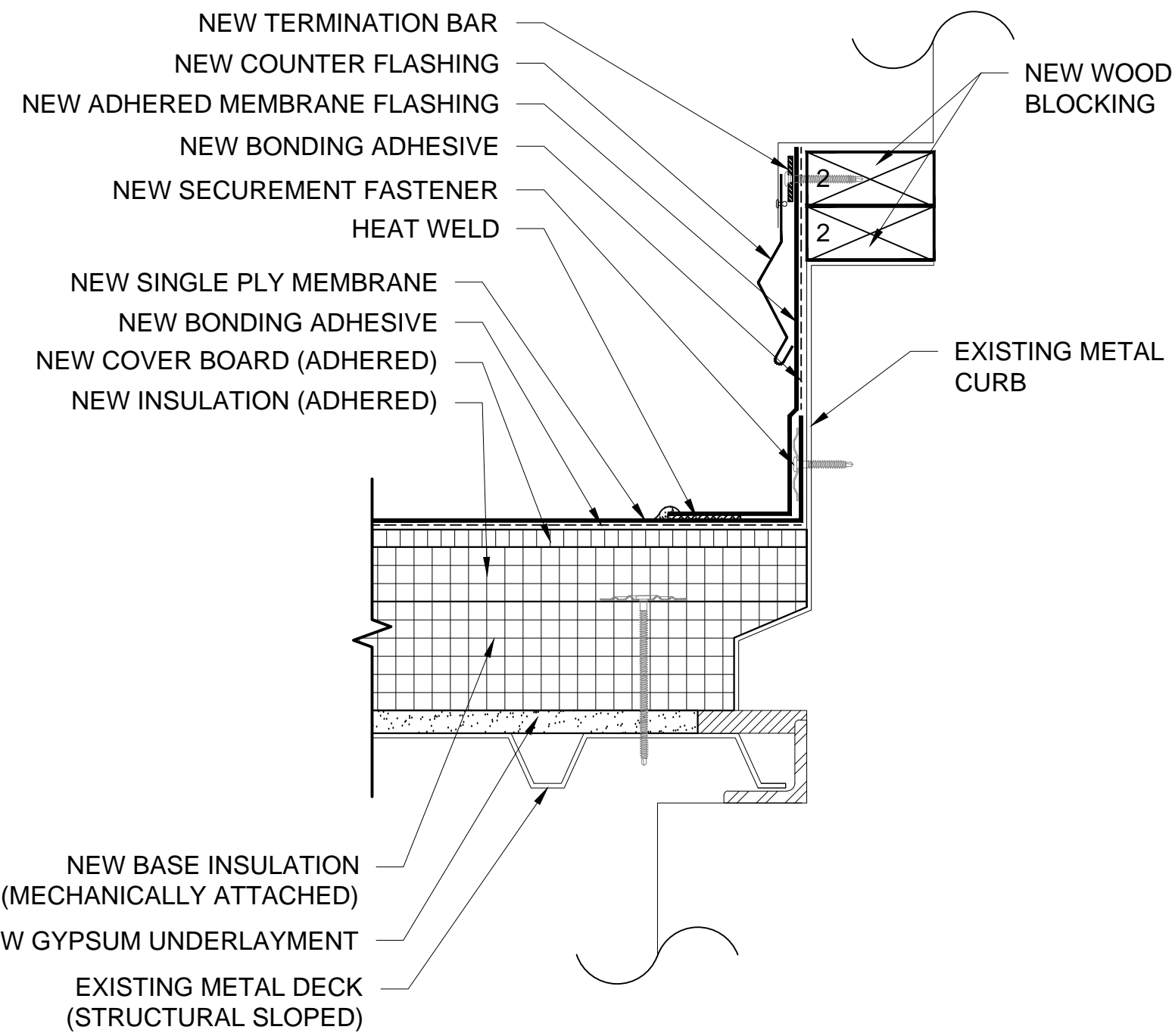


TITLE SHEET:

ROOF DETAILS

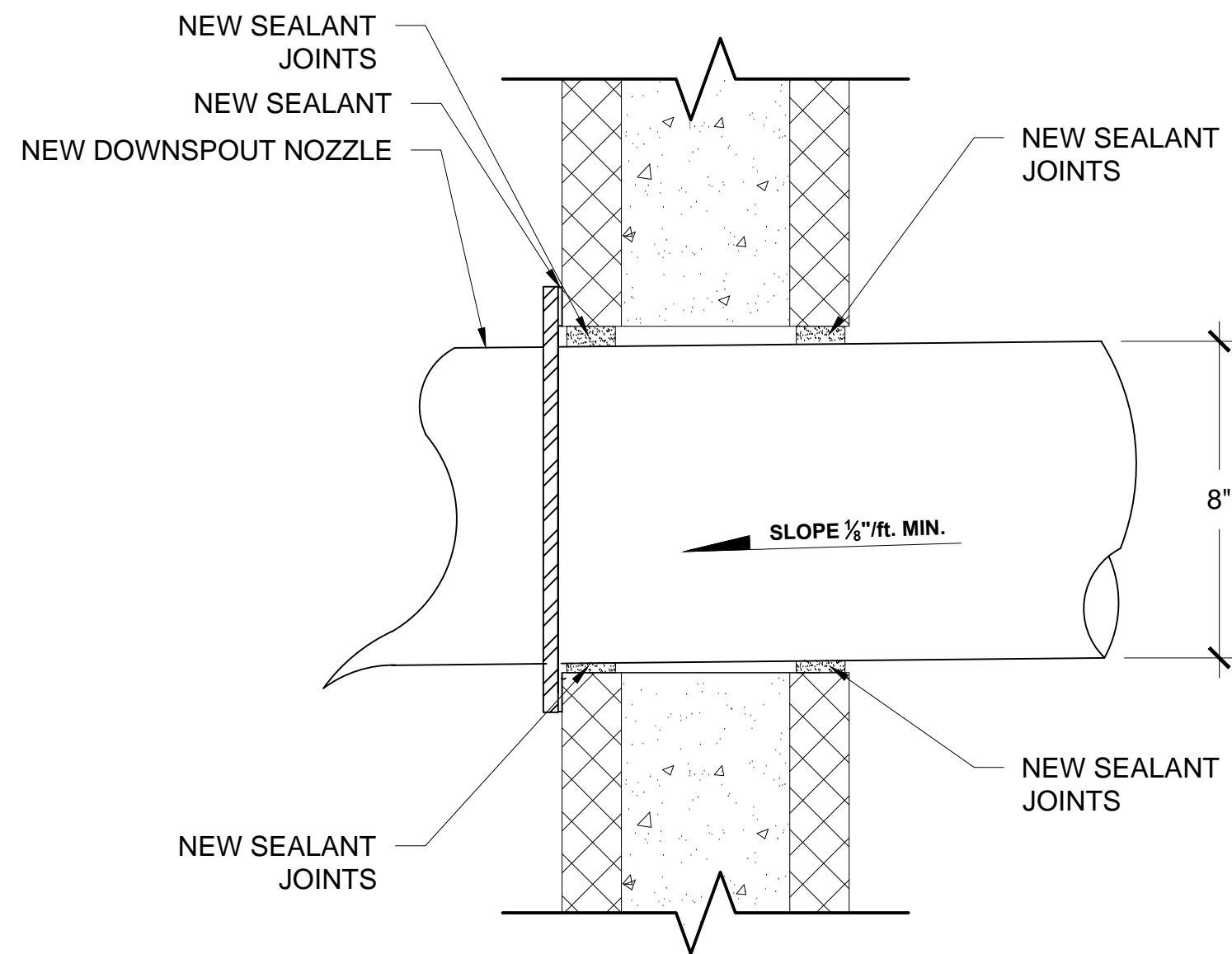
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**A-502**

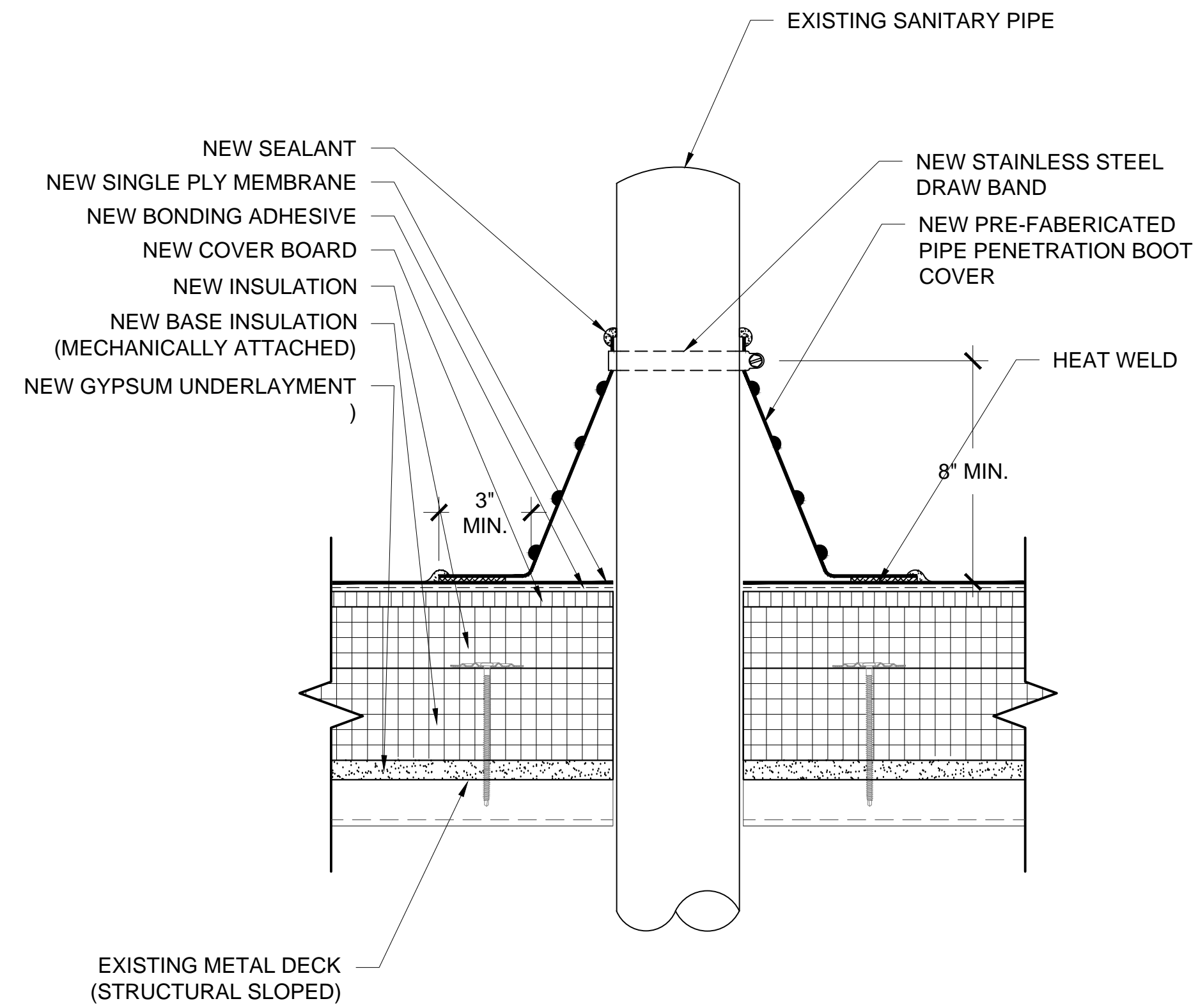


9 EQUIPMENT CURB DETAIL

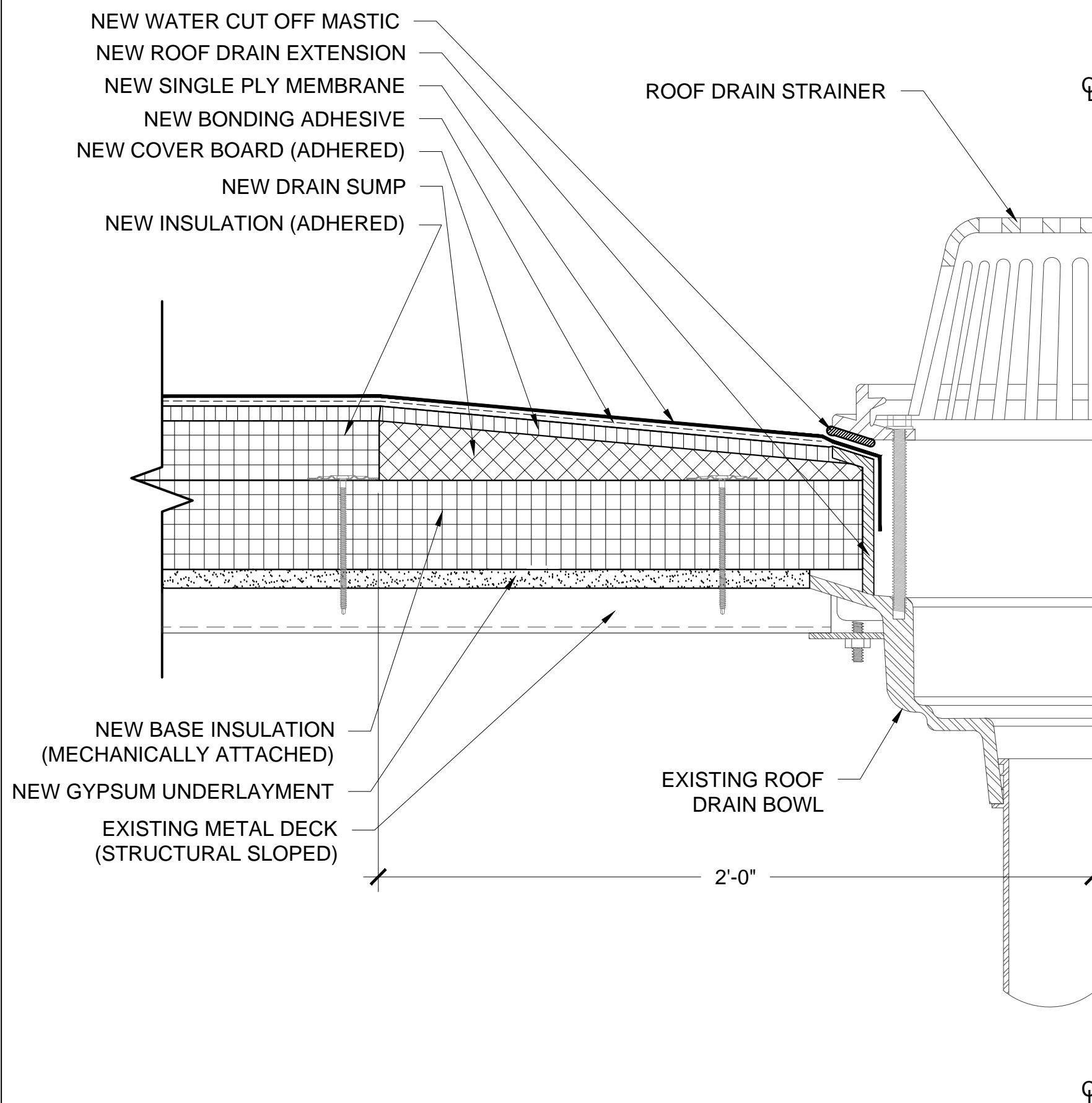
NOTE:  
CONTRACTOR SHALL COORDINATE WITH  
OWNER AND LEADER OUTSIDE OF SCHOOL  
HOURS. CONTRACTOR IS RESPONSIBLE  
FOR ALL DAMAGE TO CMU WHEN MAKING  
OPENINGS.



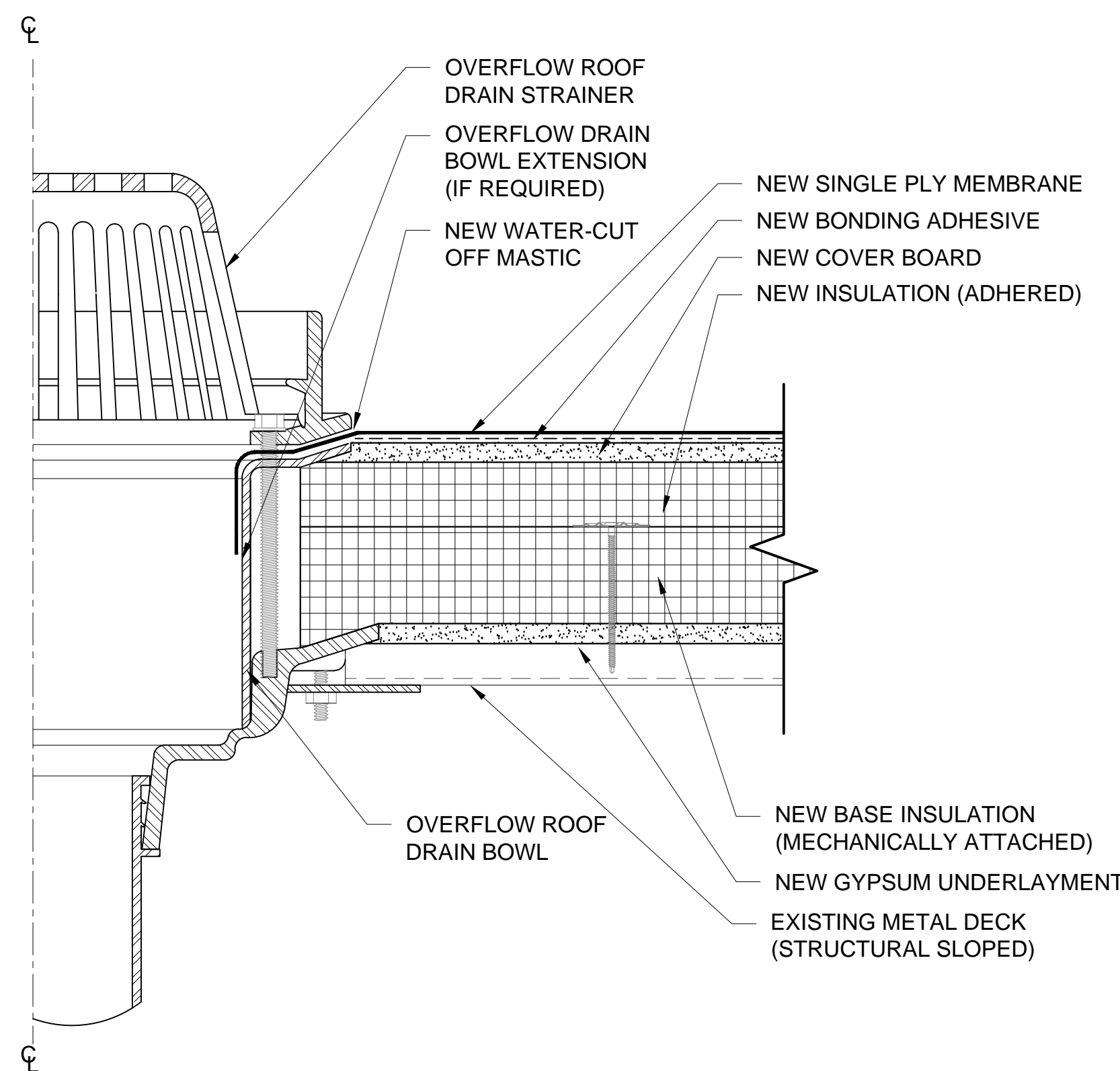
10 OVERFLOW DRAIN OUTLET



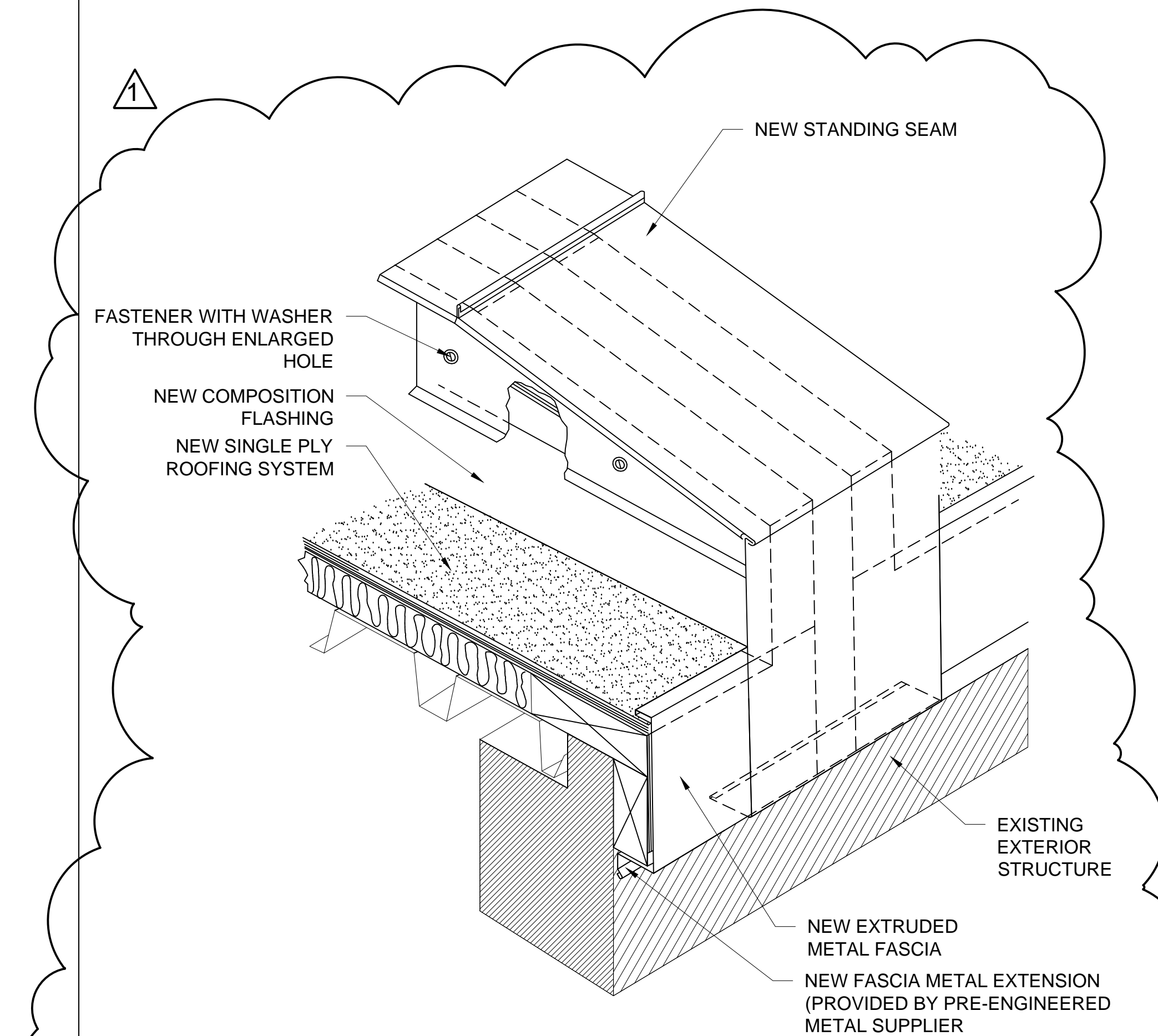
11 SANITARY PIPE PENTRATION DETAIL



12 ROOF DRAIN DETAIL



13 OVERFLOW ROOF DRAIN DETAIL



14 BUILDING EXPANSION JOINT DETAIL

PROJECT NAME AND ADDRESS:

BUNCOMBE COUNTY SCHOOLS  
**VALLEY SPRINGS MIDDLE SCHOOL  
ROOF REPLACEMENT PROJECT**  
224 LONG SHOALS ROAD  
ARDEN, NORTH CAROLINA

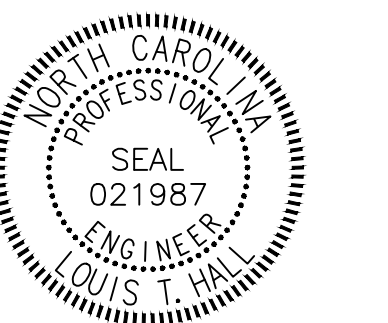
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  - ☐ RECORD DRAWINGS

PROJECT TEAM:  
DESIGNED BY: **JJC/JHP**  
DRAWN BY: **EGM II**  
APPROVED BY: **LTH**  
PROJECT NUMBER: **FH166112**

ADDENDUM:	NO. 1:	DATE:	DESCRIPTION:
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ENGINEER STATE LICENSE SEAL

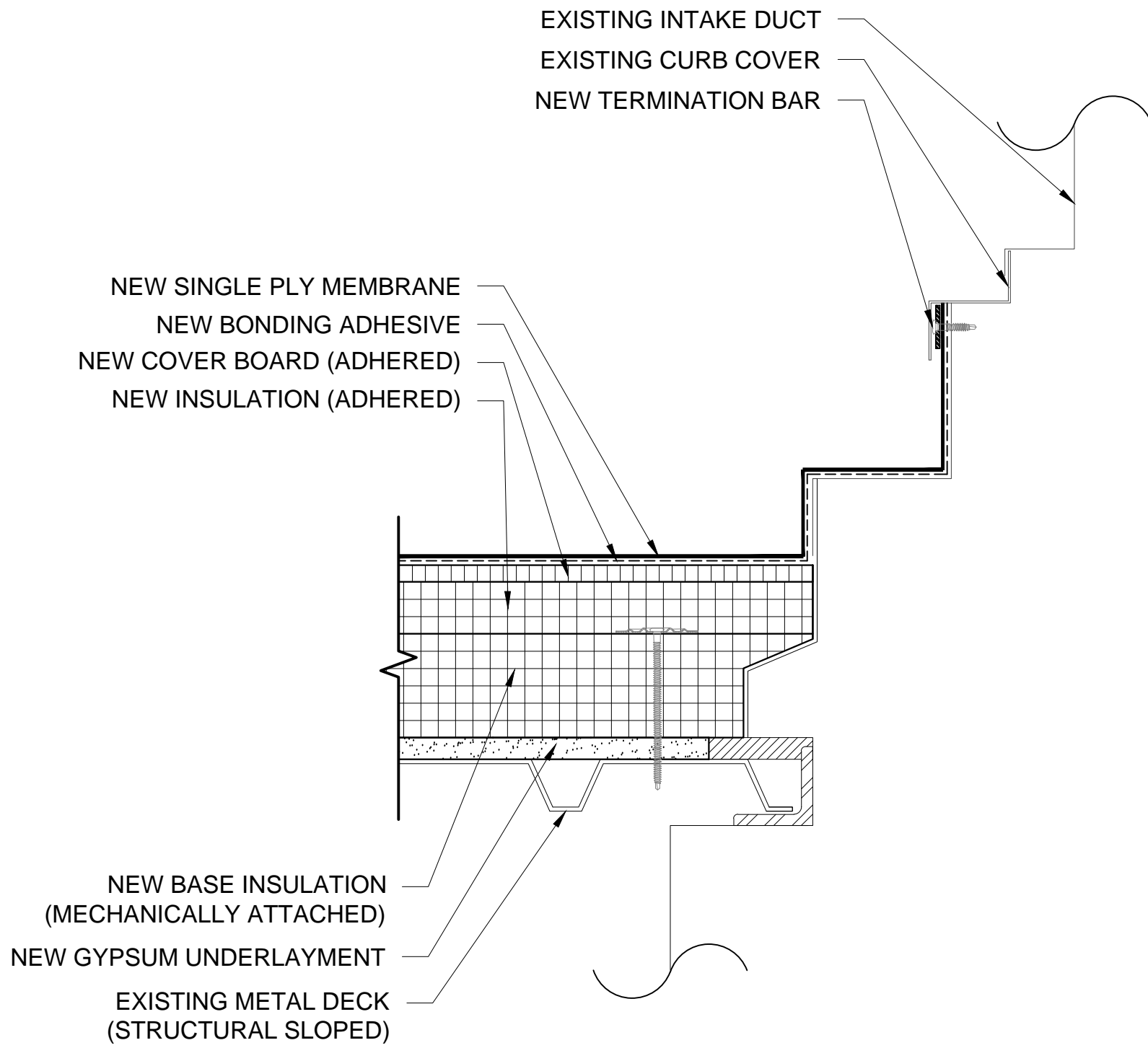


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SHEET NUMBER:

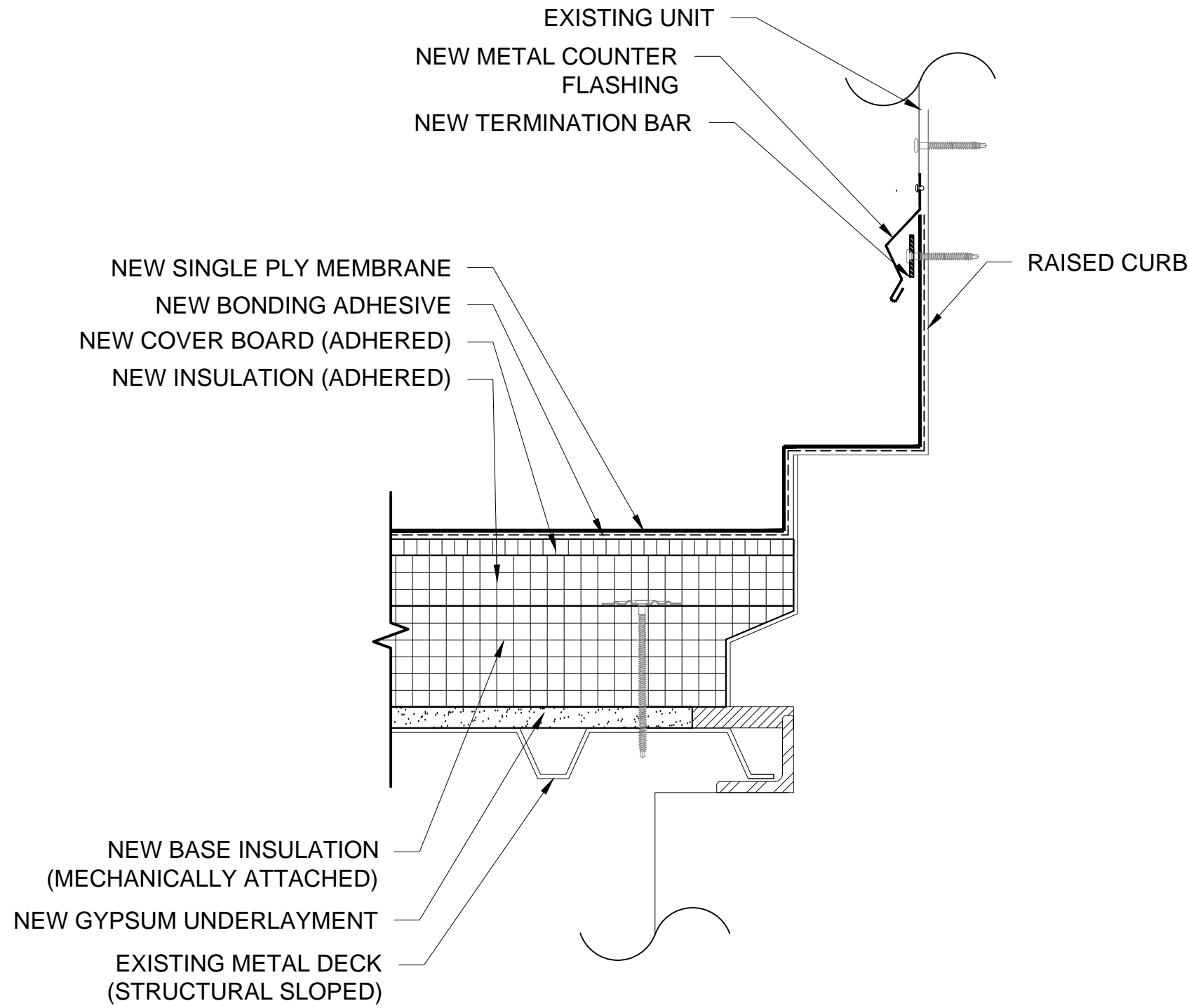




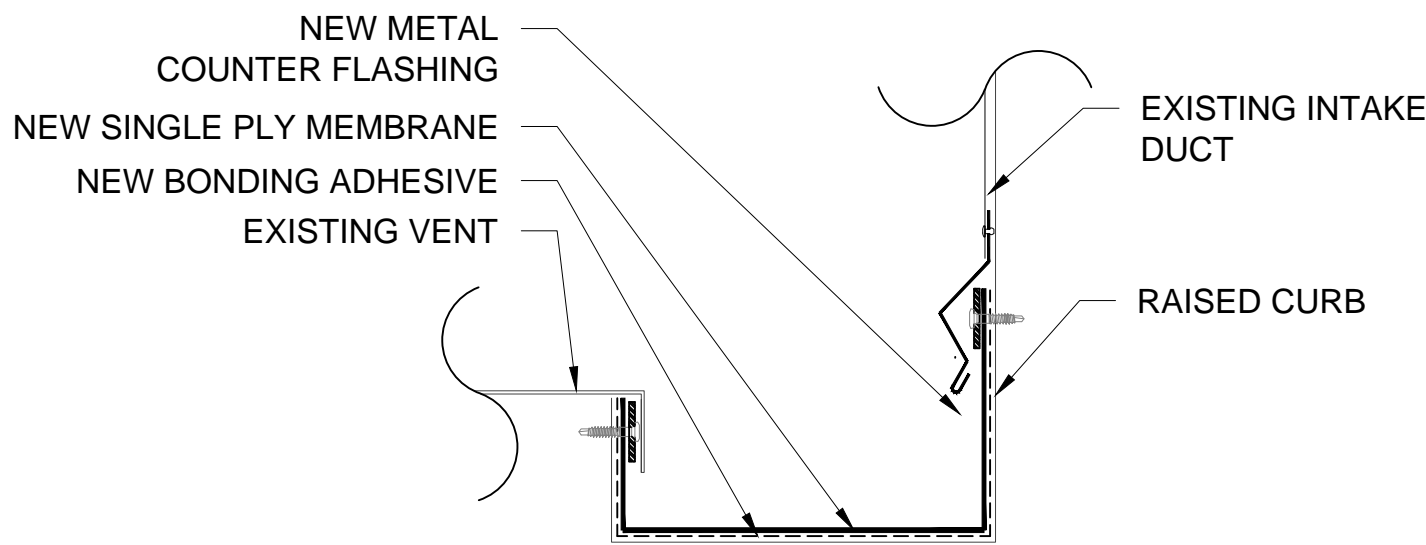
PHOTO OF EXISTING EQUIPMENT CURB AT ROOF AREA H



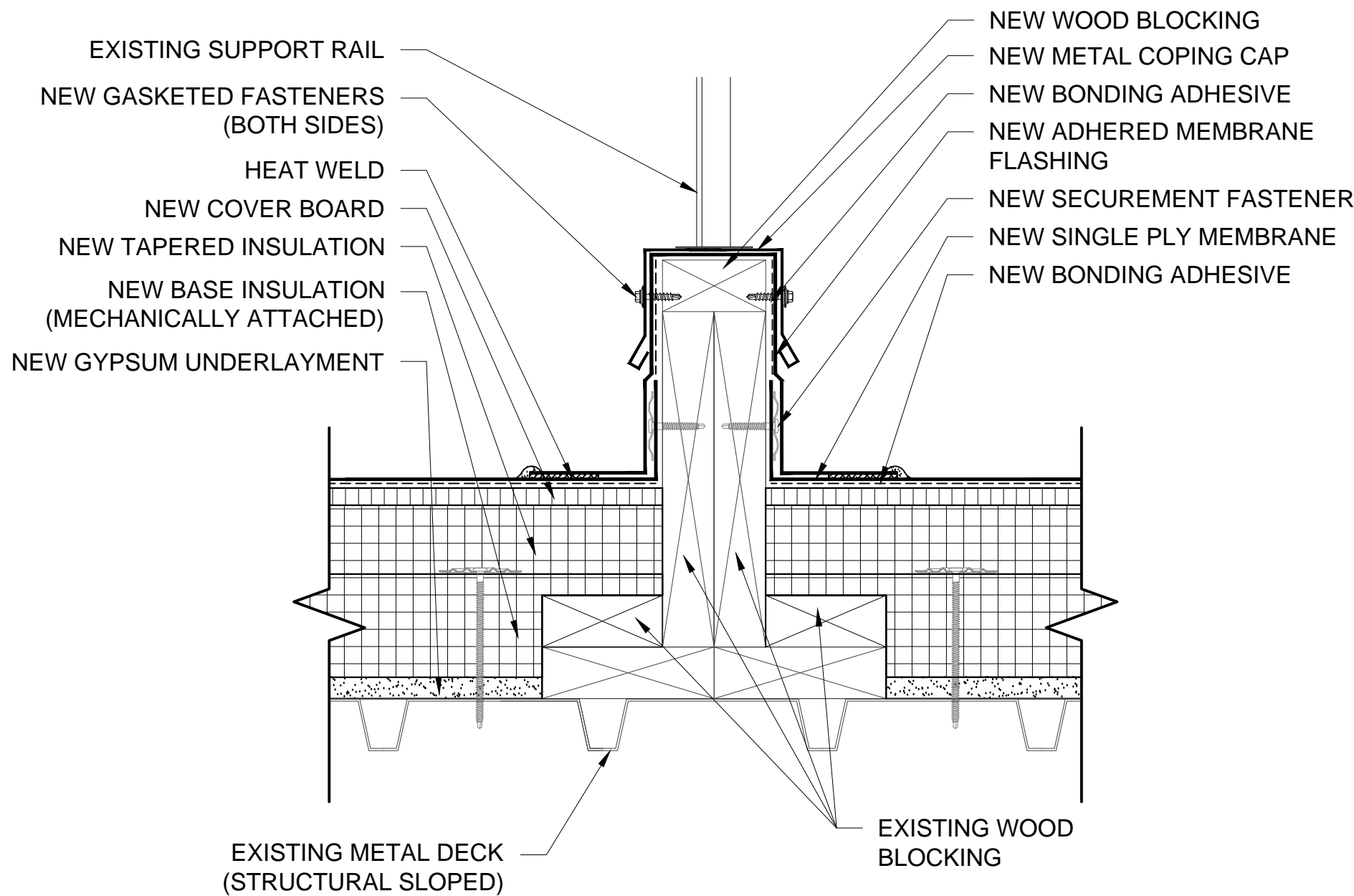
15 EXISTING EQUIPMENT CURB DETAIL



15A EXISTING EQUIPMENT CURB DETAIL



15B EXISTING EQUIPMENT CURB COVER FLASHING DETAIL



15C EXISTING EQUIPMENT SUPPORT CURB DETAIL

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TITLE SHEET:

ROOF DETAILS (ALT. No.1)

SHEET NUMBER:



**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 contracted 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.

1. 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 become a part of the agreement between the Contractor and the Board for performance of this contract. Failure to comply with any of 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 these 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.

# FORM 1

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

## Identification of Minority Business Participation

I, \_\_\_\_\_,  
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

[illegible]

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

**The total value of minority business contracting will be (\$)**\_\_\_\_\_.

# 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.

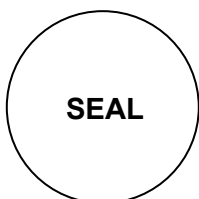
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d).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

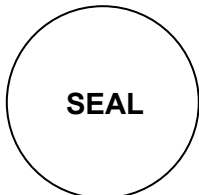
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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 \_\_\_\_\_

# 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**)

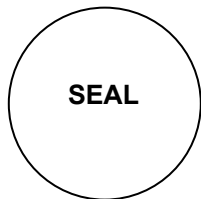
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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.

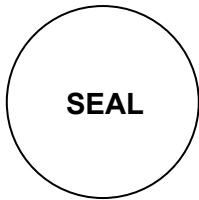
Section 000003

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 \_\_\_\_\_

## 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*

Section 000004

**GENERAL CONDITIONS**

The General Conditions for the project shall be AIA Document A201-2007, 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

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### **AMENDMENT (MODIFICATIONS) TO GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION AIA DOCUMENT A201-2007**

NOTE: All references to "Article", "§", and "Section" refer to the matching Article number and Section number in AIA document A201-2007.

1. § 1.1.1 shall be amended by adding "as amended" after the first use of "Agreement" in the first sentence of the paragraph, placing a period after "(hereinafter the Agreement)" and deleting the remainder of the first sentence of the paragraph following the period;

Add the words "for Construction" after the word "Contract" in the second sentence of the paragraph and deleting the last sentence of the paragraph.

2. § 1.1.2 shall be amended by adding "Agreement and the" after the first word of the first sentence;

Add "(hereinafter "the Contract")" in the first sentence after "Construction";

Delete the fourth and fifth sentences of the paragraph.

3. § 1.1.7 shall be amended by: Changing the title to "**PROJECT MANUAL**" and deleting the entire paragraph and replacing the paragraph with the following:

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.

4. § 1.1.9 shall be added as follows:

#### **§ 1.1.9 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.

5. § 1.1.10 shall be added as follows:

#### **§ 1.1.10 ABBREVIATIONS**

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
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.

6. § 1.2.4 shall be added as follows:

**§ 1.2.4** 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 of 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.

7. § 1.3 shall be amended by capitalizing the letter "A" in the word "Articles" and by adding the words "and Sections" after the word "Articles".

8. § 1.5 and § 1.6 shall be 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 for the Project only, and not for other projects or work.

9. § 2.1.1 shall be 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 where such changes do not exceed \$ \_\_\_\_\_, or will not increase the dates for Substantial or Final Completion by more than \_\_\_\_\_ ( ) days. 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.

10. § 2.1.2 shall be 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, 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.

11. § 2.1.3 shall be 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.

12. § 2.1.4 shall be 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.

13. § 2.1.5 shall be 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.

14. § 2.2.1 shall be deleted:
15. § 2.2.5 shall be amended by deleting the number "1.5.2" and adding the number "1.5".
16. §§ 3.1.1, 3.1.2, and 3.1.3 shall be amended by deleting the word "Documents" in all three sections.
17. § 3.1.4 shall be 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.

18. § 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.

19. § 3.2.2 shall be amended by deleting "not" and deleting "; however," in the second sentence of the paragraph;

Adding a period after the word "Documents" and by capitalizing the letter "t" following the deleted word "however";

Add 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 to the Architect or revised Contract Documents from the Architect."

20. § 3.2.3 shall be 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"; and deleting "not" in the first line of the paragraph.

21. § 3.2.4 shall be 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" 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.

22. § 3.2.5 shall be added 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.

23. § 3.2.6 shall be added 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.

24. § 3.3.4 shall be added 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.

25. § 3.3.5 shall be added 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.

26. § 3.3.6 shall be added 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.

27. 3.4.1 shall be 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 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.

28. § 3.4.2 shall be amended by adding "prior written" before "consent of the Owner".

29. § 3.4.4 shall be added as follows:

**§ 3.4.4** Including, but not limited to, the specific requirements of Section 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.

30. § 3.5 shall be amended as follows:

§ 3.5 shall be amended by changing the first word "WARRANTY" to "WARRANTIES AND GUARANTEES".

The first subsection under Section 3.5 shall be amended by changing the number of the subsection to "§ 3.5.1".

Add 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 jointing 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 Section 3.5.1.

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

31. § 3.5.2 shall be added as follows:

**§ 3.5.2** 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.

32. § 3.5.3 shall be added 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.

33. § 3.5.4 shall be added as follows:

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

34. § 3.5.5 shall be added 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 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.

35. § 3.5.6 shall be added 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 a 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 submit the same to the Owner.

36. § 3.11 shall be amended by adding "field test records, inspection certificates or records, manufacturers' certificates," after "Shop Drawings," in the first sentence and by adding "and the Owner at all times" in the second sentence after the first "Architect".

37. § 3.12.2 shall be 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  
Manufacturer's Instructions  
Installation Manuals  
Construction Manuals  
Product Manuals  
Operation Manuals  
Product Specifications  
Product Descriptions  
Manufacturer's Requirements  
Production Information  
Installer Licensing Requirements  
Installer Training Requirements

Installer Experience Requirements  
Test Data  
Performance Data  
Product Diagrams  
Product Drawings  
Performance Charts  
Instructions  
Brochures  
Illustrations  
Assembly Instructions  
Charts

38. § 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."
39. § 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.
40. § 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.
41. § 3.12.10 is amended by deleting the last sentence of the paragraph.
42. § 3.15.1 shall be amended by adding ", on a daily basis," after "Contractor" in the first line of the first sentence.

The following shall be added after the first sentence:

The Contractor shall provide on-site containers for the collection of waste materials, debris, rubbish, and shall periodically, remove waste materials, debris and rubbish from the Work and dispose 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:

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.

43. § 3.15.3 shall be added 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.

44. § 3.15.4 shall be added 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.

45. § 4.2.6 shall be 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.

46. § 4.2.9 shall be amended by capitalizing the letter "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.

47. § 4.2.11 shall be amended in the first line by deleting "decide matters" and replacing it with "make recommendations".
48. § 4.2.12 shall be 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.
49. § 5.1.2 shall be 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."

50. § 5.2.5 shall be 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.

51. § 5.3 shall be amended by adding "§ 5.3.1" at the beginning of the original paragraph; in the first sentence add the word "written" after "appropriate"; and delete "written where legally required for validity" also in the first sentence.

The following new sentence shall be added after the first sentence: "The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, except as provided below."

52. § 5.3.2 shall be added 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.

53. § 5.3.3 shall be added 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.

54. § 6.1.1 shall be amended by placing a period after the word "site" in the first sentence and deleting the remainder of the first sentence after the period.

55. § 6.1.4 shall be deleted in its entirety.

56. § 7.1.4 shall be added 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.

57. § 7.2.2 shall be added as follows:

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

58. § 8.1.2 shall be 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.

59. § 8.1.3 shall be amended by adding the following at the end of the 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.

60. § 8.2.2 shall be amended by deleting the last sentence of this section.

61. § 8.2.3 shall be amended by adding the words "and Final Completion" after the words "Substantial Completion".

62. § 8.2.4 shall be added as follows:

**§ 8.2.4** The Contractor is subject to liquidated damages, as specified in the Agreement if the Work is not completed by the date of Substantial Completion.

63. § 8.3.1 shall be amended by deleting "labor disputes,"; adding "governmental actions," after "fire,"; deleting "unusual delay in deliveries; unavoidable casualties or other causes beyond the Contractor's control"; adding "in writing" after "authorized"; deleting "pending mediation and arbitration"; replacing "shall" with "may"; and adding "and the Owner" after "Architect" in the last line of the section.



64. § 8.3.3 shall be 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 date for substantial 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.

65. § 9.3.1 shall be amended by deleting the words ", if required," in both the first and second sentences.

66. § 9.3.2 shall be 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 equipments 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."

67. § 9.3.3 shall be amended by adding the following at the end of the existing paragraph:

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

68. § 9.4.2 shall be amended by placing a period after the word "procedures" in the last sentence of the paragraph and deleting the remainder of the paragraph.
69. § 9.5.1.7 shall be amended by replacing the period with a semi-colon and adding "or" after it.
70. § 9.5.1.8 shall be added 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.
71. § 9.5.4 shall be added as follows:

§ **9.5.4** 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 liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.2, 9.5.1, or this Section.
72. § 9.6.1 shall be amended by adding "for undisputed amounts" after "shall make payment" 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.
73. § 9.8.1 shall be amended by deleting the words "or designated portion thereof".
74. § 9.8.2 shall be amended by adding "in writing" after the word "Owner".
75. § 9.8.3 shall be amended by deleting the words "so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use".

76. § 9.8.4 shall be 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", deleting the remainder of the paragraph.

77. § 9.8.5 shall be 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 of Substantial Completion.

78. § 9.9.1 shall be amended by deleting the remainder of the section after the first sentence.

79. § 9.10.2 shall be 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 (1) using AIA Document G706, 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 Document G707, consent of surety, if any, to final payment and (5) except for amounts currently withheld by the Owner, other data establishing payment or satisfaction of obligations, such as AIA Document G706A; notarized Subcontractor's liens release, and (6) receipts, releases and waivers of liens, claims, security interest or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or a waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Add the following at the end of the existing paragraph:

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

- .1 Written certifications required by Section 10.5, 10.6, and 10.7
- .2 Final list of Subcontractors (AIA Document G705);"
- .3 Warranties, organized as required elsewhere in the Contract Documents;
4. Maintenance and Instruction Manuals; and

5. The Owner's Final Completion Certificate; and
6. 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, sepi, 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.

80. § 9.10.4 shall be 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.

81. § 10.1.1 shall be added 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.

82. § 10.1.2 shall be added 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."

83. § 10.1.3 shall be added 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.

84. § 10.2.1.1 shall be 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;"

85. § 10.2.1.3 shall be amended by adding "other buildings, and their contents, fencing" after "such as"; and adding "athletic fields, facilities and tracks" after "walks".

86. § 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.

87. § 10.2.5 shall be amended by deleting the words "(other than damage or loss insured under property insurance required by the Contract Documents)".

88. § 10.2.9 shall be added 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.

89. § 10.2.10 shall be added 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.

90. § 10.3.3 shall be deleted in its entirety.

91. § 10.3.4 shall be amended by placing a period after the word "site" in the first sentence and by deleting the remainder of the paragraph following the period.
92. § 10.3.6 shall be deleted in its entirety.
93. § 10.4 shall be 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.
94. § 10.5 shall be added 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.

95. § 10.6 shall be added 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.

96. § 10.7 shall be added 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.

97. Article 11 shall be amended as follows:

**ARTICLE 11 - INSURANCE AND BONDS**

The following requirements modify the requirements of Article 11 of the General Conditions: The Contractor shall not commence work under the Contract until it has obtained all insurance required under this Article or as required by law, and evidence thereof has been received by the Owner. 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.

98. Subparagraph 11.1.1.8 – Add the following new paragraph following subparagraph 11.1.1.8 as follows:

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.

99. Subparagraph 11.1.2 – Delete the phrase “whether written on an occurrence or claims-made basis,” in the second sentence and replace with the phrase “which shall be written on an occurrence basis,”.

100. § 11.1.2.1 shall be added as follows:

**§ 11.1.2.1** 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:
  - \$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
- 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.

101. Subparagraph 11.1.3 shall be deleted and replaced with the following:

**§ 11.1.3** 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 as 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 BUNCOMBE COUNTY BOARD OF EDUCATION  
175 Bingham Rd., Asheville, NC 28806

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.

102. Subparagraph 11.1.5 shall be added as follows:

**§ 11.1.5** 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.

103. Subparagraph 11.1.6 shall be added as follows:

**§ 11.1.6** 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.

104. Subparagraph 11.1.7 shall be added as follows:

**§ 11.1.7** 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 and shall provide that in the event of cancellation or non-renewal the discovery period of insurance claims shall be unlimited.

105. Subparagraph 11.1.8 shall be added as follows:

**§ 11.1.8** All policies described in this 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.

106. Subparagraph 11.1.9 shall be added as follows:

**§ 11.1.9** 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.

107. Paragraph 11.3 – Delete in its entirety.

108. § 11.4.3 shall be added as follows:

**§ 11.4.3** The cost of the Bonds 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; and
- b. the Project has been completed and accepted by the Owner; and
- c. the provisions of all warranties and guarantees required by the Contract Documents have been fulfilled; and
- 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.

109. § 12.1.1 shall be 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".

110. § 12.1.2 shall be amended by adding "or the Owner" after "covered, the Architect".

111. § 12.2.1 shall be amended as follows:

The section number 12.2.1 shall be changed to 12.2.1.1;

§ 12.2.1.1 shall be amended by adding "Work" after the first "or".

112. § 12.2.1.2 shall be added as follows:

**§ 12.2.1.2** The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not promptly respond to a notice of defect or nonconforming Work. The Contractor shall be responsible to the Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand.

113. § 12.2.2.1 shall be 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, 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.

114. § 12.2.2.1.1 shall be added as follows:

**§ 12.2.2.1.1** 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, then the Contractor shall pay the difference to the Owner.

115. § 12.2.2.2 shall be deleted.

116. § 12.2.2.3 shall be deleted.

117. § 12.2.6 shall be added as follows:

**§ 12.2.6** The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor and Sub-Subcontractors as well as Work done directly by employees of the Contractor.

118. § 13.1 shall be amended by changing "law" to "laws"; deleting the remainder of the sentence after "of" and replacing it with the following:

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.

- 119. § 13.2.2 shall be amended by placing a period after the word "Project" and deleting the remainder of the first sentence following the period.
- 120. § 13.5.4 shall be amended by inserting "with a copy to the Owner" before the period.
- 121. § 13.7 shall be deleted in its entirety and replaced with the following:

**§ 13.7 RECORDS**

**§ 13.7.1** 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.

- 122. § 14.1.1 shall be amended by deleting subsection 14.1.1.4.
- 123. § 14.1.3 shall be amended by deleting the words ", and damages".
- 124. § 14.2.2 shall be amended by deleting the words "Initial Decision Maker" and adding the word "Architect" and by deleting the words ", subject to any prior rights of the surety".
- 125. § 14.2.4 shall be amended by capitalizing the letter "T" in the word "this" in the last sentence and by deleting the words in that sentence preceding the word "This".
- 126. Article 15 shall be amended in the title by adding "OF CONTRACTOR" at the end of the existing title.
- 127. § 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; and deleting at the end of the paragraph "party making the Claim" and replacing it with "Contractor".
- 128. § 15.1.2 shall be amended by deleting "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."; in the second sentence, 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 place of "recognizes"; and replacing "later" with "earlier".

Add the following at the end of the 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.

129. § 15.1.3 shall be amended by deleting "Section 9.7 and" and by adding "undisputed" before "payments" and "for Work performed" after "payments"; and by deleting the last sentence of the paragraph.
130. § 15.1.4 shall be amended by adding "OR INCREASE IN THE CONTRACT SUM" at the end of the existing title.

In the first sentence, insert "additional cost or" after "claim for"; delete "before proceeding to execute the Work" and replace it with "to the Owner and the Architect".

Add the following 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.

131. § 15.1.5.1 shall be amended by deleting "of cost and"; and by adding "critical path of the" before the word "Work" in the second sentence.
132. § 15.1.5.2 shall be amended by deleting "had an adverse effect on the scheduled construction" and replacing it with "prevented the execution of critical path elements of the Work on normal working days."

Add the following 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."

133. § 15.1.5.3 shall be added as follows:

**§ 15.1.5.3** 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:

*Note: Prior to the execution of the Contract, the Owner shall fill in the blanks below:*

January	[ ] calendar days	July	[ ] calendar days
February	[ ] calendar days	August	[ ] calendar days
March	[ ] calendar days	September	[ ] calendar days
April	[ ] calendar days	October	[ ] calendar days
May	[ ] calendar days	November	[ ] calendar days
June	[ ] calendar days	December	[ ] calendar days

134. § 15.1.5.4 shall be added as follows:

**§ 15.1.5.4** 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.

135. § 15.1.5.5 shall be added as follows:

**§ 15.1.5.5** 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.

136. § 15.1.5.6 shall be added as follows:

**§ 15.1.5.6** 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.

137. § 15.1.6 shall be amended by deleting "and Owner" after "Contractor"; changing "waive" to "waives", inserting "all" after "waives"; replacing "each other" with "the Owner"; and inserting after "Contract" the following: "including, but not limited to, any amount owed as

compensation for the increased cost to perform the Work as a direct result of Owner-caused delays or acceleration". Delete the remaining portion of the paragraph.

138. § 15.2 shall be amended by replacing the title with "**RESOLUTION OF CLAIMS AND DISPUTES**".

139. § 15.2.1 shall be deleted and replaced with the following:

**§ 15.2.1 Recommendation of the Architect.** 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.

140. § 15.2.2 shall be 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.

141. § 15.2.3 shall be 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.

142. § 15.2.4 shall be 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.

143. § 15.2.5 shall be 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.

144. § 15.2.6 shall be 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.

145. § 15.2.6.1 shall be deleted.

146. § 15.2.7 shall be deleted.

147. § 15.2.8 shall be deleted.

148. § 15.3 and § 15.4 shall be deleted and replaced with the following:

**§ 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.

149. Add a new **ARTICLE 16, GENERAL**

150. § 16.1 shall be added as follows:

**§ 16.1** 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 A201-2007, entitled "General Conditions of the Contract for Construction", AIA Document A101-2007, entitled "Standard Form of Agreement Between Owner and Contractor", AIA Document A701-1997, entitled "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.

**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.

BB-1

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)*

WITNESS:

\_\_\_\_\_  
*SURETY (Name of Surety Company)*

\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ Attorney-in-Fact

(Corporate Seal of Surety)

COUNTERSIGNED:

\_\_\_\_\_

\_\_\_\_\_  
*N.C. Licensed Resident Agent*

\_\_\_\_\_  
*(Address of Attorney-in-Fact)*

BB-2

**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.

PFB 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)

WITNESS:

\_\_\_\_\_  
Surety (Name of Surety Company)

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: Attorney-in-Fact

(Corporate Seal of Surety)

COUNTERSIGNED:

\_\_\_\_\_  
(Address of Attorney-in-Fact)

\_\_\_\_\_

\_\_\_\_\_  
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.

PFB 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)

WITNESS:

\_\_\_\_\_  
Surety (Name of Surety Company)

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: Attorney-in-Fact

(Corporate Seal of Surety)

COUNTERSIGNED:

\_\_\_\_\_  
(Address of Attorney-in-Fact)

\_\_\_\_\_

\_\_\_\_\_  
N.C. Licensed Resident Agent