



NEW HANOVER COUNTY JUVENILE JUSTICE FACILITY

138 NORTH 4TH STREET
WILMINGTON, NC 28401

PROJECT BID MANUAL

5/21/2019

OWNER



200 Division Drive
Wilmington, NC 28401

ARCHITECT

MOSELEYARCHITECTS

11430 North Community House
Road, Suite 225
Charlotte, NC 28277

CONSTRUCTION MANAGER



135 E. Martin St., #101
Raleigh, NC 27601

TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION

PROJECT INFO SHEET
INSTRUCTIONS TO BIDDERS

SECTION 2: MBE REQUIREMENTS

MBE PARTICIPATION PLAN
MBE SAMPLE FORMS FOR CONTRACT DOCUMENTATION & PAYMENT (SEE EXHIBIT D)

SECTION 3: BID FORMS

BIDDERS CHECKLIST
FORM OF PROPOSAL (SAMPLE)
AFFIDAVIT OF E-VERIFY
IDENTIFICATION OF MBE FORMS (SEE SECTION 2)
FORM OF BID BOND (**FOR SCOPES ESTIMATED VALUE GREATER THAN \$300k**)

SECTION 4: BID PACKAGES

01 GENERAL INCLUSIONS AND SITE SPECIFIC REQUIREMENTS
SCOPE OF WORK PER BID PACKAGES

SECTION 5: SCHEDULE & LOGISTICS PLAN

SITE LOGISTICS PLAN
BID-BASIS PROPOSED BASELINE SCHEDULE – (ISSUED VIA CM CLARIFICATION)
AREA “C” SEQUENCING SCHEDULE

SECTION 6: SUBCONTRACT DOCUMENTS

SAMPLE INTENT TO AWARD LETTER
SAMPLE SUBCONTRACT AGREEMENT
SAMPLE PURCHASE ORDER (BP-13 PRE-FABRICATED CELLS ONLY)
FORM OF PAYMENT BOND
FORM OF PERFORMANCE BOND

SECTION 7: EXHIBITS

EXHIBIT A: SCOPE OF WORK (BID PACKAGE)
EXHIBIT B: BP-01 (GENERAL INCLUSIONS)
EXHIBIT C: NOT USED
EXHIBIT D: SAMPLE APPLICATION FOR PAYMENT FORM
EXHIBIT E: SUBMITTAL FORM
EXHIBIT F: LIST OF SECOND-TIER SUBCONTRACTORS
EXHIBIT G: INSURANCE REQUIREMENTS
EXHIBIT H: SUBCONTRACTOR SUPPLIER INFO. SHEET
EXHIBIT I: SAMPLE RFI FORM
EXHIBIT J: CHANGE PROPOSAL REQUEST FORM
EXHIBIT K: SAFETY REQUIREMENTS

EXHIBIT L: NOT USED

EXHIBIT M: VIRTUAL CONSTRUCTION REQUIREMENTS_v5

SECTION 1

GENERAL INFORMATION

PROJECT INFORMATION SHEET

INSTRUCTIONS TO BIDDERS

INDEX OF CONTRACT DOCUMENTS

INDEX OF PROJECT SPECIFICATIONS

Project Information Sheet

PROJECT NAME: **New Hanover County New DJJ Facility**
BCC Job #1858
Architect Project #571990

LOCATION: 138 North 4th Street
Wilmington, NC 28401

OWNER: **New Hanover County**
200 Division Drive
Wilmington, NC 28401

ARCHITECT: **Moseley Architects**
11430 North Community House Road, Suite 225
Charlotte, NC 28277

CONSTRUCTION
MANAGER: **Bordeaux Construction Company, Inc.**
135 E. Martin St., #101 Phone: 919-220-1141
Raleigh, NC 27601 Fax: 919-220-1147

Point of Contact
Ben Warren Email: ben@bordeauxconstruction.com
Phone: 919-220-1141 x225
Fax: 919-358-0626

Instructions to Bidders

Date: 5/21/2019

Re: New Hanover County New DJJ Facility

Attention Bidders:

Bordeaux Construction as the Construction Manager at Risk (CMAR) is accepting subcontractor bids for the New Hanover County New DJJ Facility Project. Sealed proposals will be received by Bordeaux Construction at location and times noted in "Bid Procedures" section below.

Article 1 PROJECT SCOPE:

1.1 Scope generally consists of:

- The New Hanover County Department of Juvenile Justice is demolition and new construction of a three story, 38,785 SF family courthouse facility which will replace the existing facility located at 138 North 4th Street, Wilmington, NC. The project consists of a secure area with a vehicular sally port, holding cells, and deputy offices. The public areas include first and second floor lobbies, two courtrooms, and offices for judicial staff, court counselors, and mental health.
- The structure is primarily steel framed but does consist of some load bearing CMU; the roof is low slope single ply, and the façade has areas of ACM wall panels, storefront/curtainwall, and architectural CMU and brick veneer. Mechanical systems consist primarily of package roof top units. Electrical system includes an emergency generator and fire alarm system.

Article 2 PRE-BID CONFERENCE

2.1 A pre-bid conference will be held on Wednesday, May 29th at 1PM at the New Hanover County Building; 320 Chestnut Street, Wilmington, NC 6th Floor Training Room. Pre-bid meeting minutes will be posted and distributed to prequalified bidders.

Article 3 CONTRACT DOCUMENTS

3.1 Complete Plans, Specifications, and Contract Documents will be made available after **5:00PM May 24th, 2019** as follows:

- I) Complete Plans, Specifications, and Contract Documents will be available to view or download electronically by emailing Rachel Sayre – rachel@bordeauxconstruction.com Hard copies of project documents will be available to purchase through Accent Imaging **AFTER 5/24/19**. To obtain bidding documents, please contact Accent Imaging (Production Department) 919-782-3332 or production@accentimaging.com. Hours: M-F, 8am-5pm. Drawings and specifications are available at the contractors' expense.
- II) Bordeaux Construction Company, Inc.
135 E. Martin St., #101
Raleigh, NC 27601
Hours: M-Th 8am-4pm, Fri 8am-1pm

- 3.2 Bidder is responsible to review the Plans, Specifications, and Contract Documents against the list of "Project Contract Documents" and "Project Specifications" in Section One of this Bid Manual. Notify Rachel Sayre at rachel@bordeauxconstruction.com of any inconsistencies.
- 3.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- 3.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

Article 4 BULLETINS & ADDENDA

- 4.1 Should the bidder find discrepancies in, or omission from, the drawings or documents or should he/she be in doubt as to their meaning, he/she shall at once notify the CMAR project manager at ben@bordeauxconstruction.com who will send written instructions in the form of addenda (if deemed necessary) to all bidders. Notification should be no later than seven (7) days prior to the date set for receipt of bids.
- 4.2 Neither the Construction Manager, Owner nor the Designer will be responsible for any oral instructions.

Article 5 PRE-BID QUESTIONS/CLARIFICATIONS

- 5.1 All questions and request for information shall be made in writing and submitted to Rachel Sayre via email rachel@bordeauxconstruction.com. Responses to any questions/clarifications will be made in writing in the form of addenda, if required. Any verbal response during the pre-bid period are not considered part of the contract documents unless included in addendum. The site will be available for bidders to review immediately following the pre-bid conference, and is generally available for review at any time during normal business hours. **The last day for questions/clarifications and substitution requests shall be submitted by 5pm (EST) on Tuesday, June 4th, 2019.** Questions received after this time will not be addressed.

Article 6 BIDDING PROCEDURES:

- 6.1 Bordeaux Construction will receive, open, and publically read subcontractor bid proposals for the New Hanover County New DJJ Facility project. Bids will be publically read at the date and time noted in the Bid Schedule below in the New Hanover County Building; 320 Chestnut Street, Wilmington, NC 6th Floor Training Room.

- 6.2 All bids must be submitted in a sealed envelope with the following marked plainly and legibly on the envelope:
- Sealed Bid for:
- Project:** New Hanover County New DJJ Facility
Contractor: (Name of Contractor Submitting Bid)
Bid Package: (See note below if submitting on Multiple Bid Packages)
- 6.3 Each bid must be submitted on the Bid Proposal Form for the respective bid package. If submitting on multiple bid packages or “Combo” bid packages, submit separate sealed proposals for each package. Bids not submitted in a sealed envelope or on any form other than the Bid Proposal Form provided, will not be read.
- 6.4 Any modification to the bid form may result in the bid being rendered non-responsive. This shall include any attachment of qualifications or indicating qualification directly on the bid form,
- 6.5 All blank spaces for bids, alternates, and unit prices in the Bid Form must be filled out. If a bid item is “No Change”, bidder must use one of the following: “\$0”, “No Change”, or “N/C”. Leaving a bid item blank or use of “No Bid”, “NIC”, or similar for any line item on the Bid Form may result in the bid being rendered non-responsive.
- 6.6 All addendum, whether applicable to the trade or not, shall be acknowledged on the Proposal Signature Page of the Bid Form. Failure to acknowledge all addendum issued for the project may result in the bid being rendered non-responsive
- 6.7 Sealed bids are due at Date and Times listed below for bid packages listed. Bid Proposals will be received up to the bid date and time noted below at which point bids will be declared closed and publicly read. **Bids received late will be considered non-responsive and will be returned unopened.** Sealed Bid Submissions shall be delivered in one of the manners below:
- I) **On-site, Day of Bid Date (Beginning Noon 12PM EST and up to 2PM):** Hand Delivered in the New Hanover County Building; 320 Chestnut Street, 6th Floor Training Room.
NOTE: UPS/Courier/USPS will not be accepted on-site.
 - II) **Day of Bid Date, (Up to Eleven AM, 11:00 AM):** Hand Delivered, via United States Postal Service Certified Mail with Return Receipt Request, or via special courier service (Fedex, UPS, or similar with Return Receipt Service) to ATTN: Rachel Sayre at Bordeaux Construction Company at 135 E. Martin St., #101, Raleigh, NC 27601.
- 6.8 It is **solely** the bidder’s responsibility to ensure that bids sent via USPS or special courier arrive at the location and time specified above for the respective bid package Bid dates and times. Bordeaux Construction will not be responsible for proposals that do not arrive or arrive late for any reason. **Bids received late or without a sealed envelope will be considered non-responsive and will be returned un-opened.**
- 6.9 Bids submitted via USPS or special courier shall be submitted in a sealed envelope within the USPS or courier envelope such that bid will remain sealed until bids are opened. **Bids sent without a separate sealed envelope within the bid package may be considered non-responsive.**
- 6.10 Bids submitted by telephone, telegraph, email, text message, or facsimile will be considered non-responsive and will **not** be opened or read.
- 6.11 The Bidder shall fill in the Bid Proposal as follows:

- I) Bidder Name
- II) NC License # (BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP 26A Electrical, or others as required by NC Statute)
- III) If the documents are executed by a sole owner, the fact shall be evidenced the word “Owner” appearing after the name of the person executing them.
- IV) If the documents are executed by a partnership, that fact shall be evidenced by the word “Co-Partner” appearing after the name of the partner executing them.
- V) If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
- VI) If the proposal is made by a joint venture, each member of the joint venture in the above form shall execute it for sole owner, partnership or corporation, whichever form is applicable.
- VII) All signatures shall be properly witnessed. If a person other than an owner holds the contractor’s license of a bidder, partner or officer of a firm, then the licensee shall also sign and be a party to the proposal. The title “Licensee” shall appear under his/her signature. (applies to BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP 26A Electrical, or others as required by NC Statute)
- VIII) Acknowledge all addendum issued for the project at the bottom of the signature page. Addendum shall be acknowledged, whether or not they are considered to be applicable to the respective bid package.
- IX) Minority Business Requirements Apply to this project. Bidder shall identify in the bid form, the minority 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 an affidavit (Affidavit B) indicating work under contract will be self-performed, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f). **Failure to comply with these requirements is grounds for rejection of the bid.**

6.12 Submit E-verify and other affidavits listed in the Bidder’s Checklist

6.13 The inclusion of a Unit Price Schedule, including unit prices for labor, materials and equipment, in the bid is for informational purposes only and shall in no way obligate the Construction Manager or Owner to pay the unit rates provided in the Unit Price Schedule for any additional work performed pursuant to a modification should the bidder be awarded the Subcontract. The Construction Manager may agree to pay unit rates included in the Unit Price Schedule, or agree to pay adjusted unit rates reflecting the bidder's actual costs, after review by the Construction Manager and Owner and receipt by the bidder of written approval from the Construction Manager for the use of approved rates. If allowances are included in the Bidder’s proposal based on unit rates listed in the bid form and unit rates are not accepted, the Bid amount shall be adjusted to remove the allowance from the bidder’s proposal amount.

Article 7 BID PACKAGE SCHEDULE

Bid Date: Wednesday, June 12, 2019 2:00 PM (EST)

BP 01A – General Trades	BP 09D – VCT & Carpet
BP 01B – Final Cleaning	BP 09E – Terrazzo & Polished Concrete
BP 03A – Building Concrete	BP 09F – Painting
BP 04A – Turnkey Masonry	BP 10B – Division 10
BP 05A – Turnkey Steel	BP 10C – Signage
BP 06A – Casework	BP 12A – Window Treatments
BP 07B – Spray Foam Insulation	BP 14A – Elevators
BP 07C – Roofing	BP 21A – Fire Protection
BP 07D – Caulk & Sealants	BP 22A – Plumbing
BP 08A – Aluminum & Glass	BP 23A – HVAC, Controls, and TAB
BP 08B – Doors, Hardware, and Detention Equip.	BP 26A – Electrical
BP 08C – Overhead Doors	BP 31A – Turnkey Site
BP 09A – Drywall	BP 32A – Chain Link Fencing
BP 09B – Hard Tile	
BP 09C – Acoustical Ceilings	

RE-Bid Date: Thursday, June 20, 2019 2:00 PM (EST)

FOR ANY PACKAGES NOT OPENED ABOVE, BIDS WILL AUTOMATICALLY RE-ADVERTISE AND OPEN ON THURSDAY, June 20th, 2019 @ 2PM

Article 8 WITHDRAWAL OR REVISION OF BID PROPOSALS

- 8.1 Bid proposals may only be withdrawn in writing prior to the scheduled time for receipt of Bid Proposals. After bids are declared closed, no Bid Proposal may be withdrawn or modified for a period of Ninety (90) calendar days from date of bids being opened.
- 8.2 Bid Security Requirement **(Required for all bids which indicate payment & performance bond required)**: Bid security must be submitted with the bid in an amount of at least 5% of the bid amount in the form of a Bid Bond, a bid deposit in cash, a cashier's check, or a certified check. Refer to Section 3 for form of Bid Bond. If an alternate form is desired, please submit alternate bond form by RFI no later than date noted within Article 5.
- 8.3 If a surety bond is required, it shall be written on AIA Document A310-2010, Bid Bond as provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

Article 9 AWARD OF CONTRACT

- 9.1 The Owner, Architect, and/or Bordeaux Construction reserve the right to accept and/or reject any and all alternates in any order.

- 9.2 Subject to the rights of the Construction Manager and/or Owner to reject any or all bids, the Construction Manager will award the Subcontract to the bidder deemed by the Construction Manager and Owner in their sole discretion to be the lowest responsive and responsible bidder. Pre-qualification of a bidder is a condition precedent to the bidder being deemed responsive, but pre-qualification is not to be construed as a determination that the bidder is responsible or, in fact, responsive. The determination as to whether a bidder is responsible shall be made after the bids have been opened. In making the determination as to the responsibility of a bidder, the Owner and Construction Manager reserve their rights to consider factors beyond those set forth in the pre-qualification criteria including, but not exclusively, those factors that are more qualitative and less subject to quantification than those set forth in the pre-qualification criteria. The prequalification of a particular bidder shall not be deemed a property right of the bidder or create any other right, legal or equitable, or any cause of action in favor of the bidder even if the bidder submits the lowest monetary bid. In determining which bidder is the lowest responsive and responsible bidder, the Construction Manager and Owner, in their discretion, may take into consideration not only the amount of the bid, but also such of the following criteria as they deem appropriate and may give such weight thereto as they deem appropriate:
- I) The bidder's financial ability to complete the Subcontract successfully and on time without resort to its surety;
 - II) The bidder's prior experience with comparable or more complex projects;
 - III) The bidder's prior history for successful and timely completion of projects;
 - IV) The bidder's equipment and facilities;
 - V) The adequacy, in numbers and experience, of the bidder's work force to complete the Contract successfully and on time;
 - VI) The bidder's prior experience on other projects of the Construction Manager & Owner, including the bidder's demonstrated ability to complete its work in accordance with the requirements of the contract documents;
 - VII) The bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to equal employment opportunity requirements and the Occupational Safety and Health Act.
 - VIII) The bidder's demonstrated commitment to achieve the Contract HUB/MWBE goals or its good-faith effort to meet those goals.
 - IX) Depending on the type of the Work, other factors which the Construction Manager & Owner considers material.
- 9.3 In determining the lowest responsible, responsive bidder, the Construction Manager & Owner shall take into consideration the bidder's compliance with the requirements of G.S. 143-128.2(c), the past performance of the bidder on construction contracts for the Construction Manager & Owner with particular concern given to completion times, quality of work, cooperation with other contractors, and cooperation with the Designer and Owner.
- 9.4 Failure of the low bidder to furnish affidavit and/or documentation as required by G.S. 143-128.2(c) may constitute a basis for disqualification of the bid.
- 9.5 The Owner, Architect, and/or Bordeaux Construction reserve the right to reject any or all Bid Proposals and to waive all informalities or irregularities without explanation and without obligation of any nature to the bidders.
- 9.6 Bordeaux Construction and/or the Owner reserve the right to reject any proposed sub-trade (2nd tier) subcontractor not deemed acceptable to perform the work for which they are designated. Should any bidder's proposal shall remain binding without additional compensation. The bidder will shall have the option to self-perform the work or submit alternate sub-trade contractors for review and approval.

- 9.7 At the request of the Construction Manager and before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition, and manufacturer of any or all materials to be used in the construction of the Work, together with samples. Such samples may be subjected to the tests provided for in the Contract Documents to determine their quality and fitness for the Work.
- 9.8 At the request of the Construction Manager and before any contract is awarded, the bidder may be required to furnish the Construction Manager with a complete breakdown of the lump sum bid items to the satisfaction of the Construction Manager & Owner. The lump sum breakdown shall be in such detail as the Construction Manager & Owner may reasonably require.
- 9.9 The Construction Manager & Owner reserves the right to issue subcontracts to the selected bidder at any time up to ninety (90) days after the receipt of bids. The bidder must sign and return the Agreement within ten (10) days of receiving it. Failure to do so will be considered as refusal on the part of the selected bidder to enter into the Agreement. Upon such refusal, the Construction Manager & Owner may award the Contract to the next qualified bidder, at the Construction Manager & Owner's option, with the initially selected bidder's bid guaranty being retained as provided by law.
- 9.10 Should the Construction Manager & Owner adjudge that the apparent low bidder is not the lowest responsible, responsive bidder by virtue of the above information, said apparent low bidder will be so notified and his bid security shall be returned.

Article 10 PREFERRED BRAND ALTERNATES

- 10.1 In accordance with General Statute GS 133-3, Specifications may list one or more preferred brands as an alternate to the base bid in limited circumstances. Specifications containing a preferred brand alternate under this section must identify the performance standards that support the preference. Performance standards for the preference must be approved in advance by the Owner in an open meeting. Any alternate approved by the Owner shall be approved only where (i) the preferred alternate will provide cost savings, maintain or improve the functioning of any process or system affected by the preferred item or items, or both, and (ii) a justification identifying these criteria is made available in writing to the public. In accordance with GS133-3 see Section 012300 of this specification for items being considered by the Owner for this project.

Article 11 MINORITY BUSINESS ENTERPRISE (MBE)/HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

- 11.1 Bordeaux Construction is actively committed to promote practices that will promote full and equal access to business opportunities on projects which the company is jointly or individually affiliated. **Minority Business Participation is a part of this contract and all bidders must comply with State of North Carolina General Statutes.** All subcontractors participating in this project are required to make a good faith effort to obtain 10% of the value of their subcontract from MWBE/HUB suppliers or second tier subcontractors. Refer to Section Two of the Bid Manual "MBE Participation" for specific requirements and forms to be submitted with the bid.

Article 12 SUBSTITUTIONS

- 12.1 GS133-3 requires bidder proposed substitutions be submitted and approved prior to bid receipt. These would be bidder's "desired or voluntary" substitutions. Necessary or required substitutions can occur later when specified products are not available, late delivery, model changes, etc. then substitutions

can be made after contract award per usual procedure in the General Conditions. **Bidder proposed substitutions should be submitted no later than June 3, 2019** for Designer evaluation and inclusion in the last addenda that may be issued no later than June 4, 2019.

Article 13 OTHER REQUIREMENTS

- 13.1 All State and County Sales tax on all material (including material only bid packages) is to be included in the cost of the bid. This requirement shall apply to all materials furnished to the project, regardless of where the material originated.
- 13.2 Payment and Performance Bond Requirement: Cost for payment and performance bond are to be included in base bid price. **Payment and Performance Bonds are required for the following bid Scopes:**
- I) BP-03A Concrete
 - II) BP-04A Masonry
 - III) BP-05A Structural Steel
 - IV) BP-07C Roofing
 - V) BP-08A Aluminum & Glass
 - VI) BP-09A Drywall
 - VII) BP-22A Plumbing
 - VIII) BP-23A HVAC
 - IX) BP-26A Electrical
- 13.3 The Construction Manager and Owner reserve the right to add pre-qualified bidders. The Construction Manager and Owner reserve the right to reject any and all proposals. Additional Bid Packages may be added and/or deleted at the discretion of the Construction Manager.

Article 14 BIDDER'S REPRESENTATIONS

- 14.1 It is understood and mutually agreed that by submitting a bid the bidder acknowledges that he/she has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the bidder acknowledges that he/she has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications and other contract documents for the construction of the work and that he/she accepts all the terms, conditions and stipulations contained therein; and that he/she is prepared to work in cooperation with other contractors performing work on the site.
- 14.2 Reference is made to contract documents for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the designer in preparing the documents. By submitting a bid, each bidder acknowledges that:

- I) The opinions expressed in the geotechnical report are solely those of the Geotechnical Engineer and represent its interpretation of subsurface conditions based on the tests and analyses that it has conducted.
 - II) The information contained in the geotechnical report may not be adequate for my company's purposes during the bidding process and my firm is encouraged to perform its own subsurface explorations, examinations, investigations, tests, and analyses prior to bidding to develop its own opinion of the nature of the soil conditions at the Project site. Contact the Owner to make an appointment to enter the site for the purpose of conducting their own investigation of subsurface conditions.
 - III) Neither the Construction Manager, Owner nor the Architect guarantees or warrants the accuracy or completeness of the information in the geotechnical report. The Construction Manager, Owner and Architect expressly disclaim any responsibility for whether or not the data in the geotechnical report is representative of the conditions and materials that are actually encountered during construction.
 - IV) The geotechnical report is **not** part of the Bid Documents and shall **not** become part of the Contract Documents.
- 14.3 Each bidder may, at his own expense, make such additional surveys and investigations as he/she may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the owner upon request made to the Construction Manager. Any reasonable request for access to the site will be honored by the owner.

Article 15 DEFINITIONS

- 15.1 "Bidding documents" include the Bidding Requirements and the proposed Contract Documents and will consist of:
- I) Bordeaux Construction "Bid Manual" including:
 - (a) Instructions to Bidders
 - (b) Bid Packages (Scopes of Work)
 - (c) All Subcontract Agreement Documents & Forms
 - (d) Bid Proposal Form and Bid affidavits
 - (e) All Minority Business Enterprise (MBE) Requirements
 - (f) Site Logistics Plan
 - (g) Baseline & Milestone Schedule
 - II) The Designer's Project Manual
 - (i) All Specification Divisions (including Division 1)
 - III) The Designer's Project Drawings
 - (i) All Drawings (including code summary, life safety, and all consultants sheets)
 - IV) All addendum and Construction Manager Clarifications
- 15.2 The "Work" or the "Project" is all work required for construction of the New Hanover County New DJJ Facility as described in the Bidding and Contract Documents
- 15.3 "Addenda" are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 15.4 A "Bid" is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bid Documents

- 15.5 The “Base Bid” is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids
- 15.6 A “Bidder” is a person or entity who submits a Bid in conformance with the Bidding Documents. All Bidders must be pre-qualified
- 15.7 An “Alternate Bid” (or “Alternate”) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 15.8 A “Unit Price” is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 15.9 A “Unit Price Allowance” is an amount to be included in the Bid calculated at the unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents. Unused Allowances are to be credited in full at the end of the project
- 15.10 A “Lump Sum Allowance” is an amount to be included in the Bid for materials, equipment or services or a portion of the Work as described in the Bidding Documents. Unused Allowances are to be credited in full at the end of the project
- 15.11 “Bidder” or “Contractor” is a Subcontractor or material supplier who submits a Bid to the Construction Manager and who meets the requirements set forth in the Bidding Documents.
- 15.12 “Construction Manager” is Bordeaux Construction acting as Construction Manager at Risk for the project, also referred to as BCC

On Behalf of Bordeaux Construction and New Hanover County, we sincerely thank you for the time and effort in preparing your bid. Please do not hesitate to contact Rachel Sayre at rachel@bordeauxconstruction.com should you have any questions regarding bidding the project.

END OF INSTRUCTIONS TO BIDDERS

Substitution Request Form – Prior to Receipt of Bids

General Information				
Project Name				
A/E Project Number				
Specified Product/Item Information				
Specification Title				
Section				
Page				
Article / Paragraph				
Description				
Proposed Substitution Information				
Proposed Substitution				
Reason for not providing specified product/item				
Comparative Data	Attach a point-by-point comparative data list. Include all differences between the proposed substitution and the specified product/item. If not provided, this Request will be rejected.			
Manufacturer				
Manufacturer Address				
Manufacturer Phone				
Manufacturer Representative Email address				
Trade / Model Name				
Model Number				
Installer (if known)				
Installer Address				
Installer Phone				
History	<input type="checkbox"/> New product	<input type="checkbox"/> 2-5 years	<input type="checkbox"/> 5-10 yrs	<input type="checkbox"/> 10 yrs or longer
Proposed substitution affects other parts of the Work	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
If yes, explain				
Proposed Substitution Similar Installation				
Have you used this product/item on any other projects	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
Project				
Project Address				
Architect/Engineer				
A/E Phone				

Owner	
Owner Phone	
Date installed	
Attached Supporting Data	
<input type="checkbox"/> Drawings	<input type="checkbox"/> Product Data/Specs
<input type="checkbox"/> Samples	<input type="checkbox"/> Tests
<input type="checkbox"/> Reports	<input type="checkbox"/>
Entity submitting this Substitution Request certifies all of the following:	
<ul style="list-style-type: none"> • Proposed substitution has been fully investigated and determined to be equal or superior in all respects to the specified product, except as may otherwise be specifically and clearly indicated herein. • If applicable, proposed substitution shall not adversely affect LEED requirements nor shall it prevent achieving the relative number of applicable LEED point[s] the specified product would have received. • Proposed substitution’s function, appearance, and quality are equal or superior in all respects to the specified product, except as may otherwise be specifically and clearly indicated herein. • Same or superior warranty and/or guarantees shall be furnished for proposed substitution as is required for the specified product/item. • Same maintenance service and source replacement parts, as applicable, are available; including local availability. • Proposed substitution shall have no adverse effect on other trades. • Proposed substitution shall not affect dimensions and functional clearances. • Coordination, installation, and changes to the Work as necessary for the accepted proposed substitution shall be complete in all respects. 	
Entity’s Information	
Submitted by	
Signed By	
Date	
Email address of Signee above	
Company Name	
Address	
Phone	
Architect / Engineer Review and Action	
<p>If this Substitution request is approved, it shall be included in an Addendum. If the proposed substitution is not included in an Addendum, then the proposed substitution was rejected; was not submitted in accordance with the Contract Documents; and/or this Form was not complete.</p>	

END OF SUBSTITUTION REQUEST FORM

SECTION 2 MBE REQUIREMENTS

MBE PARTICIPATION PLAN

MBE SAMPLE FORMS FOR CONTRACT DOCUMENTATION & PAYMENT (SEE EXHIBIT D)

MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION PLAN

INTRODUCTION:

Bordeaux Construction is committed to promote practices that will promote full and equal access to business opportunities on projects which the company is jointly or individually affiliated. Our Historically Underutilized Business (HUB) participation program has been specifically designed to ensure that Historically Underutilized Businesses have increased and equal opportunities for participation in our projects.

Additional Support for becoming certified through the State of North Carolina is available by contacting Rachel Sayre at rachel@bordeauxconstruction.com.

HUB PLAN OBJECTIVES:

1. Bordeaux Construction has established the Historically Underutilized Business participation goal established for this project as:
20% HUB participation
2. The New Hanover County New DJJ Facility project is one of the larger projects that New Hanover County has awarded in recent history. We recognize the financial impact this has to the local New Hanover County Community. To this extent, local participation will be incorporated into the project to the greatest extent possible
3. Achieve an equitable distribution of construction contract awards with both local New Hanover County and Historically Underutilized Businesses
4. A minimum participation has been established by New Hanover County as:
10% HUB participation

HUB PLAN APPROACH:

1. **Extensive outreach and local contracting opportunity conferences**
The goal of our outreach sessions is to identify all applicable HUB contractors that may participate in the project. During these outreach sessions, we will communicate the proposed project scope and encourage the subcontractor to submit prequalification information. Much of the HUB participation will come from local and HUB suppliers. The goal of the outreach sessions will be to partner the prequalified subcontractors with interested suppliers.
2. **Increase awareness of the project & plan availability**
We will publish the project prequalification in numerous industry publications, newspapers, bid advertisement publications, and with Historically Underutilized Business Outreach Coordinators throughout North Carolina. Plans, drawings, and addendum will be made available free of charge to minimize the entry cost of obtaining and bidding on the project.
3. **Reduced Barrier Packages (RBPs)**
We understand that some of the bid packages required on a project of this magnitude may be of sufficient size or scope that would create a "Barrier of Entry" to compete in the market. To ensure that equitable participation is achieved, we have developed specific Reduced Barrier Packages that are of size (typically considered less than \$300,000) or scope that allow emerging as well as established Historically Underutilized Businesses a fair chance to compete. These Reduced Barrier Packages are noted on the prequalification form with an asterisk.

4. Financial assistance

In order to increase participation of Historically Underutilized Businesses, Bordeaux Construction will waive the requirement for payment and performance bonding on bid packages less than \$300,000. In addition, joint check agreements and quick pay agreements may also be implemented to assist Historically Underutilized Businesses establish credit

5. Certification Assistance

We have staff trained to assist subcontractors apply for Statewide Uniform Certification (SWUC) with the state of North Carolina

6. HUB Reporting

We will prepare monthly reports on contracts awarded to all contractors to ensure commitments made under 1st tier subcontractor's good faith efforts are met. We will prepare monthly reports with each pay application.

7. List of approved HUB firms

HUB list can be found at <https://www.ips.state.nc.us/vendor/SearchVendor.aspx> and then selecting "HUB Certification" – "Yes" and relevant "Construction/Design Services

SUBCONTRACTOR BIDDING REQUIREMENTS

Provide with the bid - Under GS 143-128.2(c) the undersigned bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit **A**) made to solicit minority participation in the bid effort.

Note: A contractor that performs all of the work with its own workforce may submit an Affidavit (**B**) to that effect in lieu of Affidavit (**A**) required above. The MB Participation Form must still be submitted even if there is zero participation.

After the bid opening - The Construction Manager will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An 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 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit **D** is not necessary;

* Or *

If less than the 10% goal, Affidavit (**D**) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

Note: Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit A **or** Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

SECTION 3 BID FORMS

BIDDERS CHECKLIST

FORM OF PROPOSAL (SAMPLE)

AFFIDAVIT OF E-VERIFY

IDENTIFICATION OF MBE FORMS

FORM OF BID BOND (IF APPLICABLE)

All bids must be submitted in a sealed envelope with the following marked plainly and legibly on the envelope:

Sealed Bid for:

Project: New Hanover County New DJJ Facility

Contractor: (Name of Contractor Submitting Bid)

Bid Package: (See note below if submitting on Multiple Bid Packages)

If submitting on multiple bid packages or “Combo” bid packages, submit separate sealed proposals for each package

DOCUMENTS TO BE SUBMITTED ON DAY OF THE BID

The following documents **MUST BE INCLUDED** in the bid proposal package, and **MUST BE FULLY COMPLETED AND EXECUTED** at the time of the submission of the bid.

1. Bid Form – Including Base Bid, Unit Prices and Alternate Pricing
2. Acknowledgement of receipt of addenda
3. E-Verify Affidavit
4. Identification of Minority Business Participation
5. State of North Carolina Affidavit A – Listing of the Good Faith Efforts

OR

State of North Carolina Affidavit B – Intent to Perform Contract with Own Workforce

6. Bid Bond Form or Cashier’s Check in the amount of 5% of Bid Proposal for indicated packages with payment and performance bond requirement

DOCUMENTS TO BE SUBMITTED WITHIN 72 HOURS OF BID

The following documents are to be prepared and submitted with supporting documentation within 72 hours of the bid time – if you are the apparent low bidder.

1. State of North Carolina Affidavit C – Portion of Work to be Performed by Minority Firms (if you are not submitting Affidavit B above)

OR

2. State of North Carolina Affidavit D – Good Faith Effort

FORM OF PROPOSAL

Project: New Hanover County New DJJ Facility
138 North 4th Street
Wilmington, NC 28401

Bids Submitted To: Bordeaux Construction Company, Inc. – Construction Manager

BID PACKAGE: BP - XX - TRADE

BIDDER: _____

NC License #: _____

(License applies to BP 02 Surveying, BP 21A Fire Protection, BP 22A Plumbing, BP 23A HVAC, BP23A HVAC & Plumbing, BP 26A Electrical, BP-28A Security Electronics, or others as required by NC Statute)

Date: _____

Bid Time: _____

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he/she has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that bidder has satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with Bordeaux Construction in the form of contract specified in the bid manual, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of:

Bid Package 00 – General Requirements

Bid Package XX - TRADE

in full in complete accordance with the plans, specifications and contract documents, within the contract time as detailed in the New Hanover County New DJJ Facility – Bid Schedule, to the full and entire satisfaction of New Hanover County and Bordeaux Construction with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents.

Bid Package: XX - TRADE

BASE BID PRICE:

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$ _____ (Figures only).

MINORITY BUSINESS PARTICIPATION REQUIREMENTS

Provide with the bid - Under GS 143-128.2(c) the undersigned bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit **A**) made to solicit minority participation in the bid effort.

NOTE: A contractor that performs all of the work with its own workforce may submit an Affidavit (**B**) to that effect in lieu of Affidavit (**A**) required above. The MB Participation Form must still be submitted even if there is zero participation.

After the bid opening - The Construction Manager will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An 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 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit **D** is not necessary;

* OR *

If less than the 10% goal, Affidavit (**D**) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

Note: Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. Affidavit **A** or Affidavit **B**, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

Proposal Signature Page

The bidder further proposes and agrees to commence work under this contract on a date to be specified by the Construction Manager at Risk, and shall pursue the scope of work included in his contract in accordance with the schedule prepared by the Construction Manager at Risk.

Respectfully submitted this,

_____ Day of _____, 2015
(Write the Date of the Month in Words) (Write the Name of the Current Month)

WITNESS:

(Witness Signs here if you are a Proprietorship or Partnership)

By: _____
(Printed Name of Person Signing Bid)

(Signature)

ADDRESS:

TITLE: _____
(Owner, Partner, President or Vice President)

FEDERAL ID#: _____

ATTEST:

LICENSE #: _____

By: _____

(CORPORATE SEAL)

TITLE: _____
(Corporate Secretary or Asst. Secretary Only)

Bid Manual received and used in computing bid (Initial here) _____

Addendum received and used in computing bid. Failure to acknowledge receipt of addendum may result in bid being considered non-responsive. (Initial each as applicable)

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____ Addendum No. 4 _____

Construction Manager Clarification received and used in computing bid. Failure to acknowledge receipt of clarification may result in bid being considered non-responsive (Initial each as applicable)

Clarification No. 1 _____ Clarification No. 2 _____ Clarification No. 3 _____ Clarification No. 4 _____

SAMPLE

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____ (hereinafter Affiant), being duly authorized by and on behalf of _____ (hereinafter "Employer") after being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS 64-25(5).
2. Employer understand that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS 64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES _____
 - b. NO _____
4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.

This _____ day of _____, 2019.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

Day of _____, 2019

My Commission Expires: _____

Notary Public

(Affix Official/Notarial Seal)

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

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

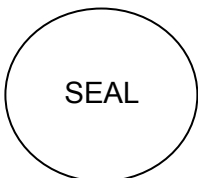
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

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

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority 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 _____

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

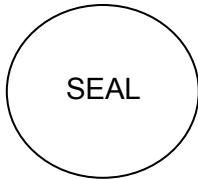
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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 HUB Certified/Minority Businesses

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 HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) 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	**HUB Certified Y/N	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**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

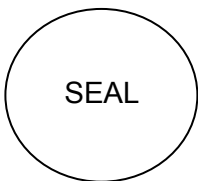
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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 HUB Certified/ 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 ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ 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	**HUB Certified Y/N	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**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

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

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

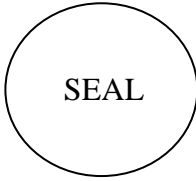
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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 _____

DRAFT AIA[®] Document A310[™] - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

« »« »
« »

SURETY:

(Name, legal status and principal place of business)

« »« »
« »

OWNER:

(Name, legal status and address)

« »« »
« »

BOND AMOUNT: \$ « »

PROJECT:

(Name, location or address, and Project number, if any)

«~~Bladen Granville County Detention Center~~New Hanover County New DJJ Facility»

« »
« »

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty-one hundred twenty (60120) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond one hundred twentysixty (60120) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be ~~Contractor~~Construction Manager.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Signed and sealed this « » day of « », « »

(Witness)

(Witness)

« »

(Contractor as Principal) (Seal)

« »

(Title)

« »

(Surety) (Seal)

« »

(Title)



Exhibit B

New Hanover County Department of Juvenile Justice
Job No. 1858

BP 01 – General Inclusions

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the General Inclusions and Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference may be made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

BID PACKAGE BP-01 GENERAL INCLUSIONS

The work contained within this bid package detail work for inclusion in all bid packages. Refer to specific bid packages for trade specific requirements and exclusions

1.	DEFINITIONS	2
2.	CONTRACT	2
3.	COORDINATION BETWEEN PLANS.....	3
4.	ELECTRONIC CONTRACT DOCUMENTS	4
5.	TEMPORARY UTILITIES & FACILITIES	4
6.	ALLOWANCES	4
7.	CHANGE ORDERS	5
8.	UNIT PRICES.....	7
9.	SUPERVISION	7
10.	SCHEDULE DELIVERY REQUIREMENTS.....	8
11.	DAILY & WEEKLY REPORTS.....	8
12.	PROJECT MEETINGS	8
13.	QUALITY REQUIREMENTS	9
14.	SUBMITTALS	9
15.	SCHEDULE	10
16.	WORK HOURS	10
17.	LIQUIDATED DAMAGES.....	10
18.	PAYMENT.....	11
19.	SCHEDULE OF VALUES.....	11
20.	STORED MATERIALS.....	11
21.	SITE LOGISTICS.....	12

22.	COOPERATION AND COORDINATION.....	13
23.	SAFETY	13
24.	DAILY CLEANUP	14
25.	COMPOSITE CLEANUP.....	14
26.	PROTECTION	15
27.	CONCEALED OR UNKNOWN CONDITIONS.....	16
28.	UNDERGROUND UTILITIES	16
29.	CUTTING AND PATCHING.....	16
30.	LICENSING, PERMITS, AND FEES.....	17
31.	NOTICES AND COMPLIANCE WITH LAWS	17
32.	BEHAVIOR.....	18
33.	CLOSEOUT REQUIREMENTS	19

1. DEFINITIONS

- a. Unless otherwise noted, all references to the “General Contractor”, “Subcontractor”, “Construction Manager”, “CM”, “Construction Manager at Risk”, “CMAR”, “Contractor”, or similar in the contract documents shall be understood to work performed under this bid package
- b. The “Construction Manager” refers to Bordeaux Construction Co., Inc. and may also be referenced interchangeably as BCC throughout the bid manual, subcontract agreement, and bidding documents

2. CONTRACT

- a. Subcontractor is to include all items in the bid scope in their bid price and agrees to enter into proposed form of subcontract without exception
- b. The general contract with the Owner (the “General Contract”) is incorporated by reference and made a part of the Subcontract. Except as modified herein, Subcontractor assumes the same obligations to BCC under the Subcontract that BCC assumes to the Owner with respect to the Subcontract Work. The language of applicable clauses from the General Contract shall be construed to express the BCC /Subcontractor relationship.
- c. In the event of a conflict between any such provisions in the General Contract and the Subcontract, the terms and conditions of the Subcontract shall govern.
- d. The Subcontractor acknowledges that it has made a site visit to review conditions that may relate to the performance of the Subcontract Work, has incorporated such knowledge into its Bid for the Subcontract Work
- e. Subcontractor has reviewed **ALL** bid and contract documents and has based their bid as such. No claims shall be made for estimates or bids submitted from partial or incomplete sets

- f. The subcontractor represents that the bid packages provided within this bid manual are intended as a summary of work and are included as a courtesy.
- g. Scope of work clarifications within bid packages does not waive any other contract requirements specified in the Bidding Documents or Contract Documents
- h. It is understood that this subcontractor, consistent with the terms outlined within the Subcontract Agreement, assumes toward the Construction Manager (CM) and the Owner all obligations that the Construction Manager assumes toward the Owner in the Construction Manager Subcontractor Agreement: Construction Services (Owner Contract) with respect to the work to be performed by the Subcontractor under the Subcontract and that the Construction Manager (CM) shall have the benefits of all rights, redress and remedies against the Subcontractor that the Owner has against the Construction Manager (CM) under the Owner Contract. The Owner-Contract is available for review at contractor's home office upon request. It is the Subcontractor's responsibility to review and familiarize itself with the Owner contract and by executing this Subcontract the Subcontractor represents that it has done so. In the event of a conflict between one or more of the Contract documents, the provision imposing the more demanding term, condition, duty or standard of performance, or the greater limitation on the nature and type of relief or damages allowed to the subcontractor, shall control
- i. Subcontractor has reviewed the proposed form of Subcontract as well as all exhibits and takes no exceptions. The successful bidder will execute the Subcontract agreement in its current form and without any modification. No previous agreements or terms shall apply to this subcontract
- j. Subcontractor shall procure all insurances required as detailed in the subcontract agreement and Exhibit G, Insurance Requirements

3. COORDINATION BETWEEN PLANS

- a. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Construction Manager errors, inconsistencies or ambiguities discovered.
- b. The Contract Documents including plans, specifications, bid manual, etc. are complementary. Bid packages, specification divisions, and drawing divisions are provided as a courtesy, but are in no way construed to relieve subcontractor from performing work contained within the subcontract agreement
- c. For purposes of bidding, procuring, and performance of the Work, and in any event of conflicts or ambiguities between the excerpted information in the Contract Documents, the requirements of applicable codes and standards, the requirements of the specifications, bid manual, etc. Subcontractor is deemed to have provided the better quality or greater quantity of Work

4. ELECTRONIC CONTRACT DOCUMENTS

- a. Subcontractor will be provided contract documents electronically via Procore. No hard copies will be provided. Hard copies are available for purchase by the subcontractor at their expense
- b. Subcontract shall be based on the "Contract Documents" as detailed in the Subcontract Agreement. BCC will provide access to a Bluebeam studio session for the benefit of all trades. The Bluebeam studio session will include access to a "conformed" set of documents. BCC makes no representation to the completeness of the "Conformed" set of documents. Subcontractor agrees to waive any and all claims and hold harmless BCC from any claims that may arise from the completeness, accuracy, or any lack thereof of the "Conformed" set
- c. Building Information Modeling (BIM) will be provided on this project, refer to Exhibit M of the Subcontract Agreement. Subcontractor shall include all costs in the base bid for BIM software, meetings, coordination, travel, as required for coordination of work provided under their respective bid package
- d. All trade disciplines required to provide coordination drawings will be subject to participation in the Virtual Construction Process. These subcontractors will need to make use of relevant technology in order to model their content. An on-site kick-off meeting along with several go-to meetings will be required in order to effectively coordinate the project model. If a subcontractor is using a 3rd party to model their content, the individual from the 3rd party must be an active participant in these meetings. Exhibit M in the Subcontract Documents provides more information on the Virtual Construction Requirements

5. TEMPORARY UTILITIES & FACILITIES

- a. Temporary power will be provided to temporary power panel (provided by BP-26A). Subcontractors shall include the cost for temporary generators or work from battery powered equipment for all work until temporary power service is available to the project by BP-26A. All temporary power consumption charges will be paid for by Construction Manager
- b. Unless specifically noted in the bid package, any temporary power requirements in excess of the temporary power panel (3 phase power pigtails or generator) are to be provided by the subcontractor at no additional expense to the project
- c. Temporary water will be provided by BP-31A, Earthwork. With the exception of temporary water usage for landscape maintenance, all water consumption charges will be paid for by the Construction Manager
- d. Temporary toilets will be provided by Construction Manager for Subcontractors use
- e. All subcontractors are responsible to provide drinking water for all workers supplied under their bid scope

6. ALLOWANCES

- a. The Contractor shall include in the Contract Sum all allowances stated in the bid package.

- b. Unless otherwise provided in the Contract Documents, the allowance amount following shall include:
 - i. The cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - ii. Contractor's costs for unloading and handling at the site labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - iii. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order using unit prices as included in contract where applicable
- c. Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. The Contractor shall identify the date for Owner's selection on the critical path of the Contractor's Construction Schedule and provide the Owner a minimum of two weeks' notice before this date

7. CHANGE ORDERS

- a. All change orders shall be submitted on the change proposal form(s) included as Exhibit L of the Project Bid Manual
- b. Change Orders shall be prepared utilizing the Subcontractor (2nd tier, 3rd tier, etc.) quotes shall be presented in the same format utilizing the Change Order Form, Exhibit L and subject to the same requirements.
- c. Claims for additional cost by the subcontractor must be initiated by written notice to the Construction Manager within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. At the Construction Manager's discretion, the Construction Manager may consider claims received after this period, but is under no obligation to accept Claims for additional cost submitted after this time period
- d. The cost to which overhead and profit is to be applied shall be determined based on the following, unless noted otherwise:
 - i. Material quantities and unit prices (show sales tax as a line item);
 - ii. Labor costs (unburdened cost, include man hours and unit rate per man hour. In the case a unit price is included in the contract, apply unit rate);
 - iii. Construction equipment cost (must show rental invoice or substantiate equipment rental rate);
 - iv. Lower tier subcontractor costs (all lower tier subcontractors must follow the same Change Order procedures)
 - v. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs in the manner prescribed above. Where major cost items are changes to Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization

- vi. Costs for bond premium shall only apply to those trades with a payment and performance bond required
- e. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change
- f. Failure by the subcontractor to provide the information requested in this paragraph shall result in rejection of the change order and a request for resubmittal. Delay in the processing of the change order due to lack of proper submittal by the subcontractor in accordance with this paragraph, or due to errors in the change order calculations shall not constitute grounds for a time extension or basis for a claim. Subcontractor responsible for submitting all changes on required change proposal form with all required auditable backup documentation.
- g. Labor burden percentage shall not exceed **30%** in any case
- h. The amount for Overhead and profit combined shall be based on the following schedule:
 - i. For the Contractor (1st tier), for Work performed by the Contractor's own forces, Fifteen percent (**15%**) of the cost;
 - ii. For the Contractor, for Work performed by the Contractor's Subcontractors (2nd tier, 3rd tier, etc.), Five percent (**5%**) of the amount due the (2nd tier, 3rd tier, etc.) Subcontractors;
 - iii. For each Subcontractor (2nd tier, 3rd tier, etc.) involved, for Work performed by that Subcontractor's own forces, Fifteen percent (**15%**) of the cost;
 - iv. For a deductive Change order for Work performed by the Contractor's own forces, Ten Percent (**5%**) of the cost;
 - v. For a deductive Change order for Work performed by the subcontractor's (2nd tier, 3rd tier, etc.), Five Percent (**5%**) of the amount due the subcontractor;
- i. Labor Burden shall be defined as: costs that are applied to labor only, including but not limited to: worker's compensation and public liability, social security tax, old age and unemployment insurance, union welfare fund and fringe benefits
- j. Overhead shall be defined as, but not be limited to: project management, home office personnel executive, wages of timekeepers, watchmen and clerks, admin, small tools, incidentals, general office expenses, insurance premiums, and all other expenses not included in "costs."
- k. For change orders based on unit prices (as listed in the contract documents) shall include such breakdowns for work performed by the subcontractors and the cost extensions based on the unit prices in the contract documents. Unless otherwise noted, change orders based on unit price adjustments already include all required markup for cost, sales tax, labor burden, equipment, OH&P, etc. and shall apply to both additive and deductive change orders
- l. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit

prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted

8. UNIT PRICES

- a. Unit Prices as listed may be utilized by the Construction Manager to make contract cost adjustments for changes in the Work. Unit prices shall include cost for labor, materials, equipment, insurances, taxes, bond premium, overhead and profit fifteen percent and other related incidentals and remain firm and in effect for the duration of the contract
- b. For the purpose of using a unit price as backup to a change order labor rate, the “unburdened” unit price shall be obtained by dividing the unit price by 1.45 (15% for OH&P 30% for labor burden). For example, a unit price for general labor of \$17.4/hr would equate to an unburdened labor rate of \$12.00/hr + \$3.60/hr for labor burden + \$1.80/hr for OH&P

9. SUPERVISION

- a. Subcontractor is to have a competent English-speaking superintendent/foreman on site at all times, who has a thorough knowledge of the project including shop drawings and approved product data and also has the authority to make decisions for his company while work related to this contract is in progress. Construction Manager reserves the right to charge for Super/PM/Foreman cost to provide supervision and expertise for your work force
- b. Construction Manager reserves the right to request a superintendent be removed from the project if deemed necessary for the project
- c. The Contractor shall notify the Construction Manager in writing of any proposed replacement of the Superintendent. The Contractor shall not replace a competent Superintendent without prior written approval from the Construction Manager. The requirements contained in this Article shall apply to any proposed replacement Superintendent, regardless if the proposed tenure is to be temporary or permanent
- d. Subcontractor’s superintendent and sub-subcontractor’s superintendent shall be equipped with a cellular communications device at all times enabling constant communication with WMJ/BCC management. Details regarding phone numbers are required to be provided on subcontractor’s information form as part of your contract documentation/execution process
- e. All required on-site field measurements is understood to be included in this bid package. Subcontractor has included costs for field measurements in the base bid cost
- f. Subcontractor will provide all engineering, coordination, and layout for their work. Coordination with other trades is specifically included. Construction Manager will furnish (2) survey control benchmarks for each trades use. Notify Construction Manager immediately of any discrepancies from benchmarks and work in place

10. SCHEDULE DELIVERY REQUIREMENTS

- a. All materials and equipment shall be delivered to the site as needed, when needed. Unless otherwise agreed to by Construction Manager, Subcontractor shall keep no more than 15 days material on-site at any given time
- b. Laydown yards are being provided to the project for use solely as directed and approved by the Construction Manager. Stored materials will only be allowed on-site with **PRIOR** approval by the Construction Manager. Subcontractor shall be responsible for temporary protection, storage units, tarps, dunnage, stone paving, etc. in addition to all labor and equipment costs to unload, stage, handle, etc.
- c. All deliveries must be scheduled with the Construction Manager's superintendent at least forty-eight (48) hours in advance. Deliveries may be required during off-hours. Deliveries that arrive outside of these hours, without prior approval, or without proper notification will be returned to at the subcontractor's expense including any cost for redelivery or delay to the project
- d. Construction Manager will not receive, sign-for, accept or be responsible for materials delivered to the site or office trailer. Subcontractor has included in his base bid all costs to receive, unload, stage, handle, and store all material
- e. Subcontractor has included in his base bid all off-site and phased storage as may be required

11. DAILY & WEEKLY REPORTS

- a. The Subcontractor Daily Report / Manpower Summary, attached hereto as Exhibit H, must be uploaded to Procore NO LATER THAN 9:00 A.M. THE FOLLOWING DAY. Subcontractor must submit a complete report for each day worked on the Project site in order to receive a progress payment for that month.
- b. Submit weekly reports via Procore upload as required by individual bid package for erosion control and stormwater monitoring

12. PROJECT MEETINGS

- a. Subcontractor Project Manager and Superintendent must attend all weekly jobsite Subcontractor Meetings and Monthly Progress Meetings
- b. Attendance is mandatory while working onsite and a minimum of (1) week prior to beginning work onsite Failure to attend these meetings may result in withholding of progress payments.
- c. The purpose of the meeting will be to discuss the following items:
 - Safety
 - Quality
 - Two-week look ahead & establish "mini" milestone dates
 - Equipment and material deliveries
 - RFI status
 - Coordination
 - Review status of previous "mini" milestone dates

13. QUALITY REQUIREMENTS

- a. Pre-installation meeting
 - i. Subcontractor shall participate in a pre-install meeting for all items as scheduled by Construction Manager. Pre-install conference should consist of the actual superintendent that will be on the project, the Project Manager, and any other relevant lower tier subcontractors
- b. Subcontractor shall participate in mockup requirements as detailed on Contract Documents and as stated in individual bid packages
- c. Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services. Subcontractor shall be responsible for costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to subcontractor, and the Contract Sum will be adjusted by Change Order. Reference Quality Requirements Section 014000 for testing and quality requirements
- d. Subcontractor shall anticipate inspection delays in the installation durations and sequence such work ahead of others as not to impose delays in the schedule. This shall be construed for DOL, DOI, DHSR, Engineer, Fire Marshal, Commissioning Agent, etc. While the Construction Manager will endeavor to combine inspections where possible, Subcontractor acknowledges that separate inspections will be required to verify the completion of systems included in this bid scope (Sprinkler flow tests, communication with fire alarm, etc.). Subcontractor will have a competent person onsite for each trade being tested as follows:
 - i. Subcontractor inspection
 - ii. Construction Manager at Risk inspection
 - iii. Engineer/architect inspection
 - iv. Local Fire Marshal Inspection
 - v. Local Building Inspector inspection
 - vi. DHSR Initial Inspection (on applicable projects)
 - vii. DHSR backcheck (on applicable projects)

14. SUBMITTALS

- a. Furnish physical samples for all material or color selection samples as indicated in contract documents and specifications. All color selections shall be submitted within 21 days of NTP
- b. All submittals are to be submitted electronically via email to the Construction Manager, or through Procore (Construction Manager software). Do not submit directly to the architect/engineer. Do not send material samples, submittals, shop drawings, etc. to the site unless approved by the Construction Manager
- c. Submit (1) hard copy of any large format shop drawings (steel, anchor bolt, sprinkler, etc.) for review. After receipt of approved shop drawings, submit Three (3) copies of any large format "field and file use"
- d. Instructions for Procore will be provided to all contacts provided on Subcontractor/Supplier Information Sheet (Exhibit I).

- e. All submittals shall be submitted with the submittal coversheet provided in the bid manual. This form is available electronically on Procore. Subcontractor shall indicate the submittal number from the submittal schedule, provided by the Construction Manager. Submittals that are missing the coversheet or have not been reviewed by the Subcontractor will be returned “Not Reviewed” by the Construction Manager. Subcontractor shall factor in manufacturer lead times and allow a minimum of 14 days for submittal review.
- f. Unless otherwise specified, submit all product data within 30 days of NTP. Submit all engineered shop drawings within 60 days of NTP.

15. SCHEDULE

- a. The project duration including all necessary mobilization, work, inspections, and punchlist is established as **17 months** from NTP to substantial completion.
- b. A progress schedule will be developed after subcontractor bids. Include in the bid proposal a minimum of Forty (40) man hours of time for your superintendent to meet with the Construction Manager to complete the Construction Schedule.
- c. Time limitations set forth in the general provision with the Owner will be shortened as necessary to provide Construction Manager time to meet its obligations.

16. WORK HOURS

- a. Unless otherwise adjusted by Construction Manager, minimum work hours are to be Monday – Thursday 7am-5pm and Friday 7am-1pm
- b. Subcontractor agrees to furnish adequate manpower to meet the schedule. It is agreed that the Subcontractor will utilize weekday overtime, additional shifts, and/or weekends, as necessary to maintain the project schedule at no additional cost to the Project. Subcontractors shall not utilize overtime and weekend work in lieu of providing adequate manpower through the normal workweek.
- c. Subcontractors with weather sensitive activities (Sitework, masonry, concrete, roof, etc.) shall make up lost time utilizing Saturdays, Sundays, extended hours, additional crews, etc.
- d. Trades with masonry rough-in requirements shall keep sufficient crews onsite to provide rough-in, sleeves, block-outs, boxes, etc. as masonry progresses. Mason will not be responsible for installing MEP work. Trades will be required to be onsite with mason, regardless of hours previously worked for the week. All overtime cost is included in the base bid amount
- e. “4x10s” will not be permitted

17. LIQUIDATED DAMAGES

- a. Please see the contract for Liquidated Damages associated with this project. In addition to the foregoing liquidated damages, the CM and Owner may recover utility charges as expressly set forth elsewhere in the Contract documents. The amount of liquidated damages set forth herein above shall not include additional legal or design professional costs that may result from the contractor default. If such legal or design professional costs are incurred by the owner, the contractor

shall be liable to the owner for those costs in addition to the liquidated damages amount set forth herein

18. PAYMENT

- a. A signed copy of subcontract agreement, schedule of values, list of all vendors, suppliers, and subcontractors (2nd, 3rd, 4th tier contractors), insurance certificate, sales tax reporting form, HUB forms, and bonds (as required) will be required prior to processing first pay application
- b. Subcontractor shall include cost for all applicable North Carolina and County sales tax in the base bid amount, regardless of origin of material or fabrication.
- c. Sales tax reporting forms shall be submitted monthly with each pay application. For any materials furnished from “stock” or surplus, a value for the material supplied and associated sales tax should be reported
- d. Original monthly billings are to be received in our office by the **20th** of the month, with work projected through the 20th of the same month. **Do not project billing to the end of the month.** No faxed or emailed copies will be accepted
- e. E-mailed “pencil” copies are encouraged and will be accepted for billing purposes. However, an original copy is required to receive payment. E-mailed copies may be emailed to accounting@bordeauxconstruction.com
- f. BCC reserves the right to require Joint Check Agreements. A fee of \$50.00 may be charged to the Subcontractor for each joint check issued
- g. Retainage on the project will be **5%**
- h. At the discretion of the Construction Manager, reduction in retainage may be considered provided the following conditions are met:
 - i. Owner has agreed to and paid for the reduction of retainage to the Construction Manager
 - ii. Subcontractor is on-schedule and without major outstanding delivery, installation, or similar concerns
 - iii. Subcontractor is beyond 50% complete by contract amount
 - iv. For the purpose of a reduction in retainage, stored materials shall not constitute more than 20% completion of a contract

19. SCHEDULE OF VALUES

- a. Schedule of values is required within 2 weeks of Notice to Proceed
- b. Schedule of Values to be separated into values for both labor and material
- c. Subcontractor agrees to modify schedule of values to conform to Construction Manager Schedule of Values, if requested
- d. If a line item is included for mobilization, engineering, shop drawings, etc., an equal line item shall be included for de-mobilization

20. STORED MATERIALS

- a. Payment for stored material will only be allowed for materials onsite unless strictly meeting the following conditions for off-site storage:

- i. Subcontractor must request in writing and gain approval of Construction Manager, Owner, and Architect prior to requesting payment for stored materials off-site. Request shall be made no later than the last day of the month preceding the pay application request (Due on the 20th of the month).
- ii. Requests must document a valid reason for requesting payment for stored materials off-site. Convenience and favorable payment terms are not
- iii. Photos of each item being requested are provided in the request
- iv. Proof of insurance in a bonded warehouse and proof of insurance for delivery is provided
- v. Allow for inspection of stored materials by Construction Manager, Architect, Architect Consultants, and/or owner, as required
- vi. For stored materials out of state, arrange for travel for Construction Manager, Architect, Architect Consultants, and/or owner as required
- vii. Incomplete requests or requests made after the 1st of the month will not be considered in that month's pay request
- viii. Construction Manager, owner, and architect reserve the right to deny any and all requests for stored materials off-site, for any reason. No compensation for denial of request will be considered

21. SITE LOGISTICS

- a. A Site Logistics Plan has been provided in the bid manual. Subcontractor agrees to perform work in accordance with the Site Logistics Plan. Any additional access, laydown, staging, crane supports, etc. shall be provided by the Subcontractor at no additional expense
- b. Should parking requirements exceed allowable parking available onsite or during paving operations, subcontractor is responsible for parking and transportation from remote parking to the jobsite. Subcontractor is responsible for all costs associated with remote parking. (See Site Logistics Plan in Section 5 of the Bid Manual). During most of the construction operations, parking will not be available for subcontractors onsite. BCC will coordinate with subcontractors for material and labor morning drop-offs, but for the most part, all subcontractor vehicles will be required to park elsewhere.
- c. Subcontractor shall provide all traffic control necessary when its work impedes pedestrian and vehicular traffic both inside and outside the jobsite boundaries. Further, Subcontractor shall obtain any permits required by the local municipality to work in public streets and right-of-ways
- d. Subcontractor signs shall not be posted without the written approval of BCC
- e. A concrete washout location will be provided for all subcontractor's use during concrete placement and grouting operations. All subcontractors utilizing the washout area are responsible for use and maintenance of the washout area
- f. Eating and drinking may be prohibited in certain areas designated by the owner or BCC. Prohibitions of these activities shall be at BCC sole discretion and may be imposed at any time without prior notice

22. COOPERATION AND COORDINATION

- a. The Contractor shall afford the Owner and separate contractor's reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the subcontractor's construction and operations with theirs as required by the Contract Documents.
- b. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the subcontractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the subcontractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is acceptable to receive the Contractor's Work.

23. SAFETY

- a. All subcontractors shall be responsible for participation in a Site Safety Orientation program prior to beginning work. Schedule with Site Superintendent
- b. Jobsite attire requirement will be strictly enforced with all trades. Minimum attire shall include reflective vest, hard hat, glasses, T-shirt (no cut off shirts allowed), hard soled boots (steel toed if required for activity performed), long pants
- c. Subcontractors are required to hold Weekly Toolbox talks. At each contractor's option, Subcontractor may attend Weekly Toolbox talk held by Construction Manager
- d. BCC participates in voluntary scheduled OSHA Consultative visits. Subcontractor agrees to resolve all items that may arise from OSHA consultative visit within specified time frame. Subcontractor also agrees to document all required responses in writing to Construction Manager no later than 10 days prior to required response
- e. If any subcontractor provides scaffolding to complete work, a trained competent person, shall be provided by the contractor and must be present onsite full time. They are to inspect the scaffolding daily and record their findings on a daily basis. The scaffold system must bear either a green tag to allow access or a red tag to restrict access. Tag should be dated and initialed with inspection period of no less than daily. Separate sections of scaffold should be treated as individual scaffold systems. Under no circumstance should a scaffold system be used without these requirements being met
- f. If any subcontractor conducts excavation work in their subcontract agreement, a trained competent person shall be provided by the contractor and must be present onsite full time.
- g. If any subcontractor operates heavy equipment as part of their subcontract agreement, a trained competent person shall be provided by the contractor and must be present onsite full time

- h. In accordance with the provisions of the Federal OSHA Hazard Communication Standard 29CFR-1926.59, Vendor must submit a "Material Safety Data Sheet" for any product(s) which will be delivered to the jobsite or used on the jobsite. The MSDS must be received by BCC prior to the delivery of the product(s) to the jobsite. Further, the Vendor shall strictly comply and require the same strict compliance by its employees, subcontractors and suppliers with all federal, state, and local laws, rules, ordinances and/or regulations governing the acquisition, possession, storage and disposal of hazardous materials of any nature utilized, produced or that are a by-product of the performance of this Agreement, and shall hold BCC and the Owner harmless from any and all associated costs and claims related to their use
- i. All subcontractors are responsible for replacement of any safety handrail immediately following completion of their work or loading/unloading operation as applicable. Subcontractors that are working in loading zones while handrail is down shall be tied off with appropriate fall protection. Construction Manager reserves the right to back charge replacement of handrail and safety cabling cost to subcontractors that leave handrail or safety cabling down after completion of loading/unloading operation
- j. Subcontractor is responsible for daily inspection of all tools, drop cords, ladders, scaffolding, etc. Construction Manager may remove from the project or dispose of any tools, equipment, drop cords, ladders, etc. found to not meet safety requirements
- k. All ladders shall be Heavy Duty and capable of supporting a minimum of 250 pounds or more as required for job duty being performed. Ladders shall have weight rating clearly indicated
- l. Drop cords outside of 12' from workspace are to be maintained off of the ground. Utilize J-hooks and drop cord hanger "trees" provided by BP-01A, general trades
- m. Subcontractor shall utilize a fire watch at all times that welding work or any other hot work is ongoing

24. DAILY CLEANUP

- a. Daily cleanup of all work areas will be strictly enforced. Subcontractor shall perform cleanup and trash removal on a daily basis of all debris generated by Subcontractor to a central site container as directed by the Construction Manager. Failure to comply with the daily cleanup requirement will result in the Construction Manager supplementing temporary cleanup labor to conduct cleanup at Subcontractor Expense with a back charge to the Subcontractor
- b. You are required to receive and return any returnable pallets or shipping containers from your suppliers

25. COMPOSITE CLEANUP

- a. Subcontractor shall participate in composite cleanup crew while working onsite

- b. Composite cleanup is included in all subcontractor trades. Material only Bid Packages are the only trades not required to participate in the Composite Cleanup Requirement of this Bid Package
- c. Composite Cleanup Crew is in addition to the daily Subcontractor Cleanup Requirement
- d. Composite cleanup shall take place no less than weekly at time and date as scheduled by Construction Manager
- e. Include a minimum of One (1) Man-Day (Eight Hours) per Ten (10) people working onsite to participate. Minimum participation is One (1) Man-day, regardless of crew size on site. Include additional manpower in composite cleanup crew at a rate of 1 Man-Day per every 400 man hours worked
- f. The composite cleanup crew is understood to be a general labor type employee and shall work at the CM's direction performing tasks as the CM sees fit. Tasks may not be limited to cleanup and may consist of other general work duties (general trash removal, sweeping, vacuuming, emptying trash cans, cleaning up parking lots, lunch zones, demobilization of site, rain, water, mud, snow cleanup on floors, etc.) as directed by the Construction Manager and may include both interior and exterior work, regardless of work area in the building
- g. Subcontractor shall document composite cleanup crew participation in writing to the Construction Manager. Any time not utilized shall be credited back to the Construction Manager at the hourly laborer rate included in the Subcontract Agreement

26. PROTECTION

- a. Where work is conducted above or adjacent to existing construction, each subcontractor must protect the existing construction, as necessary
- b. No work shall be performed on slabs that may detrimentally affect the finish or function of the finished floor. This includes, but not limited to pipe threading, painting, welding, painting, cleanup, etc. provide protection or relocate operation to an alternate location as directed by the Site Superintendent
- c. All subcontractors shall endeavor to protect other trades work. Damage caused by a subcontractor shall be repaired at the offending subcontractor's expense by deductive change order to the contract sum
- d. Floor protection will be provided on finished surfaces, concrete slab on grade, and other areas as specified. Subcontractors working over floor protection will be required to maintain floor protection. Any floor protection damaged as a result of subcontractor's work or removed by the subcontractor shall be replaced at no additional expense to the Project
- e. All trades working on finished roof must check in with Site Superintendent prior to beginning work each day. Roof should be swept down daily. Any roof damage will be assessed to subcontractor(s) working on the roof at that period
- f. Subcontractor is responsible for insuring all tools, equipment, and formwork materials and assemblies stored or installed on-site from damage, theft, fire, etc.

27. CONCEALED OR UNKNOWN CONDITIONS

- a. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Construction Manager before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Construction Manager will promptly investigate such conditions and, if the determined that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Construction Manager determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Construction Manager shall promptly notify the Subcontractor in writing, stating the reasons.
- b. If, in the course of the Work, the Subcontractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Construction Manager. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The subcontractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features.

28. UNDERGROUND UTILITIES

- a. The location of existing underground utilities indicated is approximate only and for known utilities only. Subcontractor is responsible to field locate all existing underground utilities in the area of work, regardless of whether or not they are indicated. Call "NC one call" at 1-800-632-4949 prior to the start of demolition work for assistance in the location of existing underground utilities.
- b. Include cost for location of any private utilities that are not covered under "NC One Call"
- c. Should charted, uncharted or incorrectly charted utilities be encountered during demolition, contact the Construction Manager immediately for instructions. Cooperate with Owner and utility companies to keep services and facilities in operation
- d. Subcontractor shall be responsible for all replacement costs for damaged utilities, whether shown or not on the contract documents

29. CUTTING AND PATCHING

- a. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring

cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

- b. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work

30. LICENSING, PERMITS, AND FEES

- a. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for trade specific portions of the building permit (HVAC, Plumbing, Electrical, Sprinkler, Refrigeration, etc.), licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Subcontract Agreements and legally required at the time bids are received or negotiations are concluded
- b. The general building permit will be paid for by the Construction Manager
- c. Any fees assessed by entities for providing permanent utilities to the Project shall be paid directly to the utility entity by the Owner. These include "tap fees" and "electrical connection and service fee". The Contractor shall coordinate the permanent utilities and entity's related work to comply with the construction schedule
- d. Any fees assessed by utility entity for providing temporary utilities to the Project for use by Contractor during construction of the project (Consumption fee) shall be paid for by the Construction Manager
- e. Subcontractor agrees to comply with all regulatory requirements as indicated in subcontract agreement and exhibits to the subcontract agreement including, but not limited to: E-verify, non-discrimination requirements, etc. BCC reserves the right to terminate the subcontract agreement

31. NOTICES AND COMPLIANCE WITH LAWS

- a. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work
- b. During the performance of this Contract, the Contractor agrees as follows:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places,

- available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause
- ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting requirements of this section.
 - iv. The Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
 - v. Contractor hereby represents it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the State of North Carolina as a domestic or foreign business entity if so required by Title 13.3 or Title 50 or as otherwise required by law.
 - vi. The Contractor will include the provisions of the foregoing in every Subcontract or purchase order of over ten thousand dollars (\$10,000) so that the provisions will be binding upon each Subcontractor or vendor
 - vii. Other USDA rural development requirements as required in Bid Manual, bid form, or subcontract agreement

32. BEHAVIOR

- a. Subcontractor and all its Sub-subcontractors, agents and employees shall act in a professional manner at all times while working on this project. BCC will strictly enforce this NO TOLERANCE Behavior policy and reserves the right to remove violators from the jobsite, without previous warning(s)
- b. Subcontractor's employees who engage in horseplay, fistfights, unsafe acts, whistling, yelling at the public, obscene gestures, or foul language will be removed from the project site. Weapons of all types including firearms are strictly forbidden on the project site
- c. Personal radios, cell phone music, boom boxes, or any music is strictly prohibited onsite
- d. Tobacco smoking and chewing is prohibited.
- e. Once GWB is installed, no food, drink is allowed within the building. No smoking is allowed at any time on the project site. The first infraction of this clause will result in a verbal warning, the second in a written warning, and the third in removal from the project. Continued infractions by a subcontractor can be considered grounds for termination in accordance with this contract
- f. Subcontractor's employees who report for work under the influence of intoxicants or narcotics or consumption of them during the workday will be removed from the project site immediately and permanently

- g. Subcontractors and their employees shall not possess or carry, whether openly or concealed, any gun, rifle, or explosive on any property owned by the Owner. This includes firearms locked in containers, vehicles or firearm racks within vehicles

33. CLOSEOUT REQUIREMENTS

- a. Closeout documents (including attic stock, O&M Manuals, as-built drawings, sample warranties, and all other closeout requirements) shall be provided no later than eight weeks prior to substantial completion or 75% completion of contract amount, whichever comes first
- b. Furnish all required testing and demonstration requirements as specified. Furnish agenda prior to testing and demonstration. A sign-in sheet with specification section, date, etc. is to be provided to document completion of this requirement
- c. Receipt of closeout documents will be a condition precedent to processing payment beyond 75% completion. For warranties, submit a sample warranty with closeout documents, such that the only item that would be required to modify would be the date of warranty start. Submit placeholders for any other closeout documents that are not available at 75% completion (test and balance for instance)
- d. Throughout the performance of its work, Subcontractor shall be responsible for providing BCC with accurate, as-built information relating to Subcontractor's own work. BCC shall maintain (with input from subcontractors) the architectural, structural, and civil drawings (and specifications) at the jobsite. The electrical, plumbing and mechanical documents shall be maintained by those subcontractors who are respectively responsible for those portions of the work.
- e. Provide all warranties, testing, Owner's Training, extra materials, O&M information as required by contract documents including any special tools
- f. Unless otherwise specified, the date of Substantial Completion shall define the start date of any warranties, regardless of material purchase, delivery, or install date. In the event a manufacturer does not comply with warranty periods, terms, or availability indicated in the specification, Subcontractor agrees to provide specified warranties and/or cover time differences between manufacturer warranty and Substantial Completion

Subcontractor Scope of Work
Exhibit A

New Hanover County Department of Juvenile Justice
Job No. 1858

BP 01A - General Trades

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
3. Dispose of all trash to dumpster, provided by Construction Manager
4. The following is a general outline of items specifically included, but not limited to work in this bid scope:
 - a. Site Safety – fall protection, opening protection, handrails, fire extinguishers, trip protection
 - b. General Trades Equipment – Lull, power washer, and trash carts, etc.
 - c. General Carpentry & Wood Blocking (window blocking by drywall contractor and roof nailers by roofer)
5. Subcontractor shall provide a total of **(2) carpenter/labor personnel for fifteen (15) months at forty (40) hours** per week to perform Scope of Work items noted below in this bid package and as directed by the Site Superintendent. Crew shall work five (5), eight (8)

hour days every week. Daily tickets shall be signed by Construction Manager to verify time. Total hours shall be reconciled at end of project with contract value.

6. One of the (2) laborer/carpenters shall be considered a working foreman, capable of speaking English. Foreman shall have a cell phone furnished by subcontractor
7. Workers shall provide their own small tools including extension cords, saws, drills, shovels, etc.
8. The Construction Manager may request that a laborer who demonstrates uncooperative actions be removed from the project with a minimum 24 hour notice
9. Furnish all 2x4, plywood, nails, screws, fasteners, drill bits, misc. hardware, Personal Protective Equipment (PPE), fuel, and any other consumable materials and small tools for completion of work in this Bid Scope

10. **Site Safety Requirements**

- a. Install temporary handrails over 2nd floor openings, remove as directed by Construction Manager.
- b. Install and maintain temporary fall protection (steel cables) at elevated slab areas.
- c. Maintain protection over column blockout covers.
- d. Install, maintain, and remove at completion trip protection for all conduits, stub ups, etc. as directed by the construction manager. Trip protection shall be constructed of 2x4 framing, painted fluorescent orange and fastened to the floor. Coordinate installation and removal with Construction Manager
- e. Install, maintain, and remove at completion temporary opening covers for all trench drains, floor drains, slab openings, etc. Covers shall be constructed of plywood and fastened to surrounding slab. Paint covers fluorescent orange and label in Spanish and English
- f. Install ramps into depressed slab areas. Reference structural drawing for locations. Paint ramps fluorescent orange and fasten to floor. Remove as directed by Construction Manager
- g. Install, maintain, and remove at completion wood infills of metal pan stairs.
- h. Furnish, maintain, and distribute throughout project type 2A new and certified fire extinguishers to obtain coverage per OSHA guidelines. Provide inspection tags on each fire extinguisher and inspect weekly. Deliver fire extinguishers when directed by Construction Manager
- i. Furnish and install J-hooks to carry extension cords along all corridors for trade contractor's use during construction. J-hooks shall be installed at 8' AFF or as directed by Construction Manager. For estimating purposes, include (150) 2" J-hooks in the base bid.
- j. Furnish extension cord hangers throughout the construction area. Extension cord hanger shall consist of a 5 gallon bucket filled with concrete and an 8' 2x4 (or other rigid post), with "Y" shape framed top to support extension cords. Place cord hangers as directed by Construction Manager. For estimating purposes, include material for (20) Cord Hangers in the base bid

11. **General Trades Equipment Requirements**

- a. Provide and maintain a forklift with 45-foot extension and 6,000 pound capacity for a period of fifteen (15) months. Provide certified operator for duration of the time. Forklift operator can be one of the General Trades laborers/working foreman

provided to the project and shall perform general labor activities at the discretion of the Construction Manager when not operating the forklift. Include bucket for trash removal. Forklift shall be utilized as directed by Construction Manager for general unloading/handling of materials for the project, removal of construction debris to dumpster, and other activities as requested by the Construction Manager

- b. Provide and maintain a commercial grade pressure washer, 3000 psi minimum, for duration of the project to be used as directed by Construction Manager
- c. Provide fuel tank and fuel for use of the forklift for the duration of this bid scope. Fuel tank shall include spill containment enclosure and must meet all state, local, and OSHA requirements
- d. Provide brooms, rakes, shovels, hoses, sweeping compounds, etc. as necessary to complete work in this bid scope
- e. Provide and maintain (3) trash carts (one per floor), Carlisle TT17503 Black 0.75 Cubic Yard Tilt Truck (825 lbs), or equal for duration of this bid scope. Carts are to be used for general trash collection and composite crew cleanup usage only. Subcontractor shall dump carts daily. Each cart shall be labeled with floor level it is assigned to.
- f. Provide a pump in order to pump out rain water from building foundations and elevator pits as directed by the Construction Manager.
- g. Clean off the top of building footings as directed by the Construction Manager.
- h. Clean out the temporary construction office weekly and as directed by the Construction Manager.

12. General Carpentry Requirements

- a. Install temporary partitions at 1st floor exterior doors as directed by Construction Manager. Install temporary hollow metal doors and frames provided under BP-08B. Remove when permanent partitions are available. Include plywood enclosures of exterior 1st floor windows
- b. Construct temporary partitions where directed using 2x4, exterior grade plywood, and sheathing fabric/plastic
- c. Provide fall protection of 2nd, 3rd floor window openings and plastic to provide temporary dry-in.

SPECIFIC EXCLUSIONS

1. Final Cleaning
2. Wood blocking for roof nailers
3. In wall blocking (by framing and drywall subcontractor)

ALLOWANCES

1. Allow 200 hours of labor in addition to the time called for in the bid scope. If labor requested/required for the project is more or less than what is indicated the labor shall be added or deducted using the unit price, UP-1, below.

UNIT PRICES

UP-1 General Labor

_____ (hour) Unit Price (\$) _____

ALTERNATES

Not Applicable

- g. Subcontractors and their employees shall not possess or carry, whether openly or concealed, any gun, rifle, or explosive on any property owned by the Owner. This includes firearms locked in containers, vehicles or firearm racks within vehicles

33. CLOSEOUT REQUIREMENTS

- a. Closeout documents (including attic stock, O&M Manuals, as-built drawings, sample warranties, and all other closeout requirements) shall be provided no later than eight weeks prior to substantial completion or 75% completion of contract amount, whichever comes first
- b. Furnish all required testing and demonstration requirements as specified. Furnish agenda prior to testing and demonstration. A sign-in sheet with specification section, date, etc. is to be provided to document completion of this requirement
- c. Receipt of closeout documents will be a condition precedent to processing payment beyond 75% completion. For warranties, submit a sample warranty with closeout documents, such that the only item that would be required to modify would be the date of warranty start. Submit placeholders for any other closeout documents that are not available at 75% completion (test and balance for instance)
- d. Throughout the performance of its work, Subcontractor shall be responsible for providing BCC with accurate, as-built information relating to Subcontractor's own work. BCC shall maintain (with input from subcontractors) the architectural, structural, and civil drawings (and specifications) at the jobsite. The electrical, plumbing and mechanical documents shall be maintained by those subcontractors who are respectively responsible for those portions of the work.
- e. Provide all warranties, testing, Owner's Training, extra materials, O&M information as required by contract documents including any special tools
- f. Unless otherwise specified, the date of Substantial Completion shall define the start date of any warranties, regardless of material purchase, delivery, or install date. In the event a manufacturer does not comply with warranty periods, terms, or availability indicated in the specification, Subcontractor agrees to provide specified warranties and/or cover time differences between manufacturer warranty and Substantial Completion

Subcontractor Scope of Work
Exhibit A

**New Hanover County Department of Juvenile Justice
Job No. 1858**

BP 01B - Final Cleaning

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
3. Furnish any ladders, lifts, or other equipment to clean items in this scope
4. Dispose of all trash to dumpster, provided by Construction Manager
5. The following is a general outline of items specifically included, but not limited to work in this bid scope:
 - a. Remove all shipping labels, manufacturers markings, etc. from all new, exposed furnishings and construction products
 - b. Special care shall be taken for all glazing. Participate in a pre-cleaning meeting and assign designated representatives for cleaning of glazing. The use of razor blades on glazing will not be permitted.

- c. Subcontractor shall coordinate with subcontractors and vendors and utilize compatible cleaning products and methods with manufactured or prefinished products to prevent damage, warranty issues, etc. prior to starting work. Any damage caused by this subcontractor during execution of work in this bid scope shall be replaced/repaired by this Subcontractor at no additional cost to the Construction Manager
- d. Subcontractor shall clean all interior and exterior surfaces and spaces including, but not limited to:

Exterior: Clean all windows, doors, OH doors, louvers, etc.
Pressure wash site concrete and blow off exterior flatwork with a leaf blower

Flooring: VCT – sweep, scrub, damp mop, and apply wax in accordance with the project specifications
Seal & Polished concrete – sweep, scrub, mop
Hard tile – sweep, scrub, mop
Carpet – Remove temporary protection provided by flooring contractor; vacuum, and perform any spot treatments, if necessary
Terrazzo – sweep, scrub, mop

Walls: Dust and wipe down all walls
Wipe down all rubber base
Vacuum acoustical wall paneling
Wipe down all wall protection

Fixtures: Dust, scrub, wipe down, polish, vacuum as required (includes, but not limited to: toilet accessories, registers, grilles, signage, toilet partitions, door hardware, window blinds, fire extinguisher cabinets, marker boards, mirrors, expansion joints, lockers, etc.

Glazing: Prior to cleaning glass, review manufacturers recommended cleaning instructions for fire rated and polycarbonate glazing with Construction Manager. Designate individuals for cleaning glass in writing. Wipe down all glazing

Casework: Dust, wipe down, and vacuum cabinet interiors, drawers, interior and exterior sides, shelves, etc.

MEP: Dust and wipe down all exposed conduits, piping and ductwork, mechanical equipment, electrical gear, lights, etc.
Scrub, clean and polish all stainless and porcelain toilets, sinks, water fountains, etc.

- 6. Subcontractor understands that this project will be completed by areas and in each area, this Subcontractor shall provide separate mobilizations to include:

- a. A general pre-clean prior to Contractor punch list preparation which includes general sweeping, removal of tags, and general wipe down of materials removing construction debris
 - b. A general pre-clean prior to Architect / Engineer punch list preparation which includes general sweeping, removal of tags, and general wipe down of materials removing construction debris, waxing of VCT, and Carpet cleaning
 - c. A final clean after completion of Contractor's and architects punchlist and final inspections
7. Include necessary mobilizations, multiple crews, and equipment as needed to complete Scope of Work. General cleaning may be scheduled over night and weekend hours as directed by Construction Manager

SPECIFIC EXCLUSIONS

- 1. Brick cleaning

ALLOWANCES

- 1. Allow 200 hours of additional cleaning above and beyond that called for in the bid scope. Unit price UP-1 shall be used in conjunction with this allowance.

UNIT PRICES

UP-1 Additional Cleaning _____ (hour) Unit Price (\$) _____

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

New Hanover County Department of Juvenile Justice
Job No. 1858

BP 03A – Turnkey Concrete

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 03 – 033000 Cast-in-place Concrete
Division 05 – 051200 Structural steel framing (as it applies to this scope)
Division 07 – 072100 Thermal Insulation (below grade)
Division 31 – Earthwork (as it applies to this scope)
Division 32 – Exterior Improvements (as it applies to this scope) TERMITE TRTMT
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes but is not limited to:
 - a. Excavate, form, and place all building footings
 - b. Capillary sand fill for slab on grade to be furnished and installed by sitework contractor
 - c. Prep, pour, and finish all slabs on grade
 - d. Pour and finish pan stair concrete
 - e. Form, pour and finish elevated slabs, including temporary shoring if required

- f. Form, pour, and finish retaining walls, including the elevator shaft walls below grade, steps, stair nosings, ramps, and platforms. This includes bracing for backfill, as necessary, and finish rub of exposed surfaces
 - g. All interior housekeeping pads as required for MEP & SEC equipment
 - h. All exterior concrete not described above is under BP-31A Earthwork (curb and gutter and sidewalks under turnkey site).
 - i. Termite treatment
 - j. Soil/Stone backfill to put concrete work in place
 - k. Form/place elevator cap slab, if applicable
 - l. Holding cell cap slabs; see S2.1.1
 - m. Holding cell concrete benches indicated on A7.1.2 detail #4
3. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements.
 4. Furnish all vertical protective rebar caps on all reinforcing dowels and turn over to project. Provide (200) additional reinforcing caps for caps anticipated to be lost/damaged during the construction. Turn over to Construction Manager.
 5. Special Inspections are required on this project. Refer to specifications and structural drawings for schedule of special inspection as well as any other applicable specifications sections. Coordination with special inspector, testing agencies, local inspectors, and/or engineer of record as may be required
 6. Include necessary mobilizations and material and equipment (pump, transport, light towers, etc.) locations as required to facilitate construction progress and/or as directed by Construction Manager
 7. Subcontractor is responsible for temporary power including generator and fuel costs.
 8. Provide all fabrication, delivery, materials, and material handling (crane, pump, buggy) as required for the Work
 9. Subcontractor is responsible for compliance with underground location requirements as required by law. Contact North Carolina 811 (aka "NC One Call") at least 72 hours prior to construction or excavation by dialing 811.
 10. Provide any traffic control, flagging, signage as required for completion of this scope
 11. Maintain all onsite and off-site roadways free and clear of mud from construction activities. Any mud caused from this trade including any material or equipment deliveries shall be removed immediately
 12. Daily cleanup of debris caused by this work
 13. Include cost to construct footings for masonry wall mockups at locations as directed by Construction Manager. Include vertical masonry dowels consistent with construction of exterior walls. Mockup is intended to show typical exterior wall construction of masonry wall, flashing details, brick, precast, and mortar colors, etc.
 14. Building pad will be turned over at 0'-8" BFF (8" below finish floor), or 0'-10" BFF at thickened slabs, to allow for capillary fill and concrete to bring subgrade to FFE. Include cost to excavate, compact subgrade, place capillary fill provided by the sitework contractor after trade below grade rough-ins occur, pour, and place all footings, turn down slabs, depressed slabs, as may be required for a complete installation of building footings and slab on grade

15. Forming and coordination of all stepped footings required for MEP / Utilities service for building.
16. Provide concrete including all necessary admixtures and additives in compliance with specification and hot weather and cold weather concrete procedures including, but not limited to water reducing admixture, hot water, cold water, ice, retardant, super-plasticizer, air entrainment, fly ash, etc.
17. Furnish any required concrete blankets or temporary heat for cold weather concrete. Review cold weather procedures with Construction Manager prior to all pours
18. Remove all footing spoils, slab excavation spoils from the site as part of this scope.
19. Wash out all concrete materials in concrete washout location, see site logistics plan. Maintain washout as needed for removal of concrete materials. Remove all concrete rubble generated by this scope from the site.
20. Subcontractor will be responsible for all corrective repairs resulting from their defective workmanship. Defective workmanship shall be defined as all birdbaths, out of tolerance floor flatness and levelness, out of tolerance floor finish, wall alignment, elevations, honeycombs, mislocated embeds or anchor bolts, missed chamfer/reveals, and non-draining floors in the kitchen areas, showers, mechanical areas, electrical areas, etc.
21. Subcontractor is responsible for field verifying all floor drain elevations to insure specified drainage requirements prior to concrete placement and notifying Contractor immediately of any documented inefficiencies
22. All corrective work shall be performed within twenty-four (24) hours and prior to payment issuance from Contractor to Subcontractor for work performed.
23. Furnish and install all rebar/reinforcing in concrete footings, canopy footings, slab on grade, turn down slabs, elevated slabs, "re-entry bars", etc. Dowels embedded in footings are included in this bid scope. Vertical masonry reinforcing will be furnished and installed under BP-04A Masonry
24. Backfill, perimeter insulation (interior of building, where applicable; exterior below-grade rigid insulation is provided and installed by the masonry subcontractor), and foundation drains for building foundations and retaining walls are included. In waterproofing situations, such as detail 5-A05.12, the waterproofing subcontractor detailed in BP-07D will be responsible for sheet waterproofing, rigid insulation, and protection board.
25. Install all anchor bolts (provided by BP-05A). Subcontractor is responsible for all layout from building corners provided by Construction manager. Subcontractor shall take special care in layout, batter boards, and installation of anchor bolts. Notify construction manager immediately if anchor bolts are found to be out of compliance. Subcontractor shall be responsible for any remedial work required due to anchor bolts installed incorrectly
26. Submit construction joint (CJ) layout plan prior to each pour. Sawcut CJs within time frames as specified in the contract documents or as required by ACI 301. There is considerable terrazzo flooring and polished concrete, and these areas are of particular concern.
27. Furnish and install all concrete materials/accessories including but not limited to any necessary supports, bolsters, chairs, stone base, vapor barrier, tape, angle embeds (furnished by others), trench drain embeds (furnished by others)
28. Coordinate concrete finish (broom, float, trowel, etc.) and curing method with Construction Manager and specified finishes prior to each pour

29. Water is anticipated to be available at the site, coordinate requirements with Construction Manager and BP-31A, Earthwork
30. Form, pour, and place all interior housekeeping pads (exterior pads are under BP-31A) as required per Contract Documents or as required for Mechanical, Electrical, Plumbing, and/or Security Electronics. Coordinate size, layout, finishes, etc. with all bid packages prior to pouring any pads
31. Provide thickened or depressed slabs as required in Contract Documents.
32. Provide floor sinks/drains/troughs as detailed on contract documents. Install any embedded angles in slab (furnished by others)
33. Coordinate exterior door transitions with aluminum door contractor (BP-08A) and Site concrete contractor (BP-31A) to ensure positive drainage from building and that troweled finish to broomed finish transition occurs under door frame. Include sawcut and/or removal and replacement of any concrete that does not occur under a frame or threshold (ie troweled finishes visible from the exterior will not be accepted)
34. Slab on grade concrete shall be cured using either the moisture curing method or moisture retaining cover curing method listed in the specification. A curing compound may be allowed if it is determined compatible with flooring systems proposed by the epoxy, VCT, terrazzo, and polished concrete contractors. No additional compensation for use of a moisture curing method in lieu of a curing compound will be allowed.
35. Slab on grade is anticipated to be poured prior to steel being set. Form column blockouts prior to pouring slab. Include appropriations inside of the form to allow wood form to be stripped, leaving board insulation in place to prevent stone from "sloughing" in to column blockout
36. Contractor shall furnish all required light-plants in base bid cost. It is anticipated that slab pours may take place early in the morning in order to allow proper finishing of the slab. Contractor shall include any additional cost for concrete plant costs to open and deliver concrete material outside of normal hours
37. All concrete shall be shipped and maintain specified temperatures throughout the approved placement and curing time allotment specified in the Contract Documents at no additional cost to Contractor. Delaying concrete placements to avoid controllable concrete temperature placements is not acceptable means and methods
38. Subcontractor is responsible for the strength of concrete as determined by specimens taken at point of discharge (or sampling) in accordance with all applicable ACI and ASTM standards and specifications for sampling, curing, and testing concrete cylinders.
39. Actual records of Subcontractors Ready Mix Vendor's delivery performance shall be kept and furnished to Contractor. If said concrete does not achieve designed strength or Owner's acceptance, Subcontractor will be responsible for all costs of removing, testing and retesting, replacing, and/or shoring the said concrete.
40. Contractor will not be responsible for payment of defective concrete, returned concrete not in-compliance with approved submittals, short-loads, minimum load requirement charges, weekend or after hour concrete placements requirements, environmental fees or chargers, fuel surcharges, concrete delivered without inspection approvals for work to be placed, or returned deliveries which were not coordinated with Contractor.
41. Immediately after slab is poured, provide column blockout covers for OSHA compliance. Remove blockout covers after steel is set and dispose

Subcontractor Scope of Work
Exhibit A

**New Hanover County Department of Juvenile Justice
Job No. 1858**

BP 04A - Turnkey Masonry

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 03 – 033000 Cast-in-place Concrete (as it relates to this scope)
Division 04 – 042000 Unit Masonry
Division 05 – 051200 Structural Steel Framing (as it relates to this scope), 055000 Metal Fabrications (as it relates to this scope)
Division 07 – Thermal and Moisture Protection (as it relates to this scope), 072100 Thermal Insulation (as it applies to this scope), 076201 Flashing, Sheet metal, and roofing accessories (as it relates to this scope),
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes but is not limited to:
 - a. All CMU and decorative cmu regardless of size, shape, and location
 - b. All brick regardless of size, shape, and location
 - c. All precast regardless of size, shape, and location
 - d. All necessary sand and mortar (regular and colored)

- e. Perimeter board insulation (exterior wall down to footing), and above windows beneath flashing
 - f. All rigid insulation below all flashings. Above grade, spray foam insulator shall install peel and stick around openings enough for masonry flashing and rigid insulation (beneath flashing) to be installed prior to spray foam.
 - g. Perimeter Flashing
 - h. Bituminous damp proofing as noted
 - i. Grout fill
 - j. Vertical (rebar) and horizontal reinforcing
 - k. Masonry accessories (flashings/weepers, mortar net, brick ties, etc.); Brick ties installed in exterior stud framed walls with sheathing will be supplied and installed by the framing and drywall subcontractor to have them in place prior to spray foam insulation. Coordination for installation is required.
 - l. Exterior Expansion Joints
 - m. Installation of all window lintels provided by others
3. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
 4. Maintain vertical protective rebar caps on all reinforcing dowels provided under BP-03A Turnkey Concrete. BP-03A to provide (200) additional reinforcing caps for caps anticipated to be lost/damaged during the construction. Any reinforcing caps above these requirements to be furnished, installed, and maintained under this bid scope.
 5. Special Inspections are required on this project. Refer to specifications and structural drawings for schedule of special inspection as well as any other applicable specifications sections. Coordination with special inspector, testing agencies, local inspectors, and/or engineer of record as may be required
 6. Include necessary mobilizations and material and equipment (scaffold, lull, mortar mixers, grout pump, light towers, etc.) locations as required to facilitate construction progress and/or as directed by Construction Manager
 7. Subcontractor is responsible for temporary power including generator and fuel costs until temporary power is in place
 8. Scaffold erection, areas and durations shall be coordinated with the Construction Manager so as to maintain safe access for all other subcontractors. Include all covered walkways beneath scaffold systems at entry/exit points into the building and associated relocations as directed by Construction Manager
 9. Include cost to temporary brace CMU walls, as required. Include concrete anchors and shoring posts to brace exterior walls to the exterior. Remove after installation of structural steel. Include any necessary shoring/bracing design and engineering in bid scope
 10. Provide any traffic control, flagging, signage as required for completion of this scope
 11. Maintain all onsite and off-site roadways free and clear of mud from construction activities. Any mud caused from this trade including any material or equipment deliveries shall be removed immediately
 12. Daily cleanup of debris caused by this work
 13. Scope of Work to include participation in construction of mockup wall. Refer to mockup detail sheet in the A-drawings. Incorporate all work provided under this scope in mockup

wall. Mockup is intended to demonstrate quality control as well as scope coordination at air barrier/flashing transitions of typical exterior wall construction of masonry wall construction, precast, flashing details, brick, and mortar colors, etc. Remove walls at project closeout or as directed by construction manager

14. Layout masonry walls on footings provided by others. Notify Construction Manager immediately of any discrepancies from Contract Documents
15. Furnish any required concrete blankets or temporary heat for cold weather masonry. Review cold weather procedures with Construction Manager prior to work
16. Remove all masonry rubble from the site as part of this scope.
17. Wash out all concrete materials furnished under this scope in concrete washout location, see site logistics plan. Maintain washout as needed for removal of concrete materials. Remove all concrete rubble from the site generated from this work as part of this scope.
18. Furnish and install all vertical and horizontal masonry rebar and wire reinforcing including grout fill
19. Furnish and install all masonry materials/accessories including but not limited to any necessary rebar supports, perimeter insulation, flashing, brick ties, weeps, cavity flashing, angle embeds (furnished by others) for a complete masonry scope
20. Furnish all masonry sand, regular mortar, colored mortar, dryblock, etc. as required by specification.
21. Mortar shall consist of natural or white sand and natural color or white cement as required to match GF CMU and precast selected by architect. Colored mortar for brick shall consist of natural sand and colored mortar as selected by architect
22. Ground Face CMU and Precast units shall be as listed in the specifications. If there is not color selected, the selection will be from manufacturer's full line of colors unless otherwise specified; no additional cost requests will be considered for selection of GF CMU or Precast within manufacturer's full line.
23. The following typical details are provided to assist in scope definition and are not intended to be complete descriptions of scope required in this bid package
 - a. At typical Base of Exterior Cavity Wall
 - i. BP-04A: Dampproofing beneath grade, rigid insulation and grout beneath flashing, SS drip edge, flexible flashing, flashing sealant, air barrier transition strip, termination bar, term bar sealant, cavity drainage material, & any other accessories as detailed for a complete masonry assembly. Through-wall flashing to be installed utilizing termination bar (do not lay into CMU masonry)
 - ii. BP-07B: Spray foam insulation
 - iii. BP-09A: Window opening blocking (for attachment of storefront, etc.)
 - b. At typical high-roof/low roof
 - i. BP-04A: Vertical rigid insulation and grout beneath flashing, brick shelf (install only), SS receiver flashing (provided under BP-07C), flexible flashing, flashing sealant, termination bar, term bar sealant, cavity drainage material, weeps & any other accessories as detailed for a complete masonry assembly. Through-wall flashing to be installed utilizing termination bar (do not lay into CMU masonry)
 - ii. BP-07B: Spray foam insulation

- iii. BP-07C: All Roof nailers, Cover board on metal deck, air barrier under roof insulation including vertical run-up behind spray foam, horizontal rigid insulation, cover board over roof insulation, roof membrane, insulation cant, counter flashing, etc. where applicable
- 24. Install all steel lintels (provided under BP-05A).
- 25. Install steel masonry veneer angles (Shelf angles) bolted to CMU (provided under BP-05A). Installation to include all necessary hoisting equipment, drills, drill bits, epoxy, anchors, fasteners etc. Steel bolted to CMU for structural steel deck, bridging, kickers, etc. furnished and installed under BP-05A
- 26. Layout and install of all embed plate anchor bolts and embed plates, material provided under BP-05A
- 27. Include any weld-on anchors for attachment of masonry to steel columns, furnished and installed under this bid scope
- 28. All control joint and expansion joint materials. Roof expansion joint furnished and installed by BP-07C, Roofing
- 29. Include cost to install all hollow metal and security hollow metal (HM) frames in masonry. HM frames are furnished only under BP-08B.
- 30. Unload and store all materials furnished for installation under this bid scope including but not limited to: HM frames, bearing plates, embed plate anchor bolts, steel lintels, shelf angles, etc.
- 31. Install and grout all hollow metal (HM) frames in masonry walls (frames provided by others).
- 32. Water is anticipated to be available at the site, coordinate requirements with Construction Manager and BP-031A, Earthwork
- 33. Provide bullnose CMU as required. Grind any bullnose not available in manufactured shape
- 34. All Dewatering as required for this scope, including cleaning of mud off of footings prior to subgrade masonry
- 35. Install Knox box(es) provided by BP-08B Turnkey doors, frames, and hw
- 36. Furnish and install "bellows" type wall expansion joint at interior and exterior wall expansion joints. All brick control joints are to be left clean of mortar for caulk under BP-07D
- 37. Protect all work installed under this bid scope until contract completion
- 38. All CMU masonry shall be rubbed, ready for paint. After point up is completed, notify Construction Manager of suitability to proceed with blockfill primer and 1st coat. After block fill and 1st coat of paint and after permanent lights, Construction Manager will punchlist CMU walls prior to final paint. A separate point up crew shall be provided if masonry work is ongoing to allow point up to proceed without impacting masonry progress
- 39. Clean all exterior façade, coordinate use of chemical with Construction Manager prior to beginning cleaning to ensure compatibility with brick, precast, canopy, windows etc.
- 40. Clean off masonry eyes on cmu walls for brick ties prior to spray foam install

SPECIFIC EXCLUSIONS

- 1. Spray foam insulation
- 2. Firestopping

ALLOWANCES

N/A

UNIT PRICES

N/A

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

**New Hanover County Department of Juvenile Justice
Job No. 1858**

BP 05A - Turnkey Steel

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information

Division 01 – General Requirements

Division 05 – Metals: 051200 Structural steel framing, 051213 Architecturally Exposed Structural steel framing, 052100 Steel joist framing, 053100 Steel decking, 055000 Metal fabrications, 055100 Metal stairs, 055213 Pipe and tube railings

All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes but is not limited to:
 - a. All Fabrication, delivery, materials, sales tax, of all structural and misc. steel, bar joists, & decking
 - b. All hoisting, welding, lifts, cranes, or any other equipment for erection
 - c. Labor to erect all structural and misc. steel
 - d. All misc. railings indicated on civil, architectural, and structural drawings. Exterior to be hot dipped galvanized.
 - e. Roof access ladders and walkover ladders
 - f. Temporary fall protection via steel cables in place during construction

- g. Elevator pit items, including ladders, sump pit grates, and angles cast into concrete
 - h. Any steel bolted on, drilled and epoxied, or screw-fastened is a part of this scope
3. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
 4. Special Inspections are required on this project. Refer to specifications for schedule of special inspection as well as any other applicable specifications sections. Coordination with special inspector, testing agencies, local inspectors, and/or engineer of record as may be required
 5. Include all necessary mobilizations of manpower and equipment (cranes, scaffolding, lifts, welders, etc.) locations as required to facilitate construction progress and/or as directed by Construction Manager.
 6. Provide any traffic control, flagging, signage as required for completion of this scope
 7. Maintain all onsite and off-site roadways free and clear of mud from construction activities. Any mud caused from this trade including any material or equipment deliveries shall be removed immediately
 8. Daily cleanup of debris caused by this work
 9. All steel columns, beams, joists, deck, tube members, lintels, bent plates, cross bracing, decking, girders, channels, accessories, etc. to be furnished and installed unless specifically noted otherwise in this bid scope. Coordinate material delivery and turn-over with construction manager for any materials furnished material only
 10. Furnish anchor bolts material only for installation under BP-03A
 11. Furnish brick supports (shelf angles) material only for install under BP-04A, masonry.
 12. Furnish concrete pipe bollards shown on civil, architectural, and structural drawings (if applicable). These will be installed under BP-31A Earthwork
 13. All steel material bolted to CMU for bridging, deck support angle, angle wall bracing members, etc. to be furnished and installed under this bid scope. Installation to include all necessary hoisting equipment, drills, drill bits, epoxy, anchors, fasteners etc.
 14. Furnish only all steel angles for sill, jamb, head supports, etc. All window, jamb, sill, and head material to be hot dipped galvanized
 15. Metal decking to receive painted finish, or spray-applied fireproofing shall not be passivated (or primed for fireproofing) per specifications.
 16. All roof frame openings, furnished and installed under this bid scope. See both structural and PME drawings for extent. Coordinate size and layout with BP-23A HVAC
 17. Furnish and install any masonry lintels that are welded in place. Loose masonry lintels and lintels bearing on embeds only to be provided material only for installation under BP-04A, Turnkey Masonry
 - 18. All steel exposed to the exterior (lintels, bollards, site rails, etc. to be hot dipped galvanized)**
 19. Unload and store on cribbage all materials furnished under this bid scope. Remove excess mud from steel prior to erection.
 20. This project will utilize Building Information Modeling to facilitate the preparation of coordinated shop drawings. Participation in the BIM model is a requirement of this bid package. Reference Bid Package BP-01 General Inclusions of the bid manual and Exhibit M for detailed BIM requirements for this project

SPECIFIC EXCLUSIONS

1. Cold formed metal framing
2. Temporary CMU bracing
3. Metal bollard install

ALLOWANCES

N/A

UNIT PRICES

N/A

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

New Hanover County Department of Juvenile Justice
Job No. 1858

**BP 06A – Architectural Wood and Manufactured Casework, Finish Carpentry, and
Courtroom Furniture**

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 05 – 055000 Metal fabrications (as it applies to this scope)
Division 06 – 061000 Rough Carpentry (as it applies to this scope), 061600 (as it applies to this scope), and 062023 Interior Architectural woodwork
Division 07 – 079200 Joint Sealants (as it applies to this scope)
Division 12 – 123661 Simulated stone countertops, 126724 Courtroom bench seating
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes but is not limited to:
 - a. Plastic laminate casework & shelving
 - b. Solid Surface/Quartz countertops and window sills
 - c. Courtroom Pews
 - d. Courtroom Judges bench, etc.

- e. Finish carpentry including courtroom divider wall cap, wainscot, wall paneling w/aluminum reveals, crown molding, char rail, and wood baseboard. See A7.2.1, A7.2.2, A8.2.1 , A8.2 2, and A8.2.3
-
- 3. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
 - 4. Furnish all labor, material, and equipment for a complete installation of work included in this bid scope, including sales tax
 - 5. Field measure of all work in this bid scope is included in this bid package
 - 6. Furnish all hardware and accessories for material furnished in this bid scope including but not limited to: standards, end panels, locks, pulls, slides, grommets, etc.
 - 7. Provide all under-counter support brackets, factory finished with baked enamel
 - 8. Provide removable sink panel where specified, coordinate with plumbing fixtures and piping to ensure ADA compliant installation
 - 9. Include cutouts for all plumbing fixtures, faucets, sinks, etc. in plastic laminate and solid surface counters
 - 10. Clean all casework and adjust hardware provided under this bid scope at completion
 - 11. Provide protection on all counters after installation (Ram board or equal)
 - 12. All work is to be installed free from scratches, chips, or dents. Review field repairs with Construction Manager prior to completing any repairs
 - 13. Include pattern joining at corners, etc. for a uniform finish
 - 14. Caulk all finish carpentry, casework, backsplashes, etc. to similar and dissimilar materials
 - 15. Furnish all warranty, O&M, and extra materials applicable to work included in this bid scope

SPECIFIC EXCLUSIONS

- 1. Wood blocking, coordinate installation requirements with BP-09A Drywall
- 2. Acoustical wall panels

ALLOWANCES

N/A

UNIT PRICES

N/A

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

**New Hanover County Department of Juvenile Justice
Job No. 1858**

BP 07B – Spray Foam Insulation

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR’S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 01 – Exterior Building Enclosure Air Barrier Requirements
Division 07 – 072727 Sprayed Polyurethane Foam Air Barriers
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Refer to plan sheet G01.02 for air barrier requirements; this scope is inclusive to complete the air barrier via closed-cell spray foam insulation from where the slab on grade vapor barrier ends to where the roofing membrane starts. This includes the “peel and stick” air barrier transition strip up and over roof parapets, etc. to provide a seamless air barrier system.
3. This scope includes all protection and cleaning of residue generated from the spray foam process.
4. Furnish and installation of work in this bid scope (unless specifically noted as an exclusion or to furnish only) in accordance with all local, state and federal (OSHA) safety regulations and/or requirements

5. Furnish all labor, material, and equipment for a complete installation of work included in this bid scope, including sales tax
6. Subcontractor is responsible to attend preconstruction meeting and install spray foam for integrated exterior masonry mockup wall prior to start of work
7. Scope of Work to include participation in construction of mockup wall. Refer to mockup detail Sheet G1.2. Incorporate all work provided under this scope in mockup wall
8. Mason BP-04A to clean masonry mortar off of "eyes" of masonry horizontal reinforcing, prior to spray foam install
9. Masonry will be completed in multiple phases and will require multiple mobilizations to complete. Include all necessary mobilizations for completion of this scope of work as directed by Construction Manager
10. Auxiliary materials as defined in the specification are part of this work scope, including "peel and stick" air barrier transition membranes for use on building openings, transitioning to other materials, etc., and the stop and screed. Though the specification calls out counterflashing for masonry through-wall flashing, the flashing work will be performed by the mason.
11. The mason will have all rigid insulation below all flashings. Above grade, spray foam insulator shall install peel and stick around openings (to achieve air barrier) up to location of masonry flashing term bar in order for rigid insulation (beneath flashing) and flashing to be installed prior to spray foam.
12. Pricing for this scope of work to include all required lifts or staging as needed
13. Include (10) 200 square foot "froth packs" in base bid amount. Turn over to Construction Manager for other trades use to patch spray foam

SPECIFIC EXCLUSIONS

1. Thru Wall window and door flashings or masonry wall flashings are not included

ALLOWANCES

N/A

UNIT PRICES

N/A

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

New Hanover County Department of Juvenile Justice
Job No. 1858

BP 07C – Roofing and Metal wall panels

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information

Division 01 – General Requirements

Division 05 – Metal Fabrications (as it applies to this scope)

Division 06 – 061000 Rough Carpentry (as it relates to this scope), 061600 Sheathing (as it relates to this scope)

Division 07 – 072100 Thermal Insulation (as it relates to this scope), 073363 Vegetative roof assemblies, 074216 Insulated core metal panels, 075423 TPO Roofing, 076201 Flashing, Sheet metal, and roofing accessories, 077600 Porcelain paver and hybrid pedestal system, All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. Payment and performance bond are required for this bid scope. Cost of payment and performance bonds are included in the base bid price.
2. BP-01 General Inclusion Items as applicable to complete Work
3. Furnish and installation of work in this bid scope (unless specifically noted as an exclusion or to furnish only) in accordance with all local, state and federal (OSHA) safety regulations and/or requirements

4. Furnish all labor, material, and equipment for a complete installation of work included in this bid scope, including sales tax
5. Roofing Contractor is to Furnish a Performance and Payment Bond
6. Scope of work includes but is not limited to:
 - a. Metal roof
 - b. Flat (TPO) roof
 - c. Metal and/or ACM wall panels (sub-framing to be furnished and installed in bid package 9A Drywall)
 - d. Sheet metal flashing & Trim (gutters, fascia, downspouts, etc.)
 - e. Joint Sealants (as it applies to this scope)
 - f. Expansion Control (as it applies to this scope)
 - g. All hoisting, lifts, cranes, or any other equipment
 - h. Matching counterflashing for ACM canopies to be provided under this bid package for installation by façade contractor, be it masonry, metal wall panels, etc.
 - i. Furnish receiver flashing for mason to install and roofing to tie-in to at high/low roof conditions
 - j. Furnish and install splash blocks on roof and where shown
 - k. Complete paver system on roof terrace
 - l. Green roof on roof terrace
 - m. Air barrier system (poly) on roof deck
7. Scope of Work to include participation in construction of mockup wall with parapet cap, wall panels, and trim to establish workmanship and coordination with other trades. Ref. Mockup detail sheet. Incorporate all work provided under this scope in mockup wall
8. Roofing Contractor is responsible to provide and install all wood blocking and nailable surfaces for attachment of copings, gutters, downspouts, etc. This includes all blocking at roof parapets (and rigid insulation on back side of parapet), screen wall copings, overflow scuppers, metal roof rake and eave, expansion joints, penetrations, canopy edges, transitions, perimeters, raised edges, roof to wall sheathing at windows, sleeper curb for ladder attachment, etc. Blocking for attachment of windows to the structure is not part of this bid package.
9. Air barrier installed under this bid scope will require careful coordination with BP-04A Masonry and BP-07B Spray foam.
10. Prefinished coping to include pre-manufactured corners as specified
11. Roofing scope of work to include installation of roof drains including drain pan set ready for connection by the Plumbing contractor. Roof drains provided under BP-22A, Plumbing
12. Install HVAC roof curbs furnished by HVAC subcontractor
13. Install any wood blocking under curbs installed under this bids scope as required to raise curb elevation
14. Furnish and install cast iron downspout boots at all downspouts exposed to the exterior, if applicable, for tie-in to storm drain system by others. Coordinate outlet condition with BP-31A, Earthwork for roof drainage connection requirements
15. Mechanical Walk Off Pads as detailed
16. Furnish only masonry wall receiver flashing for stepped thru wall flashing and/or reglet roof flashing for installation by BP-04 Turnkey Masonry. Furnish and install counterflashing into receiver flashing as part of this bid scope

17. Furnish and install roof hatches including all necessary blocking and specified ladder safety post, where applicable.
18. Metal protection from galvanic action as specified where dissimilar metals will contact each other
19. Metal soffits selection from manufacturers full range of color, or as indicated in the project specs
20. Flashing of all vent pipes, HVAC pipe supports, electrical penetrations, etc. Provide pitch pocket in lieu of boot style flashing detail for multiple small conduit penetrations as required for control/power wiring to electrical supports for roof mounted HVAC equipment
21. Temporary roof all roof expansion joints until permanent roof expansion joints can be installed under this bid scope
22. All extra materials, warranties, O&M information as specified
23. Sweep roof down prior to inspection, remove all loose materials, whether roof related or not

SPECIFIC EXCLUSIONS

1. Light gauge soffit & fascia framing, hat channel
2. Spray foam insulation

ALLOWANCES

N/A

UNIT PRICES

N/A

Alternates

N/A

Subcontractor Scope of Work
Exhibit A

**New Hanover County Department of Juvenile Justice
Job No. 1858**

BP 07D – Caulking & Sealants

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information

Division 01 – General Requirements

Division 03 – Concrete (as it applies to this scope)

Division 04 – Masonry (as it applies to this scope)

Division 07 – 078100 Applied fireproofing, 071326 Self-adhering sheet waterproofing, 071700 Bentonite waterproofing, 072100 Thermal Insulation, 078413 Penetration firestopping (as it applies to this scope), 079200 Joint Sealants, 078446 Fire-resistive joint systems

All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Furnish and installation of work in this bid scope (unless specifically noted as an exclusion or to furnish only) in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
3. Furnish all labor, material, and equipment for a complete installation of work included in this bid scope, including sales tax

4. Scope of Work to include participation in construction of mockup wall. Refer to mockup detail Sheet G1.2. Incorporate all work provided under this scope in mockup wall
5. Caulking of exterior and interior masonry control joints, interior caulking of vertical and horizontal joints of dissimilar materials, interior vertical masonry expansion control joints, caulking around perimeter of hollow metal and detention door and window frames, caulking of concrete control or expansion joints for interior and exterior slabs, walks, pavement, and curbing where shown.
6. Caulking of all items requiring backer rod, unless specifically noted by others, including in precast concrete joints on masonry assemblies
7. Caulking of exterior wall louvers, downspouts at entrance to sidewalks/concrete or downspout boots as indicated
8. Caulking of joints in project mockup wall panels to demonstrate workmanship, correct materials, and for coordination of project subcontractors
9. Top of wall firestopping, perimeter slab firesafing, and firestopping of structural elements penetrating masonry walls is included in this scope
10. Waterproofing of retaining walls and elevator pits, including installation of rigid insulation and protection board, where shown, are included in this scope.
11. All protection board is included in this scope, including perimeter of exterior wall. Bituminous dampproofing is by mason; protection board is supplied and installed under BP 07D prior to backfill under BP 03A.
12. Penetration firestopping for all items with the exception of MEP trade penetrations.
13. Security caulking in detention cells.

SPECIFIC EXCLUSIONS

1. Penetration firestopping for plumbing, mechanical, sprinkler, and electrical trades
2. Caulking of storefront or aluminum entrance frames
3. Caulking of casework, Cabinets and Countertops
4. Caulking of ceramic tile floor expansion joints
5. Sealants for installation of window & glass
6. Retaining wall stone backfill and foundation drains
7. Dampproofing of Exterior CMU Below Grade Walls is by BP-04A

ALLOWANCES

N/A

UNIT PRICES

N/A

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

**New Hanover County Department of Juvenile Justice
Job No. 1858**

BP 08A – Aluminum Entrances and Storefront

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 05 – Steel: 057300 Decorative metal railings
Division 07 – 079200 Joint Sealants (as it applies to this scope)
Division 08 – 084000 Aluminum framed entrances and storefront, 085113 Aluminum sliding windows, 087100 Door Hardware (as it applies to this scope), 088000 Glazing, 088733 Privacy window film
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes but is not limited to:
 - a. Aluminum Storefront and Curtainwall windows and entrances
 - b. Hardware installation for aluminum entrances
 - c. Glazing for aluminum storefront
 - d. Exterior glass handrail on balcony
 - e. Monumental stair rail and railing at balcony

3. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
4. Furnish all labor, material, and equipment for a complete installation of work included in this bid scope, including sales tax
5. Scope of Work to include participation in construction of mockup wall. Refer to mockup detail sheet. Incorporate all work provided under this scope in mockup wall
6. Field measure of all work in this bid scope is included in this bid package
7. Glazing of storefront entrances, hollow metal doors, and Wood doors is included in this bid scope.
8. Caulk storefront assemblies to dissimilar materials
9. Include post construction adjustment as specified
10. Furnish all warranty, O&M, and extra materials applicable to work included in this bid scope
11. Remove stickers, and clean windows and frames, inside and out, after completion
12. Include multiple mobilizations as required to perform the work per the schedule.
13. Field engineering and layout associated with this scope is included in this scope. A competent, licensed engineer shall be engaged by this subcontractor.
14. Support for the building envelope commissioning is included.
15. Coordination with the framing and drywall contractor for installation of all window blocking (to be provided and installed under bid package 09A Drywall).
16. Protect all work provided under this bid package, including aluminum framing members and glazing.

SPECIFIC EXCLUSIONS

1. Furnishing of aluminum door hardware
2. Window blocking shall be installed by the drywall/framing contractor.

ALLOWANCES

N/A

UNIT PRICES

N/A

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

**New Hanover County Department of Juvenile Justice
Job No. 1858**

BP 08B – Doors & Hardware, Detention Equipment

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information

Division 01 – General Requirements

Division 07 – 079200 Joint Sealants (as it applies to this scope)

Division 08 – 081113 Steel doors and frames, 081416 Flush wood doors, 081433 Stile and rail wood doors, 083113 Access doors and frames, 084113 Aluminum entrances, storefront, and curtain wall (as it applies to this scope for hardware), 087100 Door hardware, 088000 Glazing (as it applies to this scope), and 089000 Louver and vents (for louvers in doors only)

Division 11 – Equipment: 111900 Detention equipment, 111910 Custom security hollow metal work, 111950 Security glass and glazing, and 111960 Security hardware

All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes but is not limited to:
 - a. Furnish, deliver, and unload hollow metal and detention hollow metal frames. Store on dunnage and cover with plastic. The mason and framing contractors will install the frames as walls are constructed.

- b. Furnish, deliver, unload, and install hollow metal doors, detention doors, FRP doors (if applicable), and wood doors
 - c. Furnish, deliver, unload, and install hardware for hollow metal, detention hollow metal, FRP, and wood doors
 - d. Furnish, coordinate, and deliver hardware for aluminum doors to the storefront subcontractor or manufacturer for installation
 - e. Furnish and install knox box(es) on building and knox lock(s) on gates as shown on contract documents
3. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
 4. Furnish all labor, material, and equipment for a complete installation of work included in this bid scope, including sales tax
 5. Include post construction adjustment as specified
 6. Furnish all warranty, O&M, and extra materials applicable to work included in this bid scope
 7. Subcontractor to include temporary doors and hardware for all electrical, mechanical, and telecom rooms and all exterior doors in hollow metal frames. Doors are to be removed (and properly disposed of) upon installation of final doors.
 8. Touch up of all items that are specified to be shop painted or pre-finished that are damaged, jarred, smudged, or altered after installation to achieve intended appearance.

SPECIFIC EXCLUSIONS

N/A

ALLOWANCES

1. Include 10 each of furnished and installed 24" x 24" access doors in drywall ceilings and walls as specified in Division 08 Section "Access Doors and Frames."

UNIT PRICES

UP-1 Furnished and installed 24" x 24" access doors in drywall ceilings and walls.

_____ (EA) _____ Unit Price (\$) _____

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

New Hanover County Department of Juvenile Justice
Job No. 1858

BP 08C - Overhead Doors

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 08 –083613 Exterior four-fold apparatus bay doors, 087110 Door Hardware (as it applies to this scope)
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes the Detention/LEC building, Animal Control Building, and Storage Buildings
3. Scope of work includes but is not limited to:
 - a. Exterior four-fold Sally port Doors
4. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
5. Furnish all labor, material, and equipment for a complete installation of work included in this bid scope, including sales tax
6. Field measure of all work in this bid scope is included in this bid package
7. Provide all necessary hardware for four-fold doors.

8. It is anticipated that the Overhead Coiling Doors will be controlled by the Security Electronics system. Coordinate door hardware, controls, limit switches, obstruction detection, etc., as required with BP-08B.
9. Coordinate door requirements with OH door steel surrounds
10. Furnish all warranty and O&M data applicable to work included in this bid scope.
11. Four-fold doors are to be left clean and open. This will be considered adequate for "protection of work" as specified in BP-01

SPECIFIC EXCLUSIONS

N/A

ALTERNATES

N/A

UNIT PRICES

N/A

ALLOWANCES

N/A

Subcontractor Scope of Work
Exhibit A

**New Hanover County Department of Juvenile Justice
Job No. 1858**

BP 09A – Framing & Drywall

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information

Division 01 – General Requirements

Division 04 – 042000 Unit Masonry (as it applies to this scope)

Division 05 – 054000 Cold-Formed Steel Framing-Structural (CFSF-S)

Division 06 – 061000 Rough Carpentry (as it applies to this scope), 061600 Sheathing (as it applies to this scope)

Division 07 – 072100 Thermal Insulation (as it applies to this scope), 079200 Joint Sealants (as it applies to this scope), 074216 Insulated-core metal wall panels (as it applies to this scope)

Division 08 – 081113 Hollow Metal Doors and Frames (as it applies to this scope), 083113 Access Doors and Frames (as it applies to this scope)

Division 09 – 092216 Non-Structural Steel Framing (CFSF-NS), 092900 Gypsum Board, 093000 Ceramic Tile (as it applies to this scope), and 098433 Sound-absorbing wall units

Division 10 – Specialties: 102600 Wall and Door Protection (both corner guards and IRWC)

All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work

2. Scope of work includes but is not limited to:
 - a. All structural and non-structural light gauge framing, included delegated design, where indicated
 - b. All GWB assemblies, including installation of hollow-metal door frames and framing of access doors
 - c. Batt insulation (for GWB walls)
 - d. Tile Backer board including all joint treatment
 - e. All hoisting, welding, lifts, cranes, or any other equipment for installation
 - f. Sub-framing and/or hat channels for metal wall panels and/or ACM wall panels as required for attachment
 - g. Sound-absorbing wall units per specification section 098433
 - h. Supply and install all brick ties installed in exterior stud-framed walls w/sheathing
 - i. Delegated design shall include light gauge "L angle" utilized for window blocking; stronger material shall be used if design determines it necessary
 - j. All wood (or other style if strong enough to support associated items) blocking in metal stud walls for installation of toilet accessories, toilet partitions, casework, displays, etc.
 - k. Security mesh ceilings per 092900 2.10 where indicated on the drawings
 - l. Fiberglass ballistic armor per 092900 2.6 where indicated on the drawings
 - m. Corner guards
 - n. Impact-resistant sheet wall covering (IRWC)
1. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements.
2. The foreman of this work scope shall have an ipad with iOS 12.0 or later and cellular service in order to have all live documents, submittals, etc. in hand and immediately accessible from the Procore construction management software provided by Bordeaux.
3. Delegated design required for Cold Formed Structural Framing
4. Column and beam wraps complete
5. Hat channel and/or framing for metal/ACM wall panels
6. Sheathing and joint penetration treatment on all exterior GWB sheathing
7. All light gauge CMU interior wall bracing, if applicable
8. Provide acoustical sealant as specified
9. Include tile backer board for all ceramic wall tile on metal stud
10. Install hollow metal frames in GWB openings. HM frames provided under BP-08B to onsite storage area. Include cost to transport frame from storage area to opening
11. Furnish control joints in GWB walls and ceilings in accordance with ASTM C840-08. Submit shop drawing of control joint layout
12. Ceiling expansion joint systems and expansion joint systems as required per plans and specifications to complete this scope of work
13. Access doors furnished under BP-08A. Coordinate all Mechanical, Electrical, Plumbing, Sprinkler, etc. access requirements with respective trades. Provide rough-in and installation of access door in this bid scope
14. All GWB walls shall be finished, pointed up, and ready for paint. After point up is completed, notify Construction Manager of suitability to proceed with 1st coat of paint. After 1st coat of paint and after permanent lights, Construction Manager will punchlist GWB

- walls prior to final paint. A separate point up crew shall be provided if GWB work is ongoing to allow point up to proceed without impacting drywall progress
15. Window blocking (light gauge "L" angle) for attachment of aluminum storefront and curtainwall is included in this scope, including openings in exterior cmu walls.
 16. Supplemental framing necessary to support the ceiling grid installation is included.
 17. Top of wall firestopping for stud framed walls is included in this scope
 18. The following description is provided to assist in scope definition and is not intended to be complete descriptions of scope required in this bid package
 - a. At typical Base of Exterior Cavity Wall
 - i. BP-04A: Dampproofing beneath grade, rigid insulation and grout beneath flashing, SS drip edge, flexible flashing, flashing sealant, air barrier transition strip, termination bar, term bar sealant, cavity drainage material, & any other accessories as detailed for a complete masonry assembly. Through-wall flashing to be installed utilizing termination bar (do not lay into CMU masonry)
 - ii. BP-07B: Spray foam insulation
 - iii. BP-09A: Window opening blocking (for attachment of storefront, etc.)
 - b. At typical high-roof/low roof
 - i. BP-04A: Vertical rigid insulation and grout beneath flashing, brick shelf (install only), SS receiver flashing (provided under BP-07C), flexible flashing, flashing sealant, termination bar, term bar sealant, cavity drainage material, weeps & any other accessories as detailed for a complete masonry assembly. Through-wall flashing to be installed utilizing termination bar (do not lay into CMU masonry)
 - ii. BP-07B: Spray foam insulation
 - iii. BP-07C: All Roof nailers, Cover board on metal deck, air barrier under roof insulation including vertical run-up behind spray foam, horizontal rigid insulation, cover board over roof insulation, roof membrane, insulation cant, counter flashing, etc. where applicable

SPECIFIC EXCLUSIONS

1. Penetration firestopping; firestopping heads of CMU walls
2. Wood blocking required for roof installation
3. Spray foam insulation

ALLOWANCES

N/A

UNIT PRICES

N/A

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

New Hanover County Department of Juvenile Justice
Job No. 1858

BP 09B - Hard Tile

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 09 – 093000 Tiling
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes but is not limited to:
 - a. Tile floor, base, wall tile
 - b. Marble thresholds & metal reducer strips
 - c. Waterproofing membranes
 - d. Crack isolation membrane, where indicated
3. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
4. Furnish all labor, material, and equipment for a complete installation of work included in this bid scope, including sales tax
5. Field measure of all work in this bid scope is included in this bid package

6. Provide waterproofing membrane where detailed. Prep all corners, drains, cracks, etc. in accordance with manufacturer recommendations. Flood test as required.
7. Furnish and install crack isolation membrane for any areas scheduled to receive waterproofing membrane and/or tiling as specified
8. Furnish and install elastomeric sealants, metal edge strips, marble thresholds, as specified
9. Include grout sealer on all cementitious grout as specified
10. Include color selection for Tiling from manufacturer's colors as specified
11. Protect finished tile work with Ramboard or equivalent over entire floor as installation completes. Joints in protection board are to be taped 100%. Protection board removal by final cleaning subcontractor.
12. Include cleaning of tile work prior to installing protection board
13. Furnish all warranty, O&M, and extra materials applicable to work included in this bid scope.
14. Ensure adhesives, etc. are compatible with curing compounds utilized on the concrete.

SPECIFIC EXCLUSIONS

1. Cement backer board

ALLOWANCES

N/A

UNIT PRICES

N/A

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

**New Hanover County Department of Juvenile Justice
Job No. 1858**

BP 09C - Acoustical Ceilings

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 07 – 072100 Thermal insulation (where indicated on ceilings)
Division 09 – 095113 Acoustical Panel Ceilings, 098433 Acoustical Wall Panels
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes but is not limited to:
 - a. Acoustical grid and ceiling tile
 - b. Ceiling insulation, if applicable
 - c. Acoustical wall panels
 - d. Acoustical sealant (as it applies to this scope)
3. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
4. Furnish all labor, material, and equipment for a complete installation of work included in this bid scope, including sales tax
5. Field measure of all work in this bid scope is included in this bid package

6. Include hold down clips where indicated
7. Install acoustical sealant at top bead of edge moldings, if applicable
8. Furnish shop drawings showing layout of all joints and installation of acoustical panels.
9. Install all clips, Z-channel, fasteners, etc. for a complete acoustical wall panel installation
10. Select color for acoustical panels from manufacturer's colors, as specified.
11. Additional wire supports to grid only for light fixtures, grilles, dampers, etc. as required to meet code. Wires to be supported from structure only. Do not support ceiling grid from bridging or deck without written approval from Construction Manager
12. Caulk moldings along wall as required or where gaps exceed ¼"
13. Furnish all warranty, O&M, and extra materials applicable to work included in this bid scope.
14. Provide ceiling tiles with continuous internal finish or paint exposed edges/cuts.

SPECIFIC EXCLUSIONS

N/A

ALLOWANCES

N/A

UNIT PRICES

N/A

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

**New Hanover County Department of Juvenile Justice
Job No. 1858**

BP 09D – Resilient Flooring and Carpet

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 09 – Finishes: 096513 Resilient base & accessories, 096519 Resilient tile flooring,
096536 Static-control resilient flooring, and 096813 Tile carpeting
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes but is not limited to:
 - a. Resilient tile flooring
 - b. Static-control resilient flooring
 - c. Base, transitions, and accessories
 - d. Stair treads, where indicated (excluding terrazzo treads)
 - e. Carpet tile
3. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
4. Furnish all labor, material, and equipment for a complete installation of work included in this bid scope, including sales tax

5. Field measure of all work in this bid scope is included in this bid package
6. Sanding and prepping/patching of new concrete floors as required for this work including crack suppression, control joints, etc.
7. This subcontractor is responsible for acceptance of all concrete floors as installed by bid package 03A. This subcontractor should not assume that moisture, humidity, and PH levels will be at acceptable levels to receive flooring installations. This subcontractor will be responsible for any remediation to the floor slabs required to make them ready for installation of flooring per the flooring manufacturer's requirements. The means of remediation, if required, must be submitted to the construction manager for approval by the CM, designer, and flooring manufacturer prior to implementation.
8. Moisture mitigation system, if required, is included in this scope. If not required, this will be credited back to the owner.
9. Furnish and install rubber base for areas to receive Raised Access Floor under this bid scope
10. Subcontractor to install moisture readings in accordance with ASTM F 2170-11 and/or manufacturer's recommendations. Submit test results along with any trending information to Construction Manager prior to proceeding with flooring installation.
11. Furnish and install floor protection of carpet flooring installed under this bid scope. Tape all seams 100% in floor protection, coordinate installation with Construction Manager. Floor protection to be removed under BP-01B, Final Cleaning
12. Furnish all warranty, O&M, and extra materials applicable to work included in this bid scope.

SPECIFIC EXCLUSIONS

N/A

ALLOWANCES

1. Allow 4,000 sf of moisture vapor treatment on concrete floor slabs where approved by the architect when relative humidity levels exceed levels required to facilitate the installation of floor finishes.

UNIT PRICES

UP-1 Moisture mitigation for slabs on grade (SF) Square foot Price (\$)_____

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

**New Hanover County Department of Juvenile Justice
Job No. 1858**

BP 09E – Terrazzo and Polished Concrete

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 05 – Steel: 055000 Metal pan stairs (as it applies to this scope)
Division 09 – Finishes: 096623 Resinous matrix terrazzo flooring
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes but is not limited to:
 - a. Terrazzo Flooring
 - b. Base, transitions, and accessories
 - c. Terrazzo stair treads, where indicated
 - d. Sealed concrete in areas indicated
3. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
4. Furnish all labor, material, and equipment for a complete installation of work included in this bid scope, including sales tax
5. Field measure of all work in this bid scope is included in this bid package

Subcontractor Scope of Work
Exhibit A

New Hanover County Department of Juvenile Justice
Job No. 1858

BP 09F - Painting

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 03 – Concrete (as it applies to this scope)
Division 05 – Metals (as it applies to this scope)
Division 07 – 079200 Joint Sealants (as it applies to this scope)
Division 08 – 081113 Hollow metal doors and frames (as it applies to this scope)
Division 09 – 099100 Painting
Division 11 – Equipment (as it applies to this scope)
Division 21 – Fire Protection (as it applies to this scope)
Division 22 – Plumbing (as it applies to this scope)
Division 23 – HVAC (as it applies to this scope)
Division 26 – Electrical (as it applies to this scope)
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes but is not limited to:

Subcontractor Scope of Work
Exhibit A

**New Hanover County Department of Juvenile Justice
Job No. 1858**

BP 10B – Division 10

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information

Division 01 – General Requirements

Division 10 – 101100 Visual Display Units, 102113 Solid-polymer toilet compartments, 102800 Toilet and bath accessories, 104400 Fire protection specialties, 105113 Metal lockers, 105500.13 USPS delivery postal specialties, 105626.13 Manual mobile storage shelving,

Division 11 – 115213 Projection screens, 115223 Television brackets

All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes but is not limited to:
 - a. Toilet partitions, toilet accessories, corner guards, fire extinguisher cabinets, fire extinguishers assemblies, metal lockers, USPS specialties, manual mobile storage shelving, projection screens, and television brackets.
3. Furnish and installation of work in this bid scope (unless specifically noted as an exclusion or to furnish only) in accordance with all local, state and federal (OSHA) safety regulations and/or requirements

4. Furnish all labor, material, and equipment for a complete installation of work included in this bid scope, including sales tax
5. Coordinate all blocking requirements with BP-09A drywall
6. Coordinate electrical rough-in and power requirements for electric toilet accessories, if applicable
7. Include all necessary mobilizations to complete work in this bid scope
8. Field measure all openings as part of this bid scope
9. Furnish Fire Extinguisher Cabinets with specified locking mechanism for all FECs. Coordinate lock requirements with BP-08A
10. Include specified labeling of FECs
11. Coordinate rough-in dimensions in CMU and GWB for all semi-recessed items furnished and installed under this bid package. Include minor sawcut, removal, and patch of any CMU or GWB as required to install recessed or semi-recessed items under this bid package
12. Extinguishers to have proper documentation and tags showing necessary information to pass fire safety inspection.

SPECIFIC EXCLUSIONS

1. Signage

ALLOWANCES

N/A

UNIT PRICES

N/A

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

**New Hanover County Department of Juvenile Justice
Job No. 1858**

BP 10C - Signage

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 10 – 101400 Signage
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes but is not limited to:
 - a. Temporary construction signage indicated on A0.1. In addition, include an extra sign similar to that of the "Architects sign" for the Construction Manager
 - b. Dimensional characters indicated on building elevations 1-A4.1
 - c. Plaques, both County deal plaques behind the two Judges benches and a dedication plaque
 - d. Signage accessories
 - e. Signage allowance for interior and exterior panel signage
3. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements

4. Include in base bid all labor, materials, submittals, sales tax, OH&P, and all necessary mobilizations to install the signage indicated.
5. Furnish and install all dimensional letters and plaques under base bid amount. Include all associated hardware, lifts, ladders, scaffold, mobilizations, sales tax, OH&P, submittals for a complete installation of this work.
6. Field measure of all work in this bid scope, if required, is included in this bid package
7. Include all necessary mobilizations as required to complete work. No additional cost to be furnished for separate mobilizations as may be required for field measurement or installation of site sign, building signage, vinyl letters, interior panel signs, & exterior panel signs. Requests for additional cost for separate mobilizations will not be accepted
8. For any signs installed on glazing, furnish and install double sided tape and blank off sign to match size and color on opposite side of glazing
9. Provide colors as specified.
10. Furnish all warranty, O&M, and extra materials applicable to work included in this bid scope.

SPECIFIC EXCLUSIONS

1. Traffic signage (stop, handicap, yield, pedestrian crossing, etc.)

ALLOWANCES

1. **Lump Sum Allowance** - Include the sum of \$16,000 for interior and exterior panel signage as specified in division 10 section signage.

UNIT PRICES

N/A

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

**New Hanover County Department of Juvenile Justice
Job No. 1858**

BP 12A - Window Treatments

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 12 –122413 Roller window shades
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes but is not limited to:
 - a. Roller window shades
3. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
4. Furnish all labor, material, and equipment for a complete installation of work included in this bid scope, including sales tax
5. Field measure of all work in this bid scope is included in this bid package
6. Include all necessary mobilizations as required to complete work. No additional cost to be furnished for separate mobilizations as may be required for field measurement or installation of window blinds
7. Provide colors, as specified.

8. Furnish all warranty, O&M, and extra materials applicable to work included in this bid scope.
9. Coordinate all blocking requirements with BP-09A Drywall.

SPECIFIC EXCLUSIONS

N/A

ALLOWANCES

N/A

UNIT PRICES

N/A

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

New Hanover County Department of Juvenile Justice
Job No. 1858

BP 14A –Elevators

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 05 – 055000 Metal fabrications (as it applies to this scope)
Division 14 – Elevators

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes but is not limited to:
 - a. Full design and installation of the elevator from drilling the jack shaft, if applicable, providing the shaft wall inserts for installation by the masonry contractor, installing the car, generating the punchlist prior to State Inspection, and manually operating the car for three full days (prior to completion and sign off) as directed by the Construction Manager.
 - b. Patching and sealing all penetrations in shaft created by elevator sub
 - c. Unit cost assistance in running, moving, and operating the car for other trades to complete their penetrations through the elevator shaft walls

Subcontractor Scope of Work
Exhibit A

New Hanover County Department of Juvenile Justice
Job No. 1858

BP 21A - Fire Protection

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 07 – 078413 Penetration firestopping
Division 21 – Fire Suppression
Division 22 – 220529 Pipe hangars and supports (as it applies to this scope)
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. This project will utilize Building Information Modeling to facilitate the preparation of coordinated shop drawings. Participation in the BIM model is a requirement of this bid package. Reference Bid Package BP-01 General Inclusions of the bid manual and Exhibit M for detailed BIM requirements for this project.
3. The foreman of this work scope shall have an ipad with iOS 12.0 or later and cellular service in order to have all live documents, submittals, etc. in hand and immediately accessible from the Procore construction management software provided by Bordeaux.

4. Subcontractor shall obtain and pay for any required permits, or fees as required to complete scope of work under this agreement including any required re-inspection fees / costs are responsibility of subcontractor
5. Seismic bracing as may be required to meet seismic zone for this project
6. Chlorination/testing/certifications on any fire protection systems as required. In addition to any other closeout documents, certifications, spare parts, etc. required, provide as-built drawings and spare parts as required by NFPA in sprinkler riser room.
7. All identification per specifications including stenciling, stencil painting, pipe markers, tagging, name plates, jacketing, etc.
8. Subcontractor shall anticipate inspection delays in the installation durations and sequence such work ahead of others as not to impose delays in the schedule. This shall be construed for DOL, DOI, Engineer, Fire Marshal, Commissioning Agent, etc. While the Construction Manager will endeavor to combine inspections where possible, Subcontractor acknowledges that separate inspections will be required to verify the completion of systems included in this bid scope (Sprinkler flow tests, communication with fire alarm, etc.). Subcontractor will have a competent person onsite for each trade being tested as follows:
 - a. Subcontractor inspection
 - b. Construction Manager at Risk inspection
 - c. Engineer/architect inspection
 - d. Local Fire Marshal Inspection
 - e. Local Building Inspector inspection
9. Fire Sprinkler to be delegated design. Subcontractor responsible to provide sealed calculations and drawings by a licensed designer.
10. Include stainless steel heads for any high-humidity or exterior environments
11. Contractor shall complete flow and pressure testing of site water line and verify adequacy for designed system. Notify Construction Manager immediately if results of testing are not adequate to support designed system
12. Install complete fire protection system including design from 12" AFF including all dry-type, pre-action systems, piping, water flow indicators, sprinkler heads, valves, etc. for a complete installation
13. FDC & Siamese connection provided under site utility contract to 12" AFF. Coordinate location with Site Utility contractor
14. Coordinate, layout, and install sleeves, dampers, or other penetration requirements for sprinkler penetrations through CMU & GWB walls.
15. All core drilling/saw cutting for any penetrations as required
16. Unless specifically noted in the "specific exclusion" of this bid package, provide all concrete materials as required for this scope of work inclusive of any layout, forming, concrete placement equipment, etc. for any house-keeping pads required for fire protection equipment
17. Penetration firestopping for penetrations provided under this bid package are to be patched as part of this bid scope
18. This subcontractor shall furnish and install in their entirety all drip pans and associated drainage piping to the nearest sanitary drain as required for protection of electrical power and equipment.
19. Provide storage device for design as-built drawings in riser room.

20. Provide signage at all FDC's, valves, drains, test locations, etc.

SPECIFIC EXCLUSIONS

N/A

ALLOWANCES

N/A

UNIT PRICES

N/A

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

New Hanover County Department of Juvenile Justice
Job No. 1858

BP 22A - Plumbing

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 03 – Section 033000 Cast-in-Place Concrete (as it applies to this scope)
Division 07 – 078413 Penetration firestopping
Division 22 – Plumbing
Division 31 –Earthwork (as it applies to this scope)
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. Payment and performance bond are required for this bid scope. Cost of payment and performance bonds are included in the base bid price.
2. BP-01 General Inclusion Items as applicable to complete Work
3. This project will utilize Building Information Modeling to facilitate the preparation of coordinated shop drawings. Participation in the BIM model is a requirement of this bid package. Reference Bid Package BP-01 General Inclusions of the bid manual and Exhibit M for detailed BIM requirements for this project.
4. The foreman of this work scope shall have an ipad with iOS 12.0 or later and cellular service in order to have all live documents, submittals, etc. in hand and immediately accessible from the Procore construction management software provided by Bordeaux.

5. Subcontractor shall obtain and pay for any required permits, or fees as required to complete scope of work under this agreement including any required re-inspection fees / costs are responsibility of subcontractor
6. Subcontractor is required to comply with all OSHA requirements for installation of their work. Temporary fall protection will be provided by others for work on top of the 2nd floor chases and control room areas.
7. Subcontractor shall anticipate inspection delays in the installation durations and sequence such work ahead of others as not to impose delays in the schedule. This shall be construed for DOL, Engineer, Fire Marshal, Commissioning Agent, etc. While the Construction Manager will endeavor to combine inspections where possible, Subcontractor acknowledges that separate inspections will be required to verify the completion of systems included in this bid scope. Unless otherwise waived in writing from this requirement by the construction manager, Subcontractor will have a competent person onsite including any 2nd tier trades for each trade being tested as follows:
 - a. Subcontractor inspection
 - b. Construction Manager at Risk inspection
 - c. Engineer/architect inspection
 - d. Local Fire Marshal Inspection
 - e. Local Building Inspector inspection
8. All plumbing in buildings to a point 5' outside of the building. Contractor is responsible for coordination with site utility contractor for location and tie-in to roof drainage. Coordinate install with utility contractor.
9. Furnish roof drainage inclusive of any deck clamps, sump pan, bolts, etc. for installation by the roofer under BP-07C. Coordinate location and include sawcutting and removal of metal deck to allow installation
10. Backflow preventers and certification of all backflow devices on domestic water systems within building are included.
11. Provide adequate manpower for running of plumbing work within masonry construction. Plumbing crews shall work same hours as masonry contractor as required for weather, regardless of schedule of electrical work during CMU masonry installation.
12. Coordinate all drains and cleanouts with flooring/concrete/waterproofing contractors. Contractor shall be on site during all concrete slab pours and will be responsible for ensuring floor drains and cleanouts are installed to correct elevations
13. Temporary protection of plumbing waste lines is included in this scope. This shall include capping/plugging lines and covering floor drains with temporary protection. Verify lines are cleaned and flushed at completion
14. Coordinate, layout, and install sleeves, dampers, or other penetration requirements for plumbing penetrations through CMU & GWB walls.
15. All core drilling/saw cutting for any penetrations as required
16. All plumbing connections to kitchen/food service equipment as required
17. Under-lavatory guards as required per specifications.
18. Contractor is responsible to coordinate submittal and installation to ensure all plumbing fixtures comply with ADA code.
19. Unless specifically noted in the "specific exclusion" of this bid package, provide all concrete materials as required for this scope of work.

20. Contractor shall coordinate and assist in the layout of any house-keeping pads required for Plumbing equipment. Housekeeping pads will be provided under BP-03A Building Concrete.
21. Furnish and install identification as specified for all plumbing work run under this bid package.
22. Chlorination/testing/certifications on any domestic water systems as required
23. Seismic bracing as may be required to meet seismic zone for this project
24. With the exception of items specifically marked by HVAC or Plumbing subcontractors, Electrician to furnish and install motor starters, disconnects switches and combo starters for HVAC & Plumbing equipment under BP-26A, Electrical
25. Furnish all pit drains and floor drains as shown including, but not limited to floor sinks and elevator pits. For drains with angle frames set into concrete or tile, provide angle frame for installation by others. Floor drains noted above are provided for clarification only, but are not intended to be an exhaustive list. Provide angle frames to BP-05A for install. Coordinate location and install requirements with floor finishes
26. Penetration firestopping for plumbing penetrations is part of this bid scope.
27. This contractor shall furnish and install in their entirety all drip pans and associated drainage piping to the closest sanitary drain, required for protection of electrical power and equipment.

SPECIFIC EXCLUSIONS

1. Temporary and permanent water usage costs are excluded from this bid scope.
2. Housekeeping pads as specified in are excluded and provided by 03A Building Concrete. Coordinate and verify layout of all pads with concrete contractors prior to pour

ALLOWANCES

N/A

UNIT PRICES

N/A

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

New Hanover County Department of Juvenile Justice
Job No. 1858

BP 23A - HVAC

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 07 – Penetration firestopping
Division 08 – 089000 Louvers
Division 22 – Plumbing (as it applies to this scope)
Division 23 – Mechanical
Division 26 – Electrical (as it applies to this scope)
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. Payment and performance bond are required for this bid scope. Cost of payment and performance bonds are included in the base bid price.
2. BP-01 General Inclusion Items as applicable to complete Work
3. This project will utilize Building Information Modeling to facilitate the preparation of coordinated shop drawings. Participation in the BIM model is a requirement of this bid package. Reference Bid Package BP-01 General Inclusions of the bid manual and Exhibit M for detailed BIM requirements for this project.

4. The foreman of this work scope shall have an iPad with iOS 12.0 or later and cellular service in order to have all live documents, submittals, etc. in hand and immediately accessible from the Procore construction management software provided by Bordeaux.
5. Subcontractor shall obtain and pay for any required permits, or fees as required to complete scope of work under this agreement including any required re-inspection fees / costs are responsibility of subcontractor
6. Subcontractor is required to comply with all OSHA requirements for installation of their work.
7. Seismic bracing as may be required to meet seismic zone for this project
8. Chlorination/testing/certifications on any chilled/hot water systems as required
9. All identification per specifications including stenciling, stencil painting, pipe markers, tagging, name plates, jacketing, etc.
10. Subcontractor shall anticipate inspection delays in the installation durations and sequence such work ahead of others as not to impose delays in the schedule. This shall be construed for DOL, Engineer, Fire Marshal, Commissioning Agent, etc. While the Construction Manager will endeavor to combine inspections where possible, Subcontractor acknowledges that separate inspections will be required to verify the completion of systems included in this bid scope (controls, AHU shutdown and communication with fire alarm, etc.). Subcontractor will have a competent person onsite including any 2nd tier trades for each trade being tested as follows:
 - a. Subcontractor inspection
 - b. Construction Manager at Risk inspection
 - c. Engineer/architect inspection
 - d. Local Fire Marshal Inspection
 - e. Local Building Inspector inspection
11. Furnish and install all louvers and vents for project. Louvers within doors leaves are by others under BP-08B Turnkey doors and frames.
12. Coordinate locations/sizes of roof curbs with roofing contractor. Mechanical roof curbs are to be provided under this bid package and installed by Roofing contractor. Mechanical contractor shall include any cutting of the metal deck for access through any roof curbs
13. Provide initial temporary filter media on all return air grilles during use of HVAC equipment for conditioning air during construction. Replace all filter media when dirty or as directed by the Construction Manager or Design Engineer. Replace permanent filters immediately prior to substantial completion. Verify completion in writing to the construction manager
14. Coordinate work such that building HVAC is ready for HVAC equipment startup to establish building climate control prior to scheduled start of interior finishes.
15. Provide adequate manpower for blocking out duct openings within masonry and stud framed wall construction. Crews shall work same hours as masonry contractor as necessary to coordinate all HVAC openings.
16. Coordinate, layout, and install sleeves, dampers, or other penetration requirements for mechanical penetrations through CMU & GWB walls.
17. All core drilling/saw cutting for any penetrations as required
18. Contractor shall coordinate and assist in the layout of any house-keeping pads required for HVAC equipment. Housekeeping pads will be provided under BP-03A Building Concrete

19. Furnish and install any precast pads for HVAC equipment. Coordinate requirements with roofer.
20. Furnish and install conductor identification materials as specified.
21. With the exception of items marked by HVAC or Plumbing subcontractors, Electrician to furnish and install motor starters, disconnects switches and combo starters for HVAC & Plumbing equipment under BP-26, Electrical. Items marked "By Division 23" are to be included, furnished and installed under this bid scope.
22. Install duct detectors, coordinate location and installation with electrician and fire alarm contractors
23. Include all condensate drainage on M drawings
24. Broom clean roof after each day working on roof. HVAC contractor will be responsible for roof damage and discoloration from metal shavings or fasteners left on roof associated with HVAC or controls installation.
25. Penetration firestopping for penetrations associated with this bid package is included under this scope of work.
26. Firestopping of mechanical penetrations is included in this bid scope. Fire dampers are not considered to be firestopping. Subcontractor is responsible for all coordination, sleeving, preparation, and firestopping
27. Coordination with the test and balance contractor and controls contractor is required
28. Support commissioning activities specified.
29. HVAC controls are part of this bid package.
30. Certified Test and Balance (TAB) is included in this scope as specified.
31. Provide weekly status reports showing work complete to date and open action items. Provide preliminary and final test report for Engineers' review. Reports are to be bound and organized just that all systems and equipment are easily identifiable.
32. Conduct pre-balancing and testing inspection of all areas to verify compliance with the bid documents. These inspections will be conducted at thirty percent (30%), sixty percent (60%), and ninety percent (90%) of HVAC piping and duct installations. All deficiencies are to be noted and turned over to the CM after each inspection increment. The inspection letter will list all issues found and items that may hinder a successful Test and Balance effort. The noted and listed items shall be presented in a typed, letter format including date of inspection, time of inspection and time spent conducting the evaluations.
33. Indoor air quality (IAQ), spec 018119 is a responsibility of this scope as specified.

SPECIFIC EXCLUSIONS

1. Temporary and permanent electrical usage costs are excluded from this bid scope.
2. Housekeeping pads as specified in 220500 & 230500 are excluded and provided by 03A Building Concrete. Coordinate and verify layout of all pads with concrete contractors prior to pour

ALLOWANCES

N/A

UNIT PRICES

N/A

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

**New Hanover County Department of Juvenile Justice
Job No. 1858**

BP 26A - Electrical

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 03 – Section 033000 Cast-in-Place Concrete (as it applies to this scope)
Division 06 – Section 06100 Rough Carpentry (as it applies to this scope)
Division 07 – 078413 Penetration firestopping
Division 08 – Exterior four-fold apparatus bay doors (as it applies to this scope)
Division 22 – Section 220513 Common Motor Requirements for Plumbing Equipment (as it applies to this scope.
Division 23 – Section 230513 Motor for HVAC Equipment (as it applies to this scope)
Division 26 – Electrical
Division 27 – Communications
Division 28 – Electronic safety and security (Security electronics and access control by owner; raceways only will be under this contract)
Division 31 – Earthwork (as it applies to this scope)
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. Payment and performance bond are required for this bid scope. Cost of payment and performance bonds are included in the base bid price.
2. BP-01 General Inclusion Items as applicable to complete Work
3. This project will utilize Building Information Modeling to facilitate the preparation of coordinated shop drawings. Participation in the BIM model is a requirement of this bid package. Reference Bid Package BP-01 General Inclusions of the bid manual and Exhibit M for detailed BIM requirements for this project.
4. The foreman of this work scope shall have an ipad with iOS 12.0 or later and cellular service in order to have all live documents, submittals, etc. in hand and immediately accessible from the Procore construction management software provided by Bordeaux.
5. To expedite submittal review, subcontractor to include (3) eight-hour days on-site for submittal and shop drawing review inclusive of any travel, lodging, and food required to North Carolina to meet with designer, construction manager, and owner.
6. Subcontractor shall obtain and pay for any required permits, or fees as required to complete scope of work under this agreement including any required re-inspection fees / costs are responsibility of subcontractor
7. Subcontractor is required to comply with all OSHA requirements for installation of their work.
8. Subcontractor shall anticipate inspection delays in the installation durations and sequence such work ahead of others as not to impose delays in the schedule. This shall be construed for DOL, DOI, Engineer, Fire Marshal, Commissioning Agent, etc. While the Construction Manager will endeavor to combine inspections where possible, Subcontractor acknowledges that separate inspections will be required to verify the completion of systems included in this bid scope (generator, fire alarm, emergency lights, etc.). Subcontractor will have a competent person onsite including any 2nd tier trades (Fire alarm, communications, etc.) for each trade being tested as follows:
 - a. Subcontractor inspection
 - b. Construction Manager at Risk inspection
 - c. Engineer/architect inspection
 - d. Local Fire Marshal Inspection
 - e. Local Building Inspector inspection
9. Provide temporary power and hookup to the CM's office as detailed in site logistics plan and as coordinated with Construction Manager. Temporary power to CM office trailer to be completed as early as possible. Cost shall include initial installation cost, temporary electrical permit, meter pole and base, maintenance, and removal. Temporary usage costs are excluded from this bid scope.
10. Furnish, install, maintain, and removal at completion of temporary electrical services to each work area. Coordinate routing of underground conduit for temporary electrical with Construction Manager. Conduct GFCI testing daily and document in field report to Construction Manager
11. Furnish, install, maintain, and removal (when directed by construction manager) of all temporary lighting. Temporary lighting shall be of sufficient levels to meet OSHA standards throughout the project. Review weekly to insure safety compliance.

12. Coordinate work such that building permanent power/wiring distribution is ready for provide power for HVAC equipment startup to establish building climate control. Ensure permanent lighting systems are ready at the time of starting interior finishes.
13. Provide adequate manpower for running of electrical raceway within masonry construction. Electrical crews shall work same hours as masonry contractor as required for weather, regardless of schedule of electrical work during CMU masonry installation.
14. Coordinate, layout, and install sleeves for electrical penetrations through CMU walls. Electrical contractor is responsible for installation of all sleeves.
15. All core drilling/saw cutting for any penetrations as required
16. Include cost to excavate, pour, and place concrete for duct bank
17. Concrete work for generator pad & transformer pad is excluded and will be installed in BP-31A (Turnkey site). Coordinate size, layout, reinforcing, and any other manufacturer or local utility requirements with BP-31A.
18. Provide all fire-rated plywood for security electronics panels, data racks, electrical panels, etc.
19. Furnish all grounding work as required for the project including any bonding to foundation
20. Furnish and install conductor identification materials as specified.
21. Provide site electrical work including, but not limited to the following. Include all excavation, backfill, and compaction as may be required in Specifications:
 - a. Duct bank indicated on E1.0
 - b. Raceway & handholes
 - c. Electrical conduit and wiring to sign lights
 - d. Electrical conduit and raceway to hot boxes
 - e. Raceway and wiring for tamper switches in hot boxes
 - f. Secondary feeders and spare conduits as detailed on site electrical drawing
 - g. Coordinate transformer pad requirements with local utility provider
22. Provide power to all equipment including final connections that is furnished by others which requires power (i.e. doesn't plug in) including, but not limited to plumbing equipment, HVAC equipment, Food Service Equipment, Division 10, Division 11, kitchen hood, laundry equipment and fire suppression system
23. Electrical contractor shall coordinate all breaker sizes with food service equipment prior to ordering. No additional cost will be allowed for breaker sizes ordered incorrectly.
24. With the exception of items marked by HVAC or Plumbing subcontractors, Electrician to furnish and install motor starters, disconnects switches and combo starters for HVAC & Plumbing equipment under this bid scope. Items marked "By Division 23" are to be furnished and installed by the HVAC contractor under BP-23A, HVAC.
25. For all electrical and starters for roof top equipment that cannot be mounted on individual equipment, provide rack-style frame for mounting all roof top equipment, disconnects, starters, etc. Rack shall consist of (2) 2" galvanized steel pipe supports with screw on caps connected to bar joist structure prior to roofing. Provide galvanized unistrut support between supports to mount starters and disconnects to. Roofer shall flash in pipe supports.
26. Coordinate loads, fastener details and support structure with canopy manufacturer for lights in pre-engineered canopies
27. All fire alarm wiring for tamper, flow, duct detectors, etc. shall be wired into fire alarm system under this bid package

28. See plumbing drawings for site requirements to tie in holding tank, etc. for alarm to WCPSS.
29. Final cleaning of all electrical work is included in this scope
30. Broom clean roof after each day working on roof. Electrical contractor will be responsible for roof damage and discoloration from metal shavings or fasteners left on roof associated with Electrical installation.
31. Include all closeout manuals, warranties, extra materials, owner's training as required by specification
32. Furnish NFPA 72 and NFPA 110 testing certifications prior to scheduling architect/engineer walkthroughs
33. Penetration firestopping for penetrations created under this scope of work is required as part of this bid package

SPECIFIC EXCLUSIONS

1. Temporary and permanent electrical usage costs are excluded from this bid scope.
2. Site concrete for transformer pad are excluded from this bid scope and will be provided under BP-31A
3. Interior housekeeping pads are excluded from this bid scope and will be provided under BP-03A, Building Concrete

ALLOWANCES

N/A

UNIT PRICES

N/A

ALTERNATES

N/A

Subcontractor Scope of Work
Exhibit A

New Hanover County Department of Juvenile Justice
Job No. 1858

BP 31A – TURNKEY SITE

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 02 – Structure Demolition 024116
Division 03 – Cast-in-Place Concrete (as it applies to this scope)
Division 12 – Furnishings: 129313 Bicycle racks
Division 31 – Earthwork
Division 32 – Exterior Improvements: 321201 Concrete sidewalks, driveways, gutters,
329201 Seeding and sodding, and landscaping
Division 33 – Utilities
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes but is not limited to:
 - a. Tree-protection fence
 - b. Site and building demolition
 - c. Site Grading
 - d. Underground storm and roof drainage

- e. Surveying for work included in this bid scope, as well as for the building foundation points required by the concrete foundation subcontractor, and including private utility locate for any and all site activities.
- f. Maintenance of erosion control throughout construction
- g. Conduits for site lighting sleeves, if applicable
- h. Complete demolition of the scheduled buildings, including all interior and exterior components. The building slabs, foundations, and other underground components are included as part of this scope.
- i. Recovery of refrigerant from HVAC as required to perform the building demolition is specifically part of this work scope.
- j. Removal and proper disposal of mercury filled thermostat devices, if applicable, is specifically part of this work scope.
- k. The demolition contractor is to assume that nothing other than asbestos-containing items are scheduled to be removed from the building by others (none has been identified to be present). The complete removal of the structure, and all of its contents, are part of this work scope.
- l. All temporary erosion controls & required maintenance including, but not limited to:
- m. The scope of work for landscaping and site accessories includes but is not limited to:
 - i. Fine grading and preparing lawn areas
 - ii. All soil amendments for lawns and grasses and plant materials
 - iii. Fertilizers
 - iv. Seeding, Sod, Hydroseeding
 - v. Exterior plant materials
 - vi. Maintenance as outlined in the specifications
 - vii. Mulch
 - viii. Anti-desiccant & herbicides
 - ix. Landscape edging
 - x. Bike racks and tree grates
 - xi. Pavers in sidewalk areas, as indicated
 - xii. Watering/Irrigation
- n. Scope of work for utilities includes but is not limited to:
 - i. Site Domestic Water to 5' from building
 - ii. Fire line to 1' AFF in sprinkler riser room
 - iii. All valve boxes, meter boxes, hydrants, PIVs, etc. as indicated in contract documents
 - iv. Sanitary Sewer to 5' from building
 - v. All manholes, cleanouts, etc. for sanitary sewer system
 - vi. FDC connection to 1'AFF in sprinkler riser room
 - vii. All site hotboxes, tracer wire, and heating elements in hot boxes
 - viii. All backflow devices on site
 - ix. Surveying for work in this bid scope
- o. Scope of work for remaining sitework includes but is not limited to:
 - i. All site (exterior) concrete sidewalks, ramps, stairs, and metal nosings.
 - ii. Handicap ramps and ADA indicators
 - iii. All exterior pads as required for MEP equipment

- iv. Transformer and generator pads
 - v. Pipe bollards (installation only; furnished by 05A Turnkey steel)
 - vi. Sand base required for capillary fill under the slab on grade. This will be provided to the building concrete sub to spread after underground rough-ins are completed.
 - vii. Soil/Stone backfill and fine grade as required to put concrete work in place
3. Coordinate installation of work in this bid scope with New Hanover County/City of Wilmington requirements. All work shall be in accordance with all City of Wilmington, New Hanover County, NCDOT, OSHA, NCDENR standards and specifications. Notify Construction Manager of any conflicts between specifications and City/County requirements prior to beginning work
 4. Provide all excavation and earthwork in full compliance with OSHA trench and shoring requirements including any temporary shoring, benching, fall protection, egress requirements, etc.
 5. Provide all specified separations between sanitary sewers in relation to water and storm sewers. Notify construction manager immediately if any separations are not possible
 6. Include necessary mobilizations and material and equipment locations as required to facilitate construction progress and/or as directed by Construction Manager
 7. Include the cost for all surveying and staking for work included in this scope. Surveyor shall be a registered surveyor in the state of North Carolina. Final as-built survey of storm water BMPs, utilities, and building foundation/layout survey is included in this survey requirement
 8. Subcontractor shall provide and maintain a construction activity pollution prevention plan. Plan must be submitted to construction manager within 30 days from notice to proceed and documentation of plan execution will need to be submitted to construction manager with monthly pay application. At a minimum, plan shall address inspection and reporting requirements and procedures, construction entrance, surface stabilization, run off control, run off conveyance, outlet protection, inlet protection, sediment tramp installation and maintenance.
 9. Subcontractor is responsible for compliance with underground location requirements as required by law. Contact North Carolina 811 (aka "NC One Call") at least 72 hours prior to construction or excavation by dialing 811.
 10. Provide any traffic control, flagging, signage, or temporary steel plate as required for completion of this scope
 11. Install, maintain, and removal of all erosion control measures per Plans and Specifications through the duration of the project. Include all required inspections, documentation, and maintenance of NCDENR requirements. Self-inspection report ("NCDENR log") for land disturbing activity as required by NCGS 113A-54.1 15A NCAC 04B .0131 self-inspections shall be maintained onsite in Construction Manager's office. Reference Sheet C2.3
 12. Remove temporary erosion control measures with approval from Department of Natural Resources (DENR) inspector
 13. Provide and maintain construction entrance as indicated
 14. Install and maintain concrete washout pit. Include removal as directed by construction manager. See site logistics plan for location

15. Comply with all notes on plans and specifications regarding land disturbing activities. Provide all rough-grading and fine grading activities to within +/- 0.10'. Backfill and compact in accordance with specifications. Provide proof roll of all structural areas including building pad, paving, and fire lane. Coordination with testing agency is included in this bid scope. Soils and Material Testing is by the Owner, however, subcontractor is responsible for any re-testing due to failed tests caused by subcontractor
16. Daily cleanup of debris caused by this work
17. All Dewatering as required for this scope
18. Subcontractor shall include costs to flush out all storm drain lines of any sediment accumulated during construction. Care shall be taken to minimize sediment allowed to enter storm drain through use and maintenance of inlet protection under this bid scope. Notify Construction Manager prior to flushing
19. Complete excavation, bedding course installation, concrete base supports, and backfill per specification
20. Provide open cuts and patches/jack and bore for connection of water/sewer service to existing utility service. Provide tapping sleeve and valve. Coordinate connection with City of Raleigh and Construction Manager
21. Provide all specified separations between sanitary sewers in relation to water and storm sewers. Notify construction manager immediately if any separations are not possible
22. Provide all excavation in full compliance with OSHA trench and shoring requirements including any temporary shoring, benching, fall protection, egress requirements, etc.
23. Provide any traffic control, signage, flagging, or temporary steel plate as required for completion of this scope
24. Provide thrust restraints as specified for all work installed under this bid scope
25. Include concrete pads for any valve boxes, hot boxes, or cleanouts installed under this bid scope
26. Connect to sanitary sewer stub out by plumbing contractor. Coordination with plumbing contractor and locating and tying into stub outs are all included in this bid scope. Coordinate installs with plumbing contractor.
27. Provide detectable marking tape as specified for all work installed under this bid scope
28. Provide temporary metered water connection to Construction Manager Office. Remove temporary water at completion of project or as directed by construction manager. Usage fees paid for by the Construction Manager
29. Include flushing and chlorination of domestic potable water line. Provide bacteria test report for site water line. Extend invitation to construction manager and fire protection contractor to witness flushing of domestic and fire lines. Provide NFPA 24 Certification at completion of site fire line
30. Provide certification for all backflows provided by a representative certified in backflow prevention assembly in the state of North Carolina
31. Include necessary mobilizations and material and equipment locations as required to facilitate construction progress and/or as directed by Construction Manager
32. Furnish and install all rebar/ WWF reinforcing in site concrete including turn down slabs or thickened edges

Subcontractor Scope of Work
Exhibit A

**New Hanover County Department of Juvenile Justice
Job No. 1858**

BP 32A – Fencing and Gates

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information
Division 01 – General Requirements
Division 03 – Cast-in-place Concrete (as it applies to this scope)
Division 32 – 323119 Decorative metal fences and gates
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Scope of work includes but is not limited to:
 - a. Site fencing; see L 1.0
 - b. Removal, storage, and reinstallation of existing decorative fence, including gates, and gate operators of property next door to site. See site logistics plan where fence is indicated in orange.
 - c. Temporary construction fencing & gates. See site logistics plan in green; when decorative fence is removed, install temporary fence with wind screen and construction manager's logo's.

3. Complete installation of work in this bid scope in accordance with all local, state and federal (OSHA) safety regulations and/or requirements
4. Include necessary mobilizations and material and equipment locations as required to facilitate construction progress and/or as directed by Construction Manager
5. Provide all fabrication, delivery, materials, and equipment as required for the Work
6. Subcontractor is responsible for compliance with underground location requirements as required by law. Contact North Carolina 811 (aka "NC One Call") at least 72 hours prior to construction or excavation by dialing 811.
7. Provide any traffic control, flagging, signage as required for completion of this scope
8. Maintain all onsite and off-site roadways free and clear of mud from construction activities. Any mud caused from this trade including any material or equipment deliveries shall be removed immediately
9. Daily cleanup of debris caused by this work
10. Provide all excavation, concrete, and backfill for work in this bid scope
11. Remove all footing spoils, slab excavation spoils, or excess soil material as part of this scope. Surrounding areas shall be raked out smooth and re-seeded if permanent seed has already been installed
12. Wash out all concrete materials in concrete washout location. Maintain washout as needed for removal of concrete materials.
13. Furnish temporary fence per site logistics plan (phase 1) with heavy duty double-drive gates on wheels at all entrances, see section Five. Temporary fence to include screening with CM logos full length. Remove fence and gates as directed by Construction Manager
14. Furnish delegated design for fencing as required by specification
15. Furnish and install all concrete and rebar reinforcing in concrete associated with work including gates, post footings, receivers, etc.
16. Coordinate installation of curb cuts for gate installation
17. Water is anticipated to be available at the site, coordinate requirements with Construction Manager and BP-31A, Turn key site

SPECIFIC EXCLUSIONS

1. Survey and staking under BP-31A

ALLOWANCES

N/A

UNIT PRICES

N/A

ALTERNATES

N/A

SECTION 5 SCHEDULE & LOGISTICS PLAN

SITE LOGISTICS PLAN

BID-BASIS PROPOSED BASELINE SCHEDULE – (ISSUED VIA CM CLARIFICATION)

Chestnut St

N 4th Street

OFFICE

Materials
Staging/Crane Pad

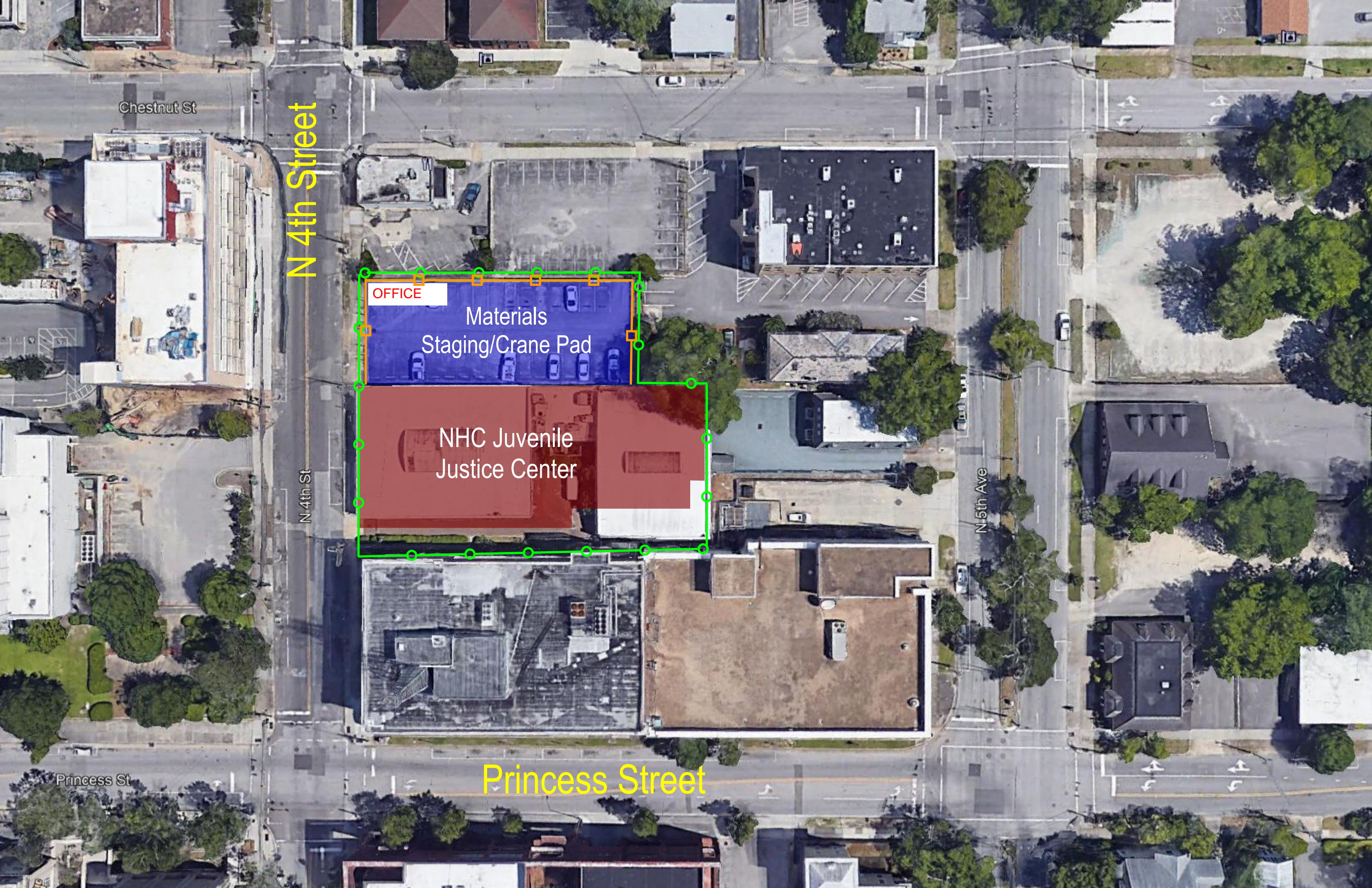
NHC Juvenile
Justice Center

N 4th St

N 5th Ave

Princess Street

Princess St



SECTION 6 SUBCONTRACT DOCUMENTS

SAMPLE INTENT TO AWARD LETTER

SAMPLE SUBCONTRACT AGREEMENT

SAMPLE PURCHASE ORDER (BP-13 PRE-FABRICATED CELLS ONLY)

FORM OF PAYMENT BOND (FOR APPLICABLE SCOPES ONLY)

FORM OF PERFORMANCE BOND (FOR APPLICABLE SCOPES ONLY)

DATE

Subcontractor Name
Address
City, State, ZIP

Reference: New Hanover County New DJJ Facility
138 North 4th Street
Wilmington, NC 28401
Job No. 1858
Letter of Intent

It is our intent to issue a [subcontract or purchase order](#) to your company for the [XXXXXXXXXXXX](#) work on the above referenced project, as outlined on the following page and subject to receipt of a signed contract between the Owner and Bordeaux Construction Company, Inc. Please return this Letter of Intent and begin your submittal process immediately. You will also need to provide a Certificate of Insurance with coverage as outlined on the last page before you begin work on site. In order to expedite the process, both the Letter of Intent and the Certificate of Insurance may be sent via email rachel@bordeauxconstruction.com and followed up by the originals.

If you have any questions, or if you need additional information, please don't hesitate to give me a call. We look forward to working with you on this project.

Sincerely,

BORDEAUX CONSTRUCTION COMPANY, INC.

Ben Warren

Attachments

Accepted by:

Subcontractor's Signature

Printed Name and Title

Date

Sent via email only (3 pages)

Subcontractor Scope of Work
Exhibit A

New Hanover County New DJJ Facility
Job No. 1858

Subcontractor LEGAL Name

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information 5/21/2019
Division 01 – General Requirements
Division XX – Template
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Requirement 2
3. Requirement 3

SPECIFIC EXCLUSIONS

1. Exclusion 1

ALLOWANCES

1. Allowance 1
2. Allowance 2
3. Allowance 1

ALTERNATES

Alternate No. G-1

Alternate No. G-2

UNIT PRICES

UP-1	<i>(Brief Description)</i>	<u>(Unit)</u>	Unit Price (\$)	_____
UP-2	<i>(Brief Description)</i>	<u>(Unit)</u>	Unit Price (\$)	_____
UP-3	<i>(Brief Description)</i>	<u>(Unit)</u>	Unit Price (\$)	_____
UP-4	<i>(Brief Description)</i>	<u>(Unit)</u>	Unit Price (\$)	_____
UP-5	<i>(Brief Description)</i>	<u>(Unit)</u>	Unit Price (\$)	_____

May 24, 2019

«SubcontractorNam»
«Address1»
«Address2»
«City», «State» «ZipCode»

**Reference: New Hanover County New DJJ Facility
138 North 4th Street
Wilmington, NC 28401**

Congratulations on award of the **SCOPE** contract for **New Hanover County New DJJ Facility!** All project documents are available for download through Procure.

- Please sign **both** copies of the Subcontract Agreement and return **BOTH** with Insurance Certificates and/or Bonds, as applicable, within fourteen (14) days. A fully executed copy will be returned for your files.
- Please use the enclosed Application for Payment (Exhibit D) when submitting your request for payment. All requests for payment must be in our office on/or before the **15th** day of the month for which payment request is made. Payment request cutoff is the 20th. **Do not project to the end of the month.** Please forward schedule of values with the signed Subcontract Agreement. You may email a copy of pay application to accounting@bordeauxconstruction.com. A hard copy will be required for release of payment.
- Please prepare all submittals using the enclosed form (Exhibit E) and return an electronic copy for review and approval prior to starting any work activity. A copy of the job progress schedule will be posted at the Field Office at all times and you are responsible for advising us of any adverse effect that your work will have on the total job progress or that of other trades. All submittals must be submitted through Procure.
- Please complete and return Exhibit F, List of Second Tier Subcontractors/Suppliers with the signed Subcontract Agreement.
- If not already submitted, please complete and return Exhibit H, Subcontractor/Supplier Information sheet and returned with the signed Subcontract Agreement.
- All employees are required to wear a hard hat, safety glasses, and a vest (or high visibility shirt) at all times.

Listed below are the key personnel who have been assigned to this contract:

Project Manager	Ben Warren	ben@bordeauxconstruction.com	P: 919.358.0626
Superintendent	Ben Brisson	ben.b@bordeauxconstruction.com	P: 910.991.1777
Project Admin	Rachel Sayre	rachel@bordeauxconstruction.com	P: 919.220.1141

If you have any questions regarding this contract, please contact one of the above personnel or the undersigned. We look forward to a successful project.

Sincerely,

Bordeaux Construction Company

Ben Warren
Vice President



SUBCONTRACT AGREEMENT

between

Bordeaux Construction Company
Contractor

and

SUBCONTRACTOR
Subcontractor

for

New Hanover County New DJJ Facility
Job No. 1858

SUBCONTRACT AGREEMENT TABLE OF CONTENTS

1. Subcontractor Work	Pg. 1	16. Inspections and Testing	Pg. 6
2. Contract	Pg. 1	17. Warranties	Pg. 6
3. Subcontract Documents	Pg. 2	18. Damages and Correction of Subcontract Work	Pg. 6
4. Subcontract Sum and Payment	Pg. 2	19. Patent Indemnity	Pg. 6
5. Final Payment	Pg. 3	20. Insurance	Pg. 6
6. Subcontract Completion Date/Performance Period	Pg. 3	21. Liability and Indemnification	Pg. 7
7. Labor Disputes	Pg. 4	22. Bonds	Pg. 7
8. Permits and Licenses	Pg. 4	23. Termination and Default	Pg. 7
9. Workmanship	Pg. 4	24. Compliance with Law	Pg. 7
10. Property and Proprietary Information	Pg. 4	25. Work Rules, Daily Reports and Safety	Pg. 7
11. Changes	Pg. 4	26. Equal Opportunity Statement	Pg. 8
12. Notice of Claims for Additional Cost	Pg. 4	27. Assignments and Subcontractors	Pg. 8
13. Adjustments in Subcontract Amount	Pg. 5	28. General Provisions	Pg. 8
14. Claims and Disputes	Pg. 5	29. Notices	Pg. 8
15. Inconsistencies, Omissions and Submittals	Pg. 5		

SCHEDULE OF EXHIBITS

Exhibit A	Subcontractor Scope of Work
Exhibit B	Bid Package BP-01 General Inclusions
Exhibit C	Document List
Exhibit D	Application for Payment Form
Exhibit E	Submittal Form
Exhibit F	Second Tier Subcontractors and Suppliers
Exhibit G	Insurance Requirements
Exhibit H	Subcontractor/Supplier Information Sheet
Exhibit I	Sample RFI Form
Exhibit J	Change Proposal Request Form
Exhibit K	BCC Standard Safety Requirements
Exhibit L	Not Used
Exhibit M	Virtual Construction Requirements

TO BE RETURNED WITH EXECUTED SUBCONTRACT:

Exhibit G	Insurances and/or Bonds as Applicable
Exhibit F	Second Tier Subcontractors and Suppliers
Exhibit H	Subcontractor/Supplier Information Sheet



Subcontract Agreement

Date: **May 24, 2019**

This Subcontract is effective on the above date, and must be signed by Subcontractor and returned to Bordeaux Construction Company, Inc. within fourteen (14) days of Subcontract Date. If executed Subcontract is not received by Bordeaux Construction Company, Inc. within thirty (30) days of Subcontract Date, it is DEEMED ACCEPTED by the Subcontractor.

Awarded By: **Bordeaux Construction Company, Inc.**
135 E. Martin St., #101
Raleigh, NC 27601
Ph.: (919) 220-1141, Fax: (919) 220-1147

Awarded To: **Subcontractor Name ("the Subcontractor")**
Address
City State Zip Code
Ph.:

Project: **New Hanover County New DJJ Facility ("the Project")**
138 North 4th Street
Wilmington, NC 28401
Job No. 1858

Architect: **Moseley Architects ("the Architect")**
11430 North Community House Road, Suite 225
Charlotte, NC 28277

Owner: **New Hanover County ("the Owner")**
200 Division Drive
Wilmington, NC 28401

Subcontract No:

Vendor No:

Bid Package:

Subcontract Amount: **dollars (\$ Dollar Amount)**

Retainage Amount: **XX%**

Subcontractor Billing Cost Code: **COSTCODE**

Performance and Payment Bond Required: **«BOND»**

Project Completion Date: **XX Calendar Days from NTP to Substantial Completion**

Subcontractor Completion Date: **as scheduled by Bordeaux Construction Company**

Bordeaux Construction Company, Inc. (hereinafter referred to as "BCC") and Subcontractor, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby agree as follows:

1. SUBCONTRACT WORK

(A) The Subcontractor shall furnish all of the labor, materials, plant, equipment, supplies, services, and other items (including but not limited to competent supervision, shop drawings, samples, tools, protection, hoisting and scaffolding) as necessary for the proper performance of the Subcontract Work, as set forth in Exhibit A and Exhibit B, attached hereto.

(B) In performing any services hereunder, the Subcontractor is, and undertakes performance thereof as, an independent contractor, with sole responsibility for all persons employed in connection therewith, including without limitation exclusive liability for the payment of all federal, state and local unemployment and disability insurance and all social security and/or other taxes and contributions payable with respect of such persons.

2. CONTRACT

BCC's contract with the Owner (the "General Contract") is incorporated by reference and made a part of the Subcontract. Except as modified herein, Subcontractor assumes the same obligations to BCC under the Subcontract that BCC assumes to the Owner with respect to the Subcontract Work. The language of applicable clauses from the General Contract shall be construed to express the BCC /Subcontractor relationship. Time limitations set forth in such provisions will be shortened as necessary to provide BCC time to meet its obligations. In the event of a conflict between any such provisions and the Subcontract, the terms and conditions of the Subcontract shall govern. The Subcontractor also acknowledges that it has made a site visit to review conditions that may relate to the performance of the Subcontract Work, has incorporated such knowledge into its price for the Subcontract Work, and that it has reviewed the General Contract, the Drawings and Specifications and Amendments as enumerated in Exhibit C as they relate to other work which may interface with the Subcontract Work.



This Subcontract award is contingent upon receipt of a signed contractual Agreement between the Owner and BCC. In the event BCC does not receive a contract from the Owner, then this Subcontract shall become null and void with no obligation on the part of either party.

3. SUBCONTRACT DOCUMENTS

(A) The Subcontract Documents consist of this Subcontract Agreement (including Exhibits), the General Contract including any general, special and supplementary conditions, the Bid Manual (if applicable), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of any of these documents.

(B) In the event that a conformed set, CAD Files, BIM model, or any other supplemental drawings or specifications are issued which incorporates pre-contract changes including addendum, CM Clarifications, accepted alternates, value engineering, and any post bid negotiations, Subcontractor acknowledges that the conformed set is for information only and in the event of a discrepancy between the Subcontract Documents and the Conformed Set, the Subcontract Documents set shall take precedence as the basis of the Subcontract Work.

(C) In the event of a discrepancy among any of the Subcontract Documents, the provision imposing the more demanding term, condition, duty or standard of performance or the greater limitation on the nature and type of relief or damages allowed to Subcontractor shall control. However, should the General Contract contain an Order of Precedence Clause, such clause shall govern the interpretation of the General Contract.

(D) BCC will provide the Subcontractor with plans and specifications electronically via *Procore*. Additional sets shall be obtained at the Subcontractor's expense.

4. SUBCONTRACT SUM AND PAYMENT

(A) BCC shall pay the Subcontractor for the Subcontract Work, the "Subcontract Amount."

(B) BCC shall pay progress payments to Subcontractor on the schedule provided by the General Contract. Such progress payments shall be made within seven (7) days of receipt of payment from the Owner, out of the amount paid to BCC on account of Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. Such progress payments shall reflect percentages retained at the rate set forth on page 1 of this Agreement, or otherwise actually retained from payment to BCC on account of Subcontractor's portion of the Work. Subcontractor shall make payments to its subcontractors in the same manner.

(C) Subcontractor shall submit for approval within FOURTEEN (14) CALENDAR DAYS of issuance of this Agreement and prior to any payment being made, a Schedule of Values with respective quantities. The referenced Schedule of Values shall allocate the Subcontract Amount among the various portions of the Subcontract Work and be prepared in such form and supported by such data to substantiate its accuracy as BCC may require. *The Schedule of Values must include a line item equal to 2.5% of the Subcontract Amount for Close-out documents as outlined in section (G) below. The Subcontractor may not receive payment for this scheduled value until all Close-out documents have been received and approved.* At the discretion of BCC, sample warranties and close out documents may be submitted in lieu of the final closeout documents.

(D) BCC obligation to pay the Subcontract Amount is executory and conditional upon Subcontractor's compliance with this Agreement, and Subcontractor's completion of work. It is further expressly agreed and intended by the parties hereto that payment by the Owner to BCC is an absolute condition precedent to any obligation by BCC to make payment to the Subcontractor of all or any portion of the Subcontract Work to be performed by Subcontractor under the Agreement. BCC reserves the sole discretion to make payment to Subcontractor before it receives payment from the Owner, and such payment shall not constitute a waiver of any provision enumerated in this Agreement. No progress payments made under this Agreement shall be conclusive evidence of the performance of this Agreement either in whole or in part, and no such payment shall be construed to be an acceptance of defective Subcontract Work or improper materials. ALL MONTHLY BILLINGS MUST BE SUBMITTED ON THE SUBCONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT (EXHIBIT D ATTACHED HERETO) BY THE **15TH DAY** OF EACH MONTH, with costs projected through the 20th Day of the month. Payment applications received in a timely manner will be paid promptly after receipt by BCC of payment from the Owner, less any deductions for improperly or untimely performed work or for work performed by BCC for the Subcontractor's account.

(E) If at any time there shall be evidence of a lien or claim for which is chargeable to Subcontractor, or which, if established, might render BCC or the Owner liable to the claimant, or if Subcontractor shall incur any liability to

BCC, or if BCC shall have any claim or demand against Subcontractor of any kind or for any reason, whether or not reduced to judgment or award, BCC shall have the right to retain out of any payment due, or to become due under this Agreement or any other agreement between BCC and the Subcontractor, an amount sufficient to indemnify BCC and Owner against such lien or claim, or to fully satisfy such liability, claim or demand. BCC shall also be entitled to charge against or deduct from any such payment all costs of defense or collection with respect thereto, including reasonable attorneys' fees. Should any claim or lien develop after all payments are made hereunder, the Subcontractor shall refund to BCC within TEN (10) DAYS of demand all monies that the latter may be compelled to pay in discharging such claims or liens and all costs, including reasonable attorneys' fees incurred in collecting said monies from Subcontractor.

(F) Subcontractor shall pay for all materials and labor used in connection with the performance of this Agreement through the period covered by previous payments made by BCC to Subcontractor, and shall furnish satisfactory evidence, when requested by BCC, to verify compliance with this requirement, including, but not limited to providing BCC with a list of suppliers and vendors with contact information. Subcontractor further agrees that prior to payment it must provide BCC: (a) an executed Subcontractor Application and Certificate for Payment (Exhibit D attached hereto); and (b) an executed waiver and release of lien and/or bond rights.

(G) BCC shall have the right at all times to contact the Subcontractor's subcontractors and suppliers to insure that they are being paid in accordance with the terms of this Subcontract and the terms of their agreements with the Subcontractor for labor or materials furnished for use in performing the Subcontract Work. The Subcontractor agrees that BCC may, at any time, make payments due to the Subcontractor by checks jointly payable to Subcontractor and one more of the Subcontractor's subcontractors or suppliers.



(H) Final Payment is subject to BCC prior receipt from Subcontractor of all as-built drawings, certifications, maintenance manuals, operating instructions, written guarantees, warranties and bonds relating to the Subcontract Work, all as required by the Subcontract Documents.

(I) Acceptance of Final Payment by Subcontractor shall constitute a full waiver and release by Subcontractor of all claims against BCC or Owner arising out of or relating to the Subcontract Agreement.

5. FINAL PAYMENT

(A) Upon acceptance of the Subcontract Work by BCC and Owner, and upon the Subcontractor's furnishing evidence of fulfillment of the Subcontractor's obligations in accordance with the Subcontract Documents, BCC shall process the Subcontractor's application for Final Payment. The Subcontractor shall submit to BCC: (i) A Final Lien Waiver and Release; (ii) Consent of surety to final payment, if required; (iii) Written notification that all Close-out Procedures have been completed, including but not limited to as-built drawings, O & M manuals, equipment, training, extra material stock, and warranty certificates; and, (iv) Other substantiation and certification as required by BCC or the Owner.

(B) Final Payment shall constitute a waiver of all claims by the Subcontractor arising out of or relating to the Subcontract Work, but shall in no way relieve the Subcontractor of liability for the obligation to warrant and guarantee the Subcontract Work, and for faulty or defective work appearing after Final Payment.

6. SUBCONTRACT COMPLETION DATE AND PERFORMANCE PERIOD

(A) Subcontractor shall complete all Subcontract Work by the Subcontract Completion Date or within the Performance Period as applicable. For the purpose of the Contract, Performance Period shall mean the time as indicated on the project schedule. By executing the Contract, the Subcontractor agrees to the sequence, and duration, including any concurrent activities as well as the feasibility and constructability of the Performance Period. In the event that a Project Schedule is either not required or not completed, the Performance Period shall mean as scheduled by BCC. TIME IS OF THE ESSENCE FOR THE COMPLETION OF THE SUBCONTRACTOR'S OBLIGATIONS UNDER THIS SUBCONTRACT. The Subcontractor shall coordinate all work with BCC to assure timely completion of the Subcontract Work, and so as not to impact timely completion of the Project. Any extensions to the Subcontract Completion Date or changes to the Performance Period must be in writing and signed by BCC. If BCC is assessed liquidated damages for any failure to timely complete the Subcontract Work, then BCC shall also assess such liquidated damages to Subcontractor. Should Subcontractor fail or neglect to complete all or any part of the Subcontract Work in the times specified, or so fail to make progress as to endanger performance, or otherwise delay BCC by reason of Subcontractor's, or any of its subcontractor's or supplier's, failure or neglect at any tier to perform its obligations, such shall be considered a default by Subcontractor.

(B) The Subcontractor shall cooperate with BCC in planning, scheduling and performing work hereunder in coordination with BCC's schedule and the scheduling of other trades and subcontractors on the Project. The Subcontractor shall furnish in good time, sufficient labor, material, plant equipment, supplies, tools and other items, and shall work such hours, including night shifts and overtime, as may be necessary to insure the prosecution of the Subcontract Work as scheduled.

(C) Subcontractor shall, within 14 days of issuance of this agreement, or issuance of a letter of intent, submit a Subcontract Progress Schedule for the Subcontract Work in a format acceptable to BCC. This schedule shall include activity descriptions and durations in working days, for shop drawings, fabrication, delivery and installation of products, materials and equipment, identify precedent relationships between the contractor's activities and those of other contractors, the dollar value, necessary manpower loadings, and precedent activities from other Contracts. The activities on the schedule must be at a level of detail approved by BCC and agree with the terminology and building sequencing established by BCC. BCC will compile all Subcontractors' schedules and develop a Project Master Construction Schedule. Once generally agreed upon by all Subcontractors, this schedule will become the project plan for construction.

(D) BCC shall periodically update the project master construction schedule and display same at the job site. Each Subcontractor will be responsible to be familiar with the schedule and how it will affect or modify their operations, including their coordination with the activities of other Subcontractors. Minor changes in sequencing, durations and phasing are to be expected with each project update. These changes will be made at no additional cost.

(E) If it is apparent a Subcontractor is unable to perform their work in the sequence indicated or the time allotted, said Subcontractor must notify BCC within five (5) calendar days after publication of the project master construction schedule. Subcontractors schedule of activities may be re-sequenced, and the schedule adjusted, provided all work is completed within the stated milestone dates and if BCC and affected Subcontractors are notified of the change within five (5) calendar days of receipt of the schedule; otherwise, the project master construction schedule shall be deemed accepted by all parties and becomes a contractual requirement for each Subcontractor.

(F) If the Subcontractor wishes to make a claim for increase in the Subcontract Completion Date or changes in the Performance Period, it shall give BCC written notices thereof within THREE (3) CALENDAR DAYS after both the occurrence of, and the conclusion of, the event giving rise to such claim for time, or within the time period required by the General Contract, whichever is shorter. These notices shall be given by the Subcontractor before proceeding to execute the work necessitating a request for extension of time, except in an emergency endangering life or property. No claim for an increase in the Subcontract Completion Date or changes in the Performance Period shall be valid unless so made, and any change in the Subcontract Completion Date or changes in the Performance Period resulting from such claim shall not be valid unless authorized by a written Change Order.

(G) If the Subcontract Work is substantially delayed, accelerated, or disrupted without the fault or responsibility of the Subcontractor, then the time for the Subcontract Work shall be revised to the extent obtained by BCC under the General Contract and the Subcontract Completion Date and Performance Period shall be revised accordingly. BCC shall not be liable to the Subcontractor for any damages or additional compensation as a consequence of delay, acceleration or disruption caused by any person not a party to this Subcontract unless BCC has first recovered the same on behalf of the Subcontractor from said person. Apart from recovery from said person, the Subcontractor's sole and exclusive remedy for delay, acceleration or disruption shall be an extension in the time for performance of the Subcontract Work.



(H) If, in the opinion of BCC, the Subcontractor is behind schedule and is so notified by BCC in writing, said Subcontractor will be required to furnish to BCC a short interval schedule of their work showing location, number of men and crew required to get back on the agreed upon master construction schedule. If the Subcontractor fails to maintain and meet the short interval schedule submitted to BCC, BCC reserves the right to take whatever steps necessary to bring the work in compliance with the master construction schedule at the Subcontractor's expense. The Subcontractor shall employ such means as overtime work, multiple work shifts, and additional equipment, without additional compensation and shall continue to do so until the progress of the work is, in the opinion of BCC, in conformance with the master construction schedule.

(I) If, in the opinion of BCC, the Subcontractor fails to make sufficient progress accomplishing the Work in the time required by the Subcontract Documents, BCC may, 48 hours from furnishing written notice to the Subcontractor of such failure to timely perform the work, supplement the Subcontractor's work force and charge the cost of additional labor, equipment and materials to the Subcontractor. Should it become necessary for BCC to employ counsel or to take legal action to enforce the obligation of the Subcontractor, or should BCC become involved in litigation arising out of or relating to any part of the Subcontract Work, the Subcontractor shall pay BCC attorney's fees in addition to actual costs and damages.

7. LABOR DISPUTES

Whenever an actual or potential labor dispute delays or threatens to delay the performance of the Subcontract Work, the Subcontractor shall immediately give notice thereof to BCC. Such notice shall be confirmed in writing and shall contain all information relevant to the dispute.

8. PERMITS AND LICENSES

The Subcontractor shall inform itself in detail of all permits, licensing and tax requirements pertaining to the Subcontract Work. Unless otherwise stated in the Subcontract, the Subcontractor shall secure and pay for all permits and governmental fees, taxes, licenses and inspections necessary for the proper execution and completion of the Subcontract Work. Subcontractor shall hold a valid contractor's license in the jurisdiction in which the work is performed.

9. WORKMANSHIP

The Subcontractor shall at all times perform the Subcontract Work in a professional and workmanlike manner, in strict accordance with the terms of the Subcontract, and in keeping with the highest industry standards then prevailing for the performance of similar work. The Subcontractor shall employ proper, adequate and experienced supervision and only properly trained and qualified craftsmen, and shall assign work in conformity with established craft classifications at the job site as determined by BCC. The Subcontractor shall remove from the site of the work any supervision, craftsman or employee considered unsatisfactory by BCC. All lower tier subcontractors of the Subcontractor must be approved by BCC, which approval shall not in any way diminish the responsibility of the Subcontractor to comply with the terms of the Subcontract. The Subcontractor will cooperate and coordinate the Subcontract Work with all other trades and other subcontractors.

10. PROPERTY AND PROPRIETARY INFORMATION

(A) Any property furnished by BCC or Owner shall remain the property of BCC or the Owner, as applicable, and Subcontractor shall bear the risk of loss of and damage to such property, normal wear and tear excepted. BCC and the Owner shall have the right to enter Subcontractor's premises at all reasonable times to inspect such property and Subcontractor's records with respect thereto. Said property shall be relinquished back to its owner at the scheduled time, or upon demand.

(B) This Subcontract, as well as all information contained in documents, including drawings, specifications and schedules, received from BCC in connection with the Subcontract, are confidential and the property of BCC or the Owner, and such information shall not be transmitted, reproduced, used or disclosed by Subcontractor, except as necessary for the performance of the Subcontract Work, without prior written approval by BCC.

11. CHANGES

(A) BCC may at any time by written Change Order make changes to the Subcontract without notice to the sureties, including but not limited to, the Subcontract Work, Subcontract Completion Date or Performance Period. BCC may direct the Subcontractor to perform changes to the Subcontract Work under the same terms and conditions as BCC may be required to perform such work under the Changes Clause or any other provision of the General Contract. If any Change Order causes an increase or decrease in the cost of, or the time required for the Subcontract Work, an equitable adjustment to the Subcontract will be negotiated. BCC shall not be liable for any damages as a consequence of delay, acceleration or disruption. Subcontractor's exclusive remedy for delay, acceleration and disruption shall be an extension of the Subcontract Completion Date or Performance Period, unless such delay, acceleration or disruption damages are recovered from the Owner or other responsible person not a party to this Subcontract. Any claim by Subcontractor for any adjustment under this clause must be asserted in writing within TEN (10) CALENDAR DAYS from receipt of the Change Order. Nothing herein shall excuse Subcontractor from proceeding diligently with performance of the Subcontract Work, as changed by BCC.

(B) Subcontractor shall respond in writing in accordance with the time set forth in the Request for Proposal, but in no event more than ten (10) working days after any requests for proposal issued by BCC. Should the Subcontractor fail to respond within this time period, BCC may submit an estimate to the Owner (on the Subcontractor's behalf) for the Subcontractor's total cost and time impact related to the proposed change. The extent to which the Subcontractor is entitled to relief for the change shall be no greater than that which the Contractor receives from the Owner on the Subcontractor's behalf.

12. NOTICE OF CLAIMS FOR ADDITIONAL COST

If the Subcontractor wishes to make a claim for increase in the Subcontract Sum, it shall ensure that BCC receives written notice thereof within TEN (10) CALENDAR DAYS after the occurrence of the event giving rise to such claim, or within the time period required by the General Contract, whichever is shorter. This notice shall be given by the Subcontractor before proceeding to execute the work, except in an emergency endangering life or property. No claim for additional costs shall be valid unless so made, and any change in the Subcontract Sum resulting from such claim shall not be valid unless authorized by a written Change Order.

13. ADJUSTMENTS IN SUBCONTRACT AMOUNT



(A) If a Subcontract Change Order requires an adjustment in the Subcontract Amount, the adjustment shall be established by BCC acceptance of an itemized lump sum; by unit prices as indicated in the Subcontract or as subsequently agreed to by the parties; by costs determined in a manner acceptable to the parties with a mutually acceptable fixed or percentage fee; or by such other method as may otherwise be provided in the Subcontract Documents.

(B) If the Subcontractor does not respond promptly or disputes the method of adjustment, the method and the adjustment shall be determined by BCC on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Subcontract Amount, an allowance of 10% for overhead and profit. The Subcontractor shall maintain for BCC review and approval an appropriately itemized and substantiated account of labor costs (including fringe benefits), costs of materials, supplies and equipment, bond and insurance premiums, permit fees and taxes, and costs of additional supervision and field office personnel necessitated by the change.

14. CLAIMS AND DISPUTES

(A) With respect to any extra, claim or dispute for which the Owner is or may be liable, in whole or in part, the Subcontractor will prepare and submit to BCC, appropriate notices of its claim(s) and its final claim(s) at least five business days before any applicable deadline for providing notice of a claim or a claim to the Owner as required by the General Contract. For any such extra, claim or dispute, the Subcontractor will comply with the claims procedures (including any rates specified therein) in the General Contract. Subcontractor shall also clearly notify BCC, in writing of any actual or potential deadlines for submittal of Subcontractor's notice or claim to the Owner at the time of submission to BCC. BCC, will cooperate with the Subcontractor in presenting such notices and claim to the Owner and will pay to Subcontractor (subject to any applicable set-off) any amounts recovered for Subcontractor on such claim. The Subcontractor agrees that it will bear all costs, including legal fees, necessary to pursue such a claim against the Owner. The Subcontractor agrees that it will not pursue any extra, claim or dispute against BCC for amounts that should be justly paid by Owner, and the Subcontractor further agrees that it is required to await the resolution of all administrative claims procedures and other dispute resolution procedures required by the General Contract prior to asserting a claim against BCC for any such matters. If allowed by the General Contract or applicable rules and procedures, Subcontractor will be made a party to any applicable dispute resolution between the Owner and BCC. The Subcontractor will be bound by the outcome of any such dispute resolution proceedings whether or not Subcontractor is allowed to be included as a party thereto. The amount recovered (if any) from Owner for Subcontractor shall constitute the exclusive remedy and full and final amount due Subcontractor for any such extra or claim. If a claim against the Owner is procedurally barred due to Subcontractor's failure to timely submit notice of a claim or its claim to BCC or to otherwise follow the General Contract claim procedures, then Subcontractor's claim shall be deemed waived by Subcontractor and Subcontractor shall recover no additional compensation therefore.

(B) Any extra, claim or dispute solely between BCC and the Subcontractor not resolved by direct discussion shall be submitted first to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The parties shall select the mediator within fifteen (15) Days of the request for mediation. Engaging in mediation is a condition precedent to arbitration. Except as to any extra, claim or dispute governed by (A) above, any extra, dispute or claim arising out of this Subcontract or relating to the dealings and transactions between the parties as a result of this Subcontract, including any contract, tort, or statutory claims between the parties, shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules then in effect. As part of the arbitration proceedings, the arbitrator(s) shall have the discretion and full authority (but not an obligation) to award reasonable attorneys' fees in favor of the party the arbitrator(s) deem to be the prevailing party. Since this Subcontract touches and concerns interstate commerce, this arbitration clause shall be governed by the Federal Arbitration Act. A judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration hearing shall be conducted in or around Durham, North Carolina.

If BCC, asserts that any dispute with Subcontractor is governed by subparagraph (A) above, any arbitration proceedings between BCC, and Subcontractor shall be stayed pending a final resolution of any claim submitted to Owner on Subcontractor's behalf.

(C) Subcontractor shall proceed diligently with the Subcontract Work pending resolution of any dispute(s).

(D) If not earlier barred by other provisions in this Subcontract or the General Contract, any claim(s) by the Subcontractor shall be waived if not pursued within one year from the date when the claim arose.

15. INCONSISTENCIES, OMISSIONS AND SUBMITTALS

(A) Should inconsistencies or omissions appear in the Subcontract Documents; it shall be the duty of the Subcontractor to notify BCC in writing within THREE (3) WORKING DAYS of the discovery by the Subcontractor. Upon receipt of such notice, BCC shall instruct the Subcontractor as to the measures to be taken and the Subcontractor shall comply with BCC instructions.

(B) The Subcontractor shall assure that its shop drawings, samples and other submittals strictly conform to the Subcontract Documents. Subcontractor shall provide ALL submittals, including, but not limited to product samples and shop drawings, to BCC within TWENTY (20) CALENDAR DAYS OF RECEIPT OF THIS SUBCONTRACT, or such earlier time required by BCC to meet the Project Schedule. Submittals shall be provided in the quantity required by BCC, and shall be furnished in accordance with BCC's Standard Submittal Form attached hereto as Exhibit E. The approval of any Subcontractor submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Subcontract Documents unless express written approval is obtained from BCC authorizing such deviation, substitution or change.

(C) Immediately upon award of the Subcontract, Subcontractor shall furnish BCC in writing the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. Such submission shall be on BCC's standard form Subcontractor List of Subcontractors and Suppliers, attached hereto as Exhibit F, and Subcontractor/Supplier Information Sheet, attached hereto as Exhibit H. BCC will reply to the Subcontractor in writing stating whether it has reasonable objection to any such proposed person or entity. Subcontractor shall not contract with a proposed person or entity to which BCC has made reasonable and timely objection. If BCC has reasonable objection to a person or entity proposed by the Subcontractor, the Subcontractor shall propose another to whom BCC has no reasonable objection.



(D) Prior to the commencement of the Subcontract Work, Subcontractor shall examine the existing conditions of the jobsite, including, but not limited to adjacent in-place work. If Subcontractor concludes that existing jobsite conditions are unacceptable or will hinder Subcontractor's ability to perform the Subcontract work, it must immediately notify BCC in writing of the examination. If notice is not properly made, Subcontractor waives any and all claims it may have arising out of or related to existing jobsite conditions.

16. INSPECTIONS AND TESTING

The Subcontractor shall schedule all required tests, approvals and inspections of the Subcontract Work at appropriate times so as not to delay the progress of the work. The Subcontractor shall give proper written notice to all required parties of such tests, approvals and inspections. The Subcontractor shall bear all expenses associated with tests, inspections and approvals required of the Subcontractor by the Subcontract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity approved by BCC and Owner. Required certificates of testing, approval or inspection shall, unless otherwise required by the Subcontract Documents, be secured by the Subcontractor and promptly delivered to BCC.

17. WARRANTIES

The Subcontractor shall give the warranties called for in the General Contract for the time periods designated therein. In addition, Subcontractor warrants that all Subcontract Work shall: (a) be free from faults and defects in workmanship and materials, (b) be new and of specified commercial quality, (c) be suitable for the purpose intended, (d) be of merchantable quality, (e) if of Subcontractor's design, meet all performance requirements and be free from defects in design; and, (f) conform to the requirements of the Subcontract. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. All warranties shall run for the time required by the General Contract or ONE (1) YEAR from the final acceptance of the completed Project by the Owner, whichever is longer. All guarantees and warranties, expressed or implied, shall inure to the benefit of BCC. Any extended warranty in excess of one year shall be for the direct benefit of the Owner. Furthermore, BCC shall not be deemed to have accepted any Subcontract Work until the Owner has finally accepted it. BCC may at any time during the warranty period require the Subcontractor to remedy by repair, correction, or replacement, without cost to BCC, any of the Subcontract Work that fails to comply with the Subcontract, including the foregoing warranties, regardless of the cause. Subcontractor shall also repair, correct or replace any other work that is damaged or otherwise affected by Subcontractor's defective, faulty or non-conforming work, and shall be liable for any consequential damages caused thereby.

18. DAMAGES AND CORRECTION OF SUBCONTRACT WORK

(A) The Subcontractor shall be liable to BCC for any damages, actual or liquidated, which BCC may sustain as a result of failure or delay by the Subcontractor in the performance of the Subcontract Work as scheduled. The Subcontractor shall be liable to BCC for all direct and indirect costs, including increased overhead and supervision costs, caused by any delays due to Subcontractor's work and/or progress. **SUBCONTRACTOR SHALL BE LIABLE TO BCC FOR ALL LIQUIDATED DAMAGES ASSESSED BY OWNER AND/OR ALL OTHER DAMAGES OR DEDUCTIONS CHARGED BY OWNER OR OTHERS FOR DELAYS CAUSED BY SUBCONTRACTOR.** In addition to the foregoing, the Subcontractor shall also be liable to BCC for all incidental and consequential damages incurred by BCC in addition thereto, specifically including extended jobsite and home office overhead costs incurred by BCC. If project delays are caused by several persons or factors, then responsibility for such delays and any resulting cost overruns and damages shall be apportioned by BCC and paid by all responsible parties.

(B) If any Subcontract Work proves defective or deficient, such defects or deficiencies shall, as required by BCC, be corrected and repaired by the Subcontractor, at the Subcontractor's expense, to the satisfaction of BCC. If the Subcontractor's correction or removal of Subcontract Work destroys or damages completed or partially completed work of the Owner, BCC or any other contractor or subcontractor, the Subcontractor shall be responsible for the cost of correcting such destroyed or damaged construction. If, after 48 hours from receipt of written notice to correct defective or deficient work, the Subcontractor fails to proceed promptly with any such repairs or corrections as directed by BCC, or BCC determines that the Subcontractor has failed to demonstrate that the Subcontractor is capable of making satisfactory repairs or corrections, such repairs and corrections may be accomplished by BCC at the Subcontractor's expense. Should it become necessary for BCC to employ counsel, or to take legal action to enforce the obligation of the Subcontractor, or should BCC become involved in litigation arising out of or relating to any part of the Subcontract Work, the Subcontractor shall pay BCC attorney's fees in addition to actual costs and damages.

19. PATENT INDEMNITY

Subcontractor shall to the fullest extent permitted by law defend, indemnify and hold harmless BCC, its officers, agents, employees, and indemnities from and against any and all claims, losses, suits, damages, legal and otherwise in any way, arising out of or relating to any claim, action or proceeding for infringement of any patent or any trademark relating to or arising out of the Subcontract Work, or out of the use or disposal of the Subcontract Work.

20. INSURANCE

(A) The Subcontractor agrees that it will carry, at its sole expense, insurance in accordance with the Insurance Requirements set forth in Exhibit G attached hereto, as well as any and all insurance coverages required by the General Contract or applicable law if not specifically delineated. Regardless of the statutory or regulatory ability of any owner, partner, or employee to opt out of the workers' compensation coverage, all persons performing work under the Subcontract, whether at the Project site or not, shall be covered by workers' compensation insurance coverage within the minimum limits set forth by the Subcontract. The Subcontractor further agrees to insure all loss or damage to Subcontractor's work until acceptance and all owned or leased tools, vehicles and equipment.

(B) All insurance maintained by the Subcontractor, including any coverage in addition to, or not specified above, shall be written through a company authorized to sell such insurance in the State where the Project is located. Subcontractor shall cause BCC and Owner to be listed as additional insureds on its General Liability Insurance utilizing the most current form ISO CG 20 37 or substitute form providing equal or better coverage. The insurance procured and maintained by the Subcontractor will be primary, and not contributing with any other available insurance coverage. Prior to commencement of the Subcontract Work and as often thereafter as BCC may request, the Subcontractor will furnish to BCC original Certificates of Insurance, in a form acceptable to BCC, of the required insurance, and upon request by BCC, an actual



copy of the policy or policies with all endorsements. The Certificates of Insurance shall state that in the event of cancellation or modification, notice will be delivered to BCC at least thirty (30) days in advance of the effective date of any cancellation or modification.

(C) The Subcontractor, for itself as well as its successors, subcontractors and insurers, hereby waives any claim or right of subrogation or like claims against BCC, Owner or any of their employees, officers, managers, agents, assigns and affiliates arising out of any losses covered by the Subcontractor's insurance. The Subcontractor shall provide waivers of subrogation in accordance with the insurance requirements set forth in Exhibit G.

(D) The Subcontractor agrees to insert the substance of this clause, including Exhibit G and this subparagraph (D), in all subcontracts and purchase orders it enters into for performance of the Subcontract Work.

(E) BCC shall have the right at its sole discretion, but not the obligation, to purchase such insurance as required by this clause, and to withhold payment to the Subcontractor or otherwise obtain payment from the Subcontractor for such sums necessary to purchase the insurance.

21. LIABILITY AND INDEMNIFICATION

(A) To the fullest extent allowed by law, Subcontractor shall defend (through an attorney selected by BCC), indemnify and hold harmless BCC, its officers, agents, employees, and indemnities from and against any and all claims, notices, orders, losses, suits, damages (including consequential or punitive damages) legal and otherwise, and liabilities incurred by or asserted against BCC which in any way arise out of or are related to (1) defective Subcontract Work, (2) Subcontract Work which does not conform to the Subcontract requirements, (3) any inaccuracy of information or violation of any certification provided by Subcontractor, (4) Subcontractor's failure to comply with the Subcontract, or (5) any death, personal injury, damage or loss to property occasioned wholly or in part by any act or omission of Subcontractor, its agents, employees, or subcontractors, arising out of or related to the Subcontract Work. SUBCONTRACTOR AGREES THAT TEN DOLLARS OF THE SUBCONTRACT SUM IS PAID IN CONSIDERATION OF THIS INDEMNITY PROVISION.

(B) To the full extent allowed by law, Subcontractor will defend, indemnify, and hold harmless BCC, its bonding company, employees, officers, and agents, as well as Owner, from any and all costs (including interest and attorney's fees), claims, and causes of action in any way related to any lien or other claim for payment of monies owed on the Project from any lower tier subcontractor or supplier to Subcontractor and any other third person claiming to be owed for labor or materials supplied to the Project and within the scope of or related to the Subcontract Work; or 2) any claim against any payment or performance bond posted by BCC or higher tier contractor, that relates to work within the scope of the Subcontract Work.

(C) "If the Project is privately owned and in the State of North Carolina, Subcontractor hereby acknowledges receipt of a written notice properly identifying the Owner's Lien Agent and Subcontractor waives any claim against BCC for any alleged failure to provide that notice."

(D) Subcontractor shall reimburse BCC for all legal and other expenses reasonably incurred in connection with investigating or defending any claim, notice, order, loss, suit, damage, liability or resulting action.

(E) The Subcontractor shall be solely responsible for all materials, equipment and work until BCC and the Owner finally accept the Project.

(F) It is understood and agreed that the Subcontractor's indemnification obligations to BCC under this Subcontract survive any termination of this Subcontract. To the fullest extent allowed by law, the indemnification obligations under this Subcontract also shall not be limited in any way by the types or limitations of insurance coverage carried by the Subcontractor.

22. BONDS

(A) If indicated by checking this provision on page one of this Subcontract Agreement, the Subcontractor agrees that it shall provide a Performance Bond equal to 100% of the Subcontract Sum and a Labor and Material Payment Bond equal to 100% of the Subcontract Sum, in favor of BCC, on standard industry-accepted bond forms as security for faithful performance of the work and payment of all labor and material used in the prosecution of the Subcontract Work. The surety on such bonds shall be duly authorized to do business in the location where the Project is performed and shall be subject to approval by BCC.

(B) If the Project is a public project funded by the State of North Carolina and for which a bond is required by N.C. Gen. Stat. § 44A-26(a), the Subcontractor acknowledges receipt of BCC's project statement and waives any defense as to the enforceability of this Subcontract with respect thereto. If N.C. Gen. Stat. § 44A-26(a) requires a bond, Subcontractor shall provide a copy of BCC's project statement to each of the Subcontractor's lower tier subcontractors or suppliers engaged to perform labor or furnish materials to the Project. The Subcontractor further agrees to require all such lower tier subcontractors and suppliers to provide a copy of BCC's project statement to any lower tier subcontractor or supplier engaged by them.

23. TERMINATION OF SUBCONTRACTOR

(A) Termination for Cause.

a. BCC has the right to terminate Subcontractor for cause, without notice, on any of the following grounds: serious safety violations as determined by BCC; receiving notice of a serious safety violation from OSHA or any other government entity with jurisdiction; failure to promptly pay Subcontractor's employees, suppliers, or sub-subcontractors regardless of the reason therefor; Subcontractor abandoning the job; Subcontractor ceasing its performance or its repudiation of its obligations under this Subcontract; or the insolvency or receivership of Subcontractor.

b. BCC has the right to terminate Subcontractor for cause, with notice, on any of the following grounds: breach of any term of this Subcontract; failure to provide sufficient skilled labor or materials of proper quality; failure to repair defective work; failure to prosecute the Work promptly and diligently to promote the progress of the Project; failure to provide or continue in force the insurance or bonds required by this Subcontract; failure to commence, prosecute and complete its work when scheduled by BCC; or failure to honor the indemnity, warranty and other provisions of this Subcontract. BCC's notice of potential termination to Subcontractor shall state the default requiring immediate corrective action by Subcontractor. Subcontractor shall thereafter have three (3) business days to correct any such default, and failure to do so will be grounds for termination without further notice. Any such notice will be deemed given upon the occurrence of any of the following: (a) being faxed to the subcontractor's last known fax number, or (b) Emailed to Subcontractor's



last known Email address; or (c) deposited with the US Postal Service, postage prepaid, and addressed to Subcontractor at its last known address. Subcontractor's failure or refusal to accept or acknowledge receipt of any such notice will not defeat the validity of such notice.

- c. All payments to Subcontractor shall cease upon termination for cause. Upon termination of Subcontractor for cause, BCC shall be at liberty to provide any such materials or perform any such work or labor and to deduct the costs thereof (plus 10% for BCC's overhead) from any money then or thereafter to become due to Subcontractor under this Subcontract. BCC shall also be at liberty to enter upon and take possession of the premises and of all materials thereon (including, without limitation, finished material and equipment to be installed) which, upon any such default, are hereby sold, assigned and transferred to BCC and to provide all other necessary materials, equipment, tools and appliances and complete or employ others to complete the Work required by this Subcontract at the cost, charge and expense of Subcontractor. Should said costs, expenses and overhead exceed sums due Subcontractor, Subcontractor and its surety shall be liable to BCC for any such overrun. If the cost of completing Subcontractor's work after all of the above charges is less than the balance otherwise due under the Subcontract, Subcontractor shall be entitled to the difference. It is expressly agreed that upon termination of Subcontractor, BCC shall have the right, but not the obligation, to contract (at Subcontractor's expense) with a competent replacement subcontractor on a time and material basis and to order any acceleration of the Work to avoid or mitigate other delays, costs, and damages on the Project.

(B) Termination without cause.

- a. BCC has the right to terminate this Subcontract without cause, and its liability to Subcontractor in that event will be limited to payment for work actually completed at the unit prices provided for herein or, if this is not a unit price contract, the percentage completed of all work performed and incorporated into the Project by Subcontractor. Subject to the limitations contained in this paragraph, Subcontractor will also be compensated the amount paid by Subcontractor or owed for materials specially ordered for use on the Project but not yet incorporated into the Project and for other unavoidable expenses actually owed to third persons for work not yet incorporated into the Project. All such materials shall be turned over to BCC. BCC will not have to pay a termination fee or pay for "lost profits and overhead" or any other non-direct costs unless the General Contract provides for such payment and Owner actually pays BCC for such indirect costs related to Subcontractor's early termination. In no event shall the total amount paid or due Subcontractor for early termination exceed the Subcontract Price. If any termination for cause should later be determined to have been unjustified, then such termination will be deemed to have occurred under this subparagraph and Subcontractor's recovery limited accordingly.

24. COMPLIANCE WITH LAW

(A) Subcontractor shall comply with all federal, state and local laws, regulations, ordinances, orders, notices, actions, policies or common laws, including, but not limited to, those concerning the proper handling, transportation, treatment, removal or storage of hazardous wastes, substances or materials, or any substance the presence of which requires investigation or remediation, the Fair Labor Standards Act of 1938 (29 U.S.C. §§201-219), the Occupational Safety and Health Act of 1970, the Buy American Act (41 U.S.C. §10) and Executive Order 10582, December 17, 1954, all as amended, and including any regulations or standards issued thereunder;

(B) If this Subcontract arises under or relates to a government contract, grant or other government funding, Subcontractor certifies that it is eligible to receive such contracts, grants or funds from that government entity and that neither it nor its principals or employees have been convicted of any acts which would render Subcontractor or any of its principals or employees ineligible for receipt of a contract, grant or funds from such government entity; and Subcontractor shall execute Federal Government Form SF 1413 or other applicable government forms if requested.

25. WORK RULES, DAILY REPORTS, AND SAFETY

(A) Subcontractor shall comply with all BCC Work Rules and Safety Procedures as set forth in Exhibit K attached hereto. The Subcontractor shall at all times keep the work site free from accumulation of waste materials or rubbish caused by Subcontractor. Upon completion of the Subcontract Work, the Subcontractor shall remove from and about the work site all of its rubbish, surplus materials, tools, equipment, scaffolding, and other items, and shall leave the site in a clean and orderly condition satisfactory to BCC and the Owner. Should the Subcontractor fail to comply with any or all of the requirements hereunder, upon 24 hour notice, BCC will perform the necessary clean up at the sole expense of the Subcontractor.

(B) Subcontractor shall take all reasonable safety precautions with respect to the performance of the Subcontract Work, shall comply with all safety regulations initiated by BCC or the Owner, and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property. Further, the Subcontractor shall comply with the safety and health standards of the Occupational Safety and Health Act of 1970, and all additions and modifications thereafter. The Subcontractor shall hold BCC harmless for any violation by the Subcontractor's workers, employees, agents or lower tier subcontractors of any law or regulation, and shall reimburse BCC for any fines, damages, or expenses of any kind incurred by reason of the Subcontractor's failure or the failure of its lower tier subcontractors to comply with such law or regulation.

26. EQUAL OPPORTUNITY STATEMENT

(A) The Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, gender, or national origin. If the Project is for the federal government, the Subcontractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, religion, sex, disability, gender, veteran status or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination and affirmative action clause.



(B) If the Project is for the federal government, the Subcontractor shall, in all solicitations or advertisements for employment placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, gender, national origin, or veterans status.

(C) If the Project is for the federal government, the Subcontractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Subcontractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) If the Project is for the federal government, the Subcontractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(E) If the Project is for the federal government, the Subcontractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by BCC, the Owner or the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) In the event of the Subcontractor's noncompliance with the nondiscrimination clauses of the Subcontract or with any of such rules, regulations, or orders, the Subcontract may be canceled, terminated or suspended in whole or in part and the Subcontractor may be declared ineligible for further government contract work in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

27. ASSIGNMENTS AND SUBCONTRACTORS

Neither this Subcontract, nor any rights hereunder, shall be assignable or otherwise transferable by Subcontractor without the prior written consent of BCC. Any assignment or transfer without such written consent is void. Subcontractor shall not subcontract all or any portion of the Subcontract Work without the prior written consent of BCC. Such written consent shall not in any way diminish the responsibility of Subcontractor to comply with this Subcontract. Furthermore, Subcontractor shall include the terms of the Subcontract, including government regulations and clauses, into any sub-subcontract or purchase order. In the event of the default or termination of the Subcontractor by BCC, Subcontractor agrees that BCC shall have the right but not the obligation to an assignment of subcontracts and purchase orders related to the Subcontract Work of Subcontractor, and Subcontractor shall make such assignments at the request of BCC.

28. GENERAL PROVISIONS

(A) All headings are for convenience and shall not affect the interpretation of the Subcontract; (B) In the event that any provision of the Subcontract conflicts with law or regulation, such conflict shall not affect other provisions of this Subcontract which can be given effect without the conflicting provision; (C) The failure of BCC to insist on performance of any provision of the Subcontract shall not be construed as a waiver of that provision in any later instance; (D) This Subcontract contains the entire agreement between the parties hereto, and may not be changed, altered, modified, limited or extended, unless such agreement be expressed in writing and signed by the parties; (E) The person executing this Subcontract on behalf of Subcontractor warrants their authority to bind Subcontractor to the Subcontract, and Subcontractor shall provide evidence of such authority upon request by BCC; (F) The remedies of Subcontractor herein are cumulative and are in addition to any other remedies provided by law; (G) This Subcontract shall be governed and construed in accordance with the laws of the State of North Carolina without regard to its choice of law rules. (H) While reserving its right to be paid for work under this Subcontract (with interest as allowed herein), the Subcontractor does hereby waive any and all claims for any other damage to its business as a result of any breach of this Subcontract or any conduct between the parties related thereto. This damage waiver includes, but is not limited to, any and all claims for incidental and consequential damages that might be incurred by Subcontractor and any claims for lost bonding capacity or even the ultimate failure of Subcontractor's business. Subcontractor specifically waives any claims beyond the contract balance due under the express terms of this Subcontract. Subcontractor expressly waives any and all causes of action other than for breach of contract for any dealings between the parties with respect to the Project that this Subcontract relates to.

29. NOTICES

All notices to BCC shall be sufficient if in writing and (A) personally delivered to a corporate officer or (B) sent by certified mail, return receipt requested and postage prepaid to the address identified in the Subcontract, (C) sent via email to a known working address of a corporate officer with read receipt and proof of read receipt or a reply email. For the purposes of this contract an auto-response shall not constitute receipt of notice.



Wherefore, the parties have placed their hands and seals.

Bordeaux Construction Company, Inc.

By: _____ (Signature of Authorized Representative) (SEAL) _____ (Witness) (SEAL)

J. Blair Bordeaux, President
Project Executive, Bordeaux Construction

(Printed Name of Authorized Representative) (SEAL)

Date: _____

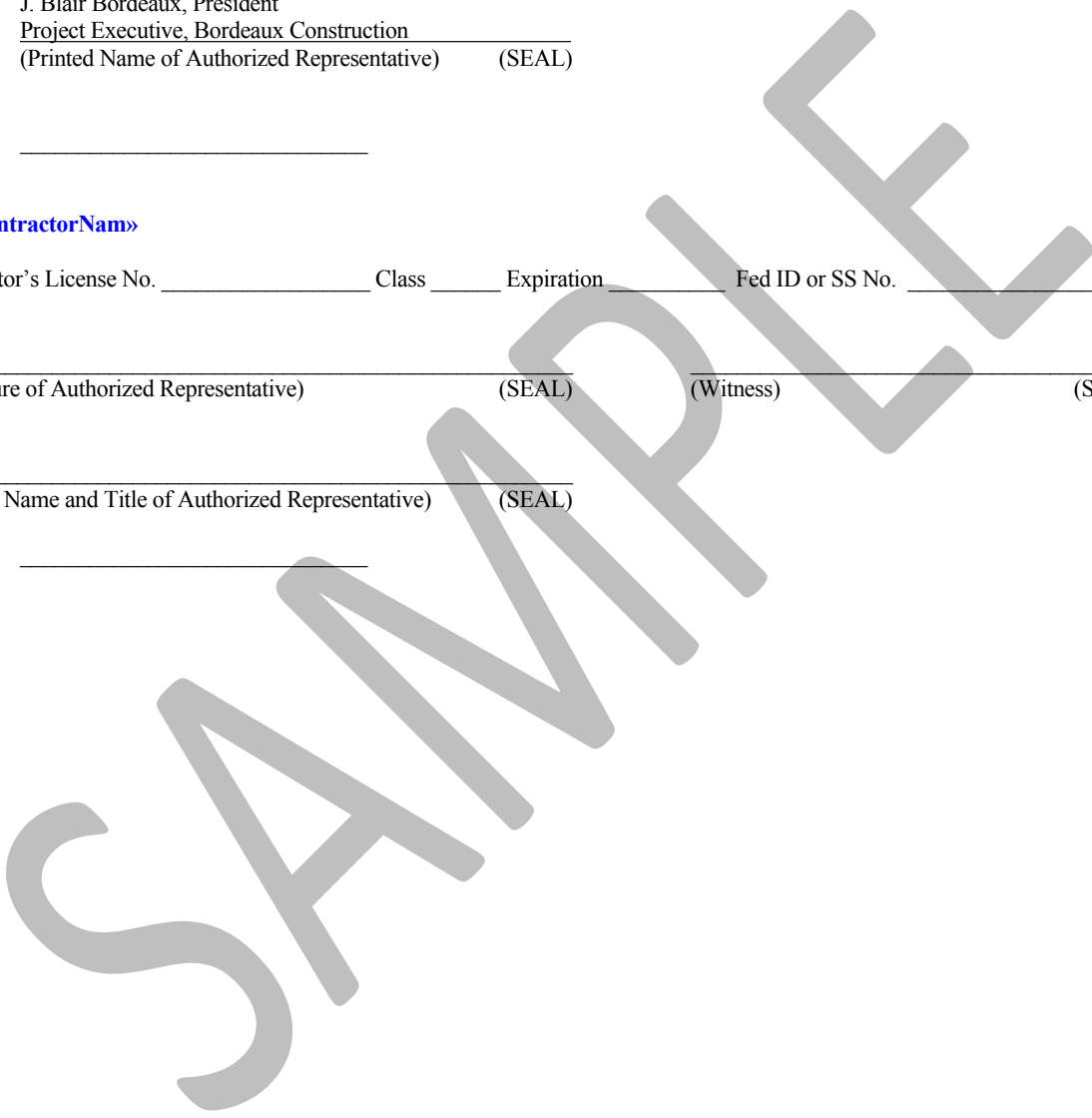
«SubcontractorNam»

Contractor's License No. _____ Class _____ Expiration _____ Fed ID or SS No. _____

(Signature of Authorized Representative) (SEAL) _____ (Witness) (SEAL)

(Printed Name and Title of Authorized Representative) (SEAL)

Date: _____



- 3. BP-13A Pre-engineered steel cells
- 4. Form of Proposal dated 06/12/2019

C. Schedule Requirements

- 1. The Seller acknowledges that it has reviewed the above referenced Project Schedule and understands its schedule requirements as they relate to this Seller's Work. The Project Schedule may mutually agreeable to both BCC and the Seller.

D. Exclusions

- 1. None

E. Alternates:

Alternate Prices include all labor, material, equipment, engineering, overhead, profit, insurance's and all else necessary to complete the work. Alternate Prices are firm for the life of the Project. Award of any Alternate will be at the sole discretion of BCC.

- 1. None

F. Unit Prices

Unit Prices are firm for the life of the Project or as noted, and include all labor, material, equipment, insurance, taxes, overhead, profit and all else necessary to complete the Work.

- 1. (TBD)

G. Price

Materials:	\$	TBD
Freight:	\$	Included
Sales Tax ("6.75"%)	\$	<u>Included</u>
Total Price	\$	TBD

In consideration of the foregoing the Seller shall be paid **TBD dollars (\$TBD)**, which shall constitute full compensation for the materials delivered, including but not necessarily limited to all labor, material, equipment, engineering, overhead, profit, taxes and insurances.

Seller shall comply with North Carolina and Granville County Sales and Use Tax law and regulations. Seller shall indicate the applicable tax as a separate line item on each invoice.

H. Special Considerations

The Seller is to submit an invoice along with a schedule of values by the 20th of each month for engineering, stored materials or work performed that month. Request for stored materials off-site shall be accompanied by digital photos, lien waivers, and proof of insurance as set forth in the general conditions of the bid manual. The Seller will be paid on or about the 30th of the following month. No retainage withheld.

Please acknowledge your receipt and acceptance of this Purchase Contract by signing all copies and return all except one (your file copy) to the undersigned.

Bordeaux Construction Company, Inc.

 TBD

 (Title)

 (DATE)

_____ TBD _____
 (Vendor Name)

 (Name)

 (Title)

 (DATE)

Terms and Conditions

- 1 **INTEGRATION:** This Purchase Contract, including all writings attached hereto and writings incorporated herein by reference, if any, is intended by Contractor and Seller as the final, complete and exclusive statement of all of the terms of their agreement respecting the goods identified in this Purchase Contract.
- 2 **NO MODIFICATION:** This Purchase Contract may not be amended or modified except in writing signed by Contractor and Seller.
- 3 **NOTICE OF OBJECTION:** Notice is hereby given pursuant to Section 2207 of the Uniform Commercial Code ("Code") of Contractor's objection to all terms and conditions in addition to and different from these Terms and Conditions contained in any written acceptance or order confirmation which may be issued by Seller.
- 4 **VARIATION BY AGREEMENT:** Any of these Terms and Conditions which may conflict with the normal operation of any provision of the Code shall constitute a variation by agreement and have precedence.
- 5 **CASUALTY TO GOODS:** Should loss or damage to the goods or any part thereof occur before Contractor takes delivery and possession at the destination stated in this Purchase Contract, Seller shall replace the goods or such part thereof as Contractor demands at the destination at the same price stated in this Purchase Contract.
- 6 **NON CONFORMING GOODS:** Contractor shall have the absolute right to reject any and all goods which fail in any respect to strictly conform to the requirements of this Purchase Contract which right may be exercised by Contractor at any time regardless of any inspection, taking possession of, and payment for such goods by Contractor, none of which acts shall constitute acceptance of such goods by Contractor. Goods which fail to strictly conform to the requirements of this Purchase Contract may be accepted by Contractor only by writing signed by Contractor expressly stating Contractor's acceptance of such goods. Seller shall promptly remove all rejected goods at Seller's sole cost and expense.
- 7 **WARRANTY:** Seller warrants that all goods sold and delivered to Contractor (a) shall be free from defects in design, materials, workmanship and title and b) shall strictly conform to the requirements and specifications of this Purchase Contract, including any sample, model, drawing or technical specification(s) furnished by Seller to and approved by Contractor. In the event this Purchase Contract does not set forth technical requirements or specifications, Seller warrants, in addition to (a) above that the goods shall be fit for the particular use and purpose for which the goods are required by Contractor, knowledge of which use and purpose Seller expressly admits. Seller's warranties shall be in full force and effect for a period of one (1) year from the date of substantial completion, or for such longer period as may be stated in Seller's standard warranty, if any, or for such longer period as may be permitted by law. Approval by Contractor of any sample, model, drawing or technical specification(s) furnished by Seller shall not release or relieve Seller of its warranty obligations nor affect Contractor's absolute right to reject at any time, goods which fail to strictly conform to the requirements of this Purchase Contract. Any and all goods which fail to strictly conform to the requirements of this Purchase Contract, including Seller's warranty (ies), shall be removed, replaced and reinstalled at the sole cost and expense of Seller and Seller shall be liable for and pay the full cost and expense of making good all work damaged or destroyed by reason of Seller having sold and delivered such goods.
- 8 **TIME OF ESSENCE:** Time is of the essence in this Purchase Contract. All dates and times stated herein by which Seller shall ship and deliver the goods, submit samples, models, drawings and specifications to Contractor, and comply with any Special Instructions shall be strictly adhered to by Seller. Should Seller fail to so adhere to any such date and time requirement or should Contractor be insecure as to Seller's ability to so adhere, Contractor shall have the right to require Seller, at Seller's sole cost and expense, to work or cause to be worked overtime or premium time hours and/or to ship the goods by the most expeditious means available as determined solely by Contractor.
- 9 **CONDITION PRECEDENT:** Contractor shall have no duty to make any payment, progress or final, to Seller for any and all of the goods identified in this Purchase Contract unless and until Contractor receives payment for such goods from the Owner of the project in or on which the goods are to be installed or used and Seller expressly acknowledges and agrees that the duty of Contractor to make any such payment to Seller is subject to and shall not exist until occurrence and satisfaction of the condition precedent that Contractor receives payment for the goods from the said Owner.
- 10 **TERMINATION:** Contractor shall have the right to terminate this Purchase Contract, in whole or in part, at any time and without cause by written notice to Seller, and Seller shall immediately cease work hereunder on receipt of such notice. If the goods identified in this Purchase Contract are specially manufactured goods, and provided that Seller is not in breach of any duty or warranty of this Purchase Contract, Contractor shall pay Seller all actual costs of manufacturing all conforming finished goods in Seller's possession or in shipment and goods in process of manufacture as of the date of Seller's receipt of notice of termination. If the goods are stock goods rather than specially manufactured goods, and provided Seller is not in breach of any duty or warranty hereunder, Contractor shall only pay to Seller its reasonable restocking cost(s). In no event shall Contractor pay Seller or be liable to Seller for loss of any anticipated profits or consequential or incidental damages.
- 11 **CHANGES:** Contractor shall have the right to order changes at any time and from time to time in and to the quantity (ies), specifications, drawings, requirements and time for delivery of and for the goods identified in this Purchase Contract, and Seller shall comply with all such written orders issued by Contractor. Should any such order(s) cause an increase or decrease in the Purchase price of the goods or the time for Seller's performance of any duty or warranty hereunder, the price and/or time shall be equitably and accordingly adjusted, provided, however, that any claim by Seller for an increase in the purchase price of the goods and/or the time for Seller to perform hereunder shall be submitted in writing to Contractor within ten (10) days of the date on which Contractor issued its written order hereunder or shall be barred. No increase in the purchase price of the goods or the time for Seller to perform hereunder shall be binding on Contractor unless and until such change(s) is accepted by Contractor in writing.
- 12 **INDEMNITY:** Seller warrants that it is fully vested with the right to sell and deliver the goods identified in this Purchase Contract and that neither the sale of the goods nor their use by Contractor or persons in privity with Contractor shall infringe any patent. Seller shall defend, save harmless and indemnify Contractor and persons in privity with Contractor from any and all claims, demands, judgments, liabilities, costs, fees and expenses, including attorneys' fees, arising out of and in connection with any breach of this warranty and any allegation that the sale and/or use of the goods identified in this Purchase Contract infringes any patent.

Terms and Conditions (continued)

- 13 **DUTY TO COOPERATE:** Seller shall fully cooperate with Contractor in prosecuting or defending against any claim(s) against or by any third party (ies) the subject matter of which has to do with the goods identified in this Purchase Contract.
- 14 **COMPLIANCE:** Seller shall fully comply with all laws, rules, ordinances and regulations applicable to and affecting the manufacture, sale, shipment and delivery of the goods identified in this Purchase Contract.
- 15 **NO ASSIGNMENT:** Neither this Purchase Contract nor any duty of Seller hereunder may be assigned or delegated by Seller without written consent of Contractor.
- 16 **GOVERNING LAW:** This Purchase Contract shall be governed by the laws of the state of North Carolina
- 17 **TRANSPORTATION CHARGES:** Any separate statement of transportation charges does not alter the delivery terms herein stated.
- 18 **RIGHTS CUMULATIVE:** These Terms and Conditions are not intended and shall not in any way be construed to limit or restrict, Contractor's rights and remedies at law and in equity, all of which rights and remedies are fully reserved by Contractor. Any failure or forbearance by Contractor to enforce any of these Terms and Conditions or any of its rights and remedies at law or in equity shall not constitute and shall not be asserted by Seller as a waiver or relinquishment by Contractor of any of its rights and remedies under this Purchase Contract, at law and in equity.
- 19 **ETHICS:** Contractor has a longstanding reputation for honesty and integrity in its business dealings and for its corporate policies promoting lawful and ethical behavior. Contractor is committed to upholding that reputation and has adopted a Standard of Business Conduct Policy Statement which governs the actions of all of its employees. Pursuant to that Policy Statement, Contractor employees are prohibited from accepting bribes or kickbacks in any form and, further, are prohibited from accepting goods or services provided by a Seller for the personal benefit of the employee, his or her relatives, or any entity in which the employee or his or her relatives has a personal interest. This prohibition includes, but is not limited to; work performed on an employee's residence and applies regardless of whether the beneficiary of the goods or services pays for them. Therefore, if the Seller offers or provides a bribe or kickback to any employee, or offers or provides goods or services to any employee, his or her relatives, or any entity in which the employee or his or her relatives has a financial interest, the Seller will be considered to be in material breach of this Purchase Contract. Seller undertakes the commitment to advise Contractor of any action by any entity or person associated with the project that Seller believes violates any applicable law, rule or regulation. Seller's violation of any of the foregoing shall be considered as Seller's failure to perform its obligations under the terms and conditions of this Purchase Contract. Such failure shall be considered adequate and justifiable grounds for Contractor to effectuate its rights and remedies under the provisions of Article 10 of this Purchase Contract.

DRAFT AIA[®] Document A312[™] - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

«~~Bladen County Detention Center~~New Hanover County Juvenile Justice Facility»

« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: « »
Address: « »

Signature: _____
Name and Title: « »
Address: « »

DRAFT AIA[®] Document A312[™] - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

«~~Bladen Granville County Detention Center~~New Hanover County Juvenile Justice Facility»

« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to

the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____
Name and Title: « »
Address: « »

SURETY

Company: (Corporate Seal)

Signature: _____
Name and Title: « »
Address: « »

SECTION 7 EXHIBITS

- EXHIBIT A: SCOPE OF WORK
- EXHIBIT B: BP-01 GENERAL INCLUSIONS
- EXHIBIT C: DOCUMENT LIST
- EXHIBIT D: SAMPLE APPLICATION FOR PAYMENT FORM
- EXHIBIT E: SUBMITTAL FORM
- EXHIBIT F: LIST OF SECOND-TIER SUBCONTRACTORS
- EXHIBIT G: INSURANCE REQUIREMENTS
- EXHIBIT H: SUBCONTRACTOR SUPPLIER INFO. SHEET
- EXHIBIT I: SAMPLE RFI FORM
- EXHIBIT J: CHANGE PROPOSAL REQUEST FORM
- EXHIBIT K: SAFETY REQUIREMENTS
- EXHIBIT L: NOT USED
- EXHIBIT M: VIRTUAL CONSTRUCTION REQUIREMENTS

Subcontractor Scope of Work
Exhibit A

New Hanover County Juvenile Justice Facility
Job No. 1858

BP ##A - Template

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference is made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment, temporary protection of own work, coordination of own work and interaction of work of others, home office and field administration, project management, scheduling, field supervision, engineering, quality control, safety, and punchlist/checkout and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

SUBCONTRACTOR'S WORK SPECIFICALLY INCLUDES:

Bordeaux Bidding Requirements and Information 8/14/2018
Division 01 – General Requirements
Division XX – Template
All Related Sections/Requirements referenced within each Division and/or section

SUBCONTRACTOR SPECIFIC REQUIREMENTS:

1. BP-01 General Inclusion Items as applicable to complete Work
2. Requirement 2
3. Requirement 3

SPECIFIC EXCLUSIONS

1. Exclusion 1

ALLOWANCES

1. Allowance 1
2. Allowance 2

3. Allowance 1

ALTERNATES

Refer to individual bid scope for Applicable alternates

UNIT PRICES

UP-1	<i>(Brief Description)</i>	<i>(Unit)</i> _____	Unit Price (\$) _____
UP-2	<i>(Brief Description)</i>	<i>(Unit)</i> _____	Unit Price (\$) _____
UP-3	<i>(Brief Description)</i>	<i>(Unit)</i> _____	Unit Price (\$) _____
UP-4	<i>(Brief Description)</i>	<i>(Unit)</i> _____	Unit Price (\$) _____
UP-5	<i>(Brief Description)</i>	<i>(Unit)</i> _____	Unit Price (\$) _____

SAMPLE

Exhibit B

New Hanover County Department of Juvenile Justice
Job No. 1858

BP 01 – General Inclusions

This bid package is intended to be complementary to the Contract Documents including the Project Drawings, Specifications, Addendum, and Project Manual. Subcontractor acknowledges that the General Inclusions and Subcontractor Specific Requirements are not intended to describe the complete and final work scope. Reference may be made to the Specifications Sections, but is in no way intended to limit or alter the intent of the contract documents.

BID PACKAGE BP-01 GENERAL INCLUSIONS

The work contained within this bid package detail work for inclusion in all bid packages. Refer to specific bid packages for trade specific requirements and exclusions

1.	DEFINITIONS	2
2.	CONTRACT	2
3.	COORDINATION BETWEEN PLANS.....	3
4.	ELECTRONIC CONTRACT DOCUMENTS	4
5.	TEMPORARY UTILITIES & FACILITIES	4
6.	ALLOWANCES	4
7.	CHANGE ORDERS	5
8.	UNIT PRICES.....	7
9.	SUPERVISION	7
10.	SCHEDULE DELIVERY REQUIREMENTS.....	8
11.	DAILY & WEEKLY REPORTS.....	8
12.	PROJECT MEETINGS	8
13.	QUALITY REQUIREMENTS	9
14.	SUBMITTALS	9
15.	SCHEDULE	10
16.	WORK HOURS	10
17.	LIQUIDATED DAMAGES.....	10
18.	PAYMENT.....	11
19.	SCHEDULE OF VALUES.....	11
20.	STORED MATERIALS.....	11
21.	SITE LOGISTICS	12

22.	COOPERATION AND COORDINATION.....	13
23.	SAFETY	13
24.	DAILY CLEANUP	14
25.	COMPOSITE CLEANUP.....	14
26.	PROTECTION	15
27.	CONCEALED OR UNKNOWN CONDITIONS.....	16
28.	UNDERGROUND UTILITIES	16
29.	CUTTING AND PATCHING.....	16
30.	LICENSING, PERMITS, AND FEES.....	17
31.	NOTICES AND COMPLIANCE WITH LAWS	17
32.	BEHAVIOR.....	18
33.	CLOSEOUT REQUIREMENTS	19

1. DEFINITIONS

- a. Unless otherwise noted, all references to the “General Contractor”, “Subcontractor”, “Construction Manager”, “CM”, “Construction Manager at Risk”, “CMAR”, “Contractor”, or similar in the contract documents shall be understood to work performed under this bid package
- b. The “Construction Manager” refers to Bordeaux Construction Co., Inc. and may also be referenced interchangeably as BCC throughout the bid manual, subcontract agreement, and bidding documents

2. CONTRACT

- a. Subcontractor is to include all items in the bid scope in their bid price and agrees to enter into proposed form of subcontract without exception
- b. The general contract with the Owner (the “General Contract”) is incorporated by reference and made a part of the Subcontract. Except as modified herein, Subcontractor assumes the same obligations to BCC under the Subcontract that BCC assumes to the Owner with respect to the Subcontract Work. The language of applicable clauses from the General Contract shall be construed to express the BCC /Subcontractor relationship.
- c. In the event of a conflict between any such provisions in the General Contract and the Subcontract, the terms and conditions of the Subcontract shall govern.
- d. The Subcontractor acknowledges that it has made a site visit to review conditions that may relate to the performance of the Subcontract Work, has incorporated such knowledge into its Bid for the Subcontract Work
- e. Subcontractor has reviewed **ALL** bid and contract documents and has based their bid as such. No claims shall be made for estimates or bids submitted from partial or incomplete sets

- f. The subcontractor represents that the bid packages provided within this bid manual are intended as a summary of work and are included as a courtesy.
- g. Scope of work clarifications within bid packages does not waive any other contract requirements specified in the Bidding Documents or Contract Documents
- h. It is understood that this subcontractor, consistent with the terms outlined within the Subcontract Agreement, assumes toward the Construction Manager (CM) and the Owner all obligations that the Construction Manager assumes toward the Owner in the Construction Manager Subcontractor Agreement: Construction Services (Owner Contract) with respect to the work to be performed by the Subcontractor under the Subcontract and that the Construction Manager (CM) shall have the benefits of all rights, redress and remedies against the Subcontractor that the Owner has against the Construction Manager (CM) under the Owner Contract. The Owner-Contract is available for review at contractor's home office upon request. It is the Subcontractor's responsibility to review and familiarize itself with the Owner contract and by executing this Subcontract the Subcontractor represents that it has done so. In the event of a conflict between one or more of the Contract documents, the provision imposing the more demanding term, condition, duty or standard of performance, or the greater limitation on the nature and type of relief or damages allowed to the subcontractor, shall control
- i. Subcontractor has reviewed the proposed form of Subcontract as well as all exhibits and takes no exceptions. The successful bidder will execute the Subcontract agreement in its current form and without any modification. No previous agreements or terms shall apply to this subcontract
- j. Subcontractor shall procure all insurances required as detailed in the subcontract agreement and Exhibit G, Insurance Requirements

3. COORDINATION BETWEEN PLANS

- a. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Construction Manager errors, inconsistencies or ambiguities discovered.
- b. The Contract Documents including plans, specifications, bid manual, etc. are complementary. Bid packages, specification divisions, and drawing divisions are provided as a courtesy, but are in no way construed to relieve subcontractor from performing work contained within the subcontract agreement
- c. For purposes of bidding, procuring, and performance of the Work, and in any event of conflicts or ambiguities between the excerpted information in the Contract Documents, the requirements of applicable codes and standards, the requirements of the specifications, bid manual, etc. Subcontractor is deemed to have provided the better quality or greater quantity of Work

4. ELECTRONIC CONTRACT DOCUMENTS

- a. Subcontractor will be provided contract documents electronically via Procore. No hard copies will be provided. Hard copies are available for purchase by the subcontractor at their expense
- b. Subcontract shall be based on the "Contract Documents" as detailed in the Subcontract Agreement. BCC will provide access to a Bluebeam studio session for the benefit of all trades. The Bluebeam studio session will include access to a "conformed" set of documents. BCC makes no representation to the completeness of the "Conformed" set of documents. Subcontractor agrees to waive any and all claims and hold harmless BCC from any claims that may arise from the completeness, accuracy, or any lack thereof of the "Conformed" set
- c. Building Information Modeling (BIM) will be provided on this project, refer to Exhibit M of the Subcontract Agreement. Subcontractor shall include all costs in the base bid for BIM software, meetings, coordination, travel, as required for coordination of work provided under their respective bid package
- d. All trade disciplines required to provide coordination drawings will be subject to participation in the Virtual Construction Process. These subcontractors will need to make use of relevant technology in order to model their content. An on-site kick-off meeting along with several go-to meetings will be required in order to effectively coordinate the project model. If a subcontractor is using a 3rd party to model their content, the individual from the 3rd party must be an active participant in these meetings. Exhibit M in the Subcontract Documents provides more information on the Virtual Construction Requirements

5. TEMPORARY UTILITIES & FACILITIES

- a. Temporary power will be provided to temporary power panel (provided by BP-26A). Subcontractors shall include the cost for temporary generators or work from battery powered equipment for all work until temporary power service is available to the project by BP-26A. All temporary power consumption charges will be paid for by Construction Manager
- b. Unless specifically noted in the bid package, any temporary power requirements in excess of the temporary power panel (3 phase power pigtails or generator) are to be provided by the subcontractor at no additional expense to the project
- c. Temporary water will be provided by BP-31A, Earthwork. With the exception of temporary water usage for landscape maintenance, all water consumption charges will be paid for by the Construction Manager
- d. Temporary toilets will be provided by Construction Manager for Subcontractors use
- e. All subcontractors are responsible to provide drinking water for all workers supplied under their bid scope

6. ALLOWANCES

- a. The Contractor shall include in the Contract Sum all allowances stated in the bid package.

- b. Unless otherwise provided in the Contract Documents, the allowance amount following shall include:
 - i. The cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - ii. Contractor's costs for unloading and handling at the site labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - iii. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order using unit prices as included in contract where applicable
- c. Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. The Contractor shall identify the date for Owner's selection on the critical path of the Contractor's Construction Schedule and provide the Owner a minimum of two weeks' notice before this date

7. CHANGE ORDERS

- a. All change orders shall be submitted on the change proposal form(s) included as Exhibit L of the Project Bid Manual
- b. Change Orders shall be prepared utilizing the Subcontractor (2nd tier, 3rd tier, etc.) quotes shall be presented in the same format utilizing the Change Order Form, Exhibit L and subject to the same requirements.
- c. Claims for additional cost by the subcontractor must be initiated by written notice to the Construction Manager within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. At the Construction Manager's discretion, the Construction Manager may consider claims received after this period, but is under no obligation to accept Claims for additional cost submitted after this time period
- d. The cost to which overhead and profit is to be applied shall be determined based on the following, unless noted otherwise:
 - i. Material quantities and unit prices (show sales tax as a line item);
 - ii. Labor costs (unburdened cost, include man hours and unit rate per man hour. In the case a unit price is included in the contract, apply unit rate);
 - iii. Construction equipment cost (must show rental invoice or substantiate equipment rental rate);
 - iv. Lower tier subcontractor costs (all lower tier subcontractors must follow the same Change Order procedures)
 - v. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs in the manner prescribed above. Where major cost items are changes to Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization

- vi. Costs for bond premium shall only apply to those trades with a payment and performance bond required
- e. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change
- f. Failure by the subcontractor to provide the information requested in this paragraph shall result in rejection of the change order and a request for resubmittal. Delay in the processing of the change order due to lack of proper submittal by the subcontractor in accordance with this paragraph, or due to errors in the change order calculations shall not constitute grounds for a time extension or basis for a claim. Subcontractor responsible for submitting all changes on required change proposal form with all required auditable backup documentation.
- g. Labor burden percentage shall not exceed **30%** in any case
- h. The amount for Overhead and profit combined shall be based on the following schedule:
 - i. For the Contractor (1st tier), for Work performed by the Contractor's own forces, Fifteen percent (**15%**) of the cost;
 - ii. For the Contractor, for Work performed by the Contractor's Subcontractors (2nd tier, 3rd tier, etc.), Five percent (**5%**) of the amount due the (2nd tier, 3rd tier, etc.) Subcontractors;
 - iii. For each Subcontractor (2nd tier, 3rd tier, etc.) involved, for Work performed by that Subcontractor's own forces, Fifteen percent (**15%**) of the cost;
 - iv. For a deductive Change order for Work performed by the Contractor's own forces, Ten Percent (**5%**) of the cost;
 - v. For a deductive Change order for Work performed by the subcontractor's (2nd tier, 3rd tier, etc.), Five Percent (**5%**) of the amount due the subcontractor;
- i. Labor Burden shall be defined as: costs that are applied to labor only, including but not limited to: worker's compensation and public liability, social security tax, old age and unemployment insurance, union welfare fund and fringe benefits
- j. Overhead shall be defined as, but not be limited to: project management, home office personnel executive, wages of timekeepers, watchmen and clerks, admin, small tools, incidentals, general office expenses, insurance premiums, and all other expenses not included in "costs."
- k. For change orders based on unit prices (as listed in the contract documents) shall include such breakdowns for work performed by the subcontractors and the cost extensions based on the unit prices in the contract documents. Unless otherwise noted, change orders based on unit price adjustments already include all required markup for cost, sales tax, labor burden, equipment, OH&P, etc. and shall apply to both additive and deductive change orders
- l. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit

prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted

8. UNIT PRICES

- a. Unit Prices as listed may be utilized by the Construction Manager to make contract cost adjustments for changes in the Work. Unit prices shall include cost for labor, materials, equipment, insurances, taxes, bond premium, overhead and profit fifteen percent and other related incidentals and remain firm and in effect for the duration of the contract
- b. For the purpose of using a unit price as backup to a change order labor rate, the “unburdened” unit price shall be obtained by dividing the unit price by 1.45 (15% for OH&P 30% for labor burden). For example, a unit price for general labor of \$17.4/hr would equate to an unburdened labor rate of \$12.00/hr + \$3.60/hr for labor burden + \$1.80/hr for OH&P

9. SUPERVISION

- a. Subcontractor is to have a competent English-speaking superintendent/foreman on site at all times, who has a thorough knowledge of the project including shop drawings and approved product data and also has the authority to make decisions for his company while work related to this contract is in progress. Construction Manager reserves the right to charge for Super/PM/Foreman cost to provide supervision and expertise for your work force
- b. Construction Manager reserves the right to request a superintendent be removed from the project if deemed necessary for the project
- c. The Contractor shall notify the Construction Manager in writing of any proposed replacement of the Superintendent. The Contractor shall not replace a competent Superintendent without prior written approval from the Construction Manager. The requirements contained in this Article shall apply to any proposed replacement Superintendent, regardless if the proposed tenure is to be temporary or permanent
- d. Subcontractor’s superintendent and sub-subcontractor’s superintendent shall be equipped with a cellular communications device at all times enabling constant communication with WMJ/BCC management. Details regarding phone numbers are required to be provided on subcontractor’s information form as part of your contract documentation/execution process
- e. All required on-site field measurements is understood to be included in this bid package. Subcontractor has included costs for field measurements in the base bid cost
- f. Subcontractor will provide all engineering, coordination, and layout for their work. Coordination with other trades is specifically included. Construction Manager will furnish (2) survey control benchmarks for each trades use. Notify Construction Manager immediately of any discrepancies from benchmarks and work in place

10. SCHEDULE DELIVERY REQUIREMENTS

- a. All materials and equipment shall be delivered to the site as needed, when needed. Unless otherwise agreed to by Construction Manager, Subcontractor shall keep no more than 15 days material on-site at any given time
- b. Laydown yards are being provided to the project for use solely as directed and approved by the Construction Manager. Stored materials will only be allowed on-site with **PRIOR** approval by the Construction Manager. Subcontractor shall be responsible for temporary protection, storage units, tarps, dunnage, stone paving, etc. in addition to all labor and equipment costs to unload, stage, handle, etc.
- c. All deliveries must be scheduled with the Construction Manager's superintendent at least forty-eight (48) hours in advance. Deliveries may be required during off-hours. Deliveries that arrive outside of these hours, without prior approval, or without proper notification will be returned to at the subcontractor's expense including any cost for redelivery or delay to the project
- d. Construction Manager will not receive, sign-for, accept or be responsible for materials delivered to the site or office trailer. Subcontractor has included in his base bid all costs to receive, unload, stage, handle, and store all material
- e. Subcontractor has included in his base bid all off-site and phased storage as may be required

11. DAILY & WEEKLY REPORTS

- a. The Subcontractor Daily Report / Manpower Summary, attached hereto as Exhibit H, must be uploaded to Procore NO LATER THAN 9:00 A.M. THE FOLLOWING DAY. Subcontractor must submit a complete report for each day worked on the Project site in order to receive a progress payment for that month.
- b. Submit weekly reports via Procore upload as required by individual bid package for erosion control and stormwater monitoring

12. PROJECT MEETINGS

- a. Subcontractor Project Manager and Superintendent must attend all weekly jobsite Subcontractor Meetings and Monthly Progress Meetings
- b. Attendance is mandatory while working onsite and a minimum of (1) week prior to beginning work onsite Failure to attend these meetings may result in withholding of progress payments.
- c. The purpose of the meeting will be to discuss the following items:
 - Safety
 - Quality
 - Two-week look ahead & establish "mini" milestone dates
 - Equipment and material deliveries
 - RFI status
 - Coordination
 - Review status of previous "mini" milestone dates

13. QUALITY REQUIREMENTS

- a. Pre-installation meeting
 - i. Subcontractor shall participate in a pre-install meeting for all items as scheduled by Construction Manager. Pre-install conference should consist of the actual superintendent that will be on the project, the Project Manager, and any other relevant lower tier subcontractors
- b. Subcontractor shall participate in mockup requirements as detailed on Contract Documents and as stated in individual bid packages
- c. Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services. Subcontractor shall be responsible for costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to subcontractor, and the Contract Sum will be adjusted by Change Order. Reference Quality Requirements Section 014000 for testing and quality requirements
- d. Subcontractor shall anticipate inspection delays in the installation durations and sequence such work ahead of others as not to impose delays in the schedule. This shall be construed for DOL, DOI, DHSR, Engineer, Fire Marshal, Commissioning Agent, etc. While the Construction Manager will endeavor to combine inspections where possible, Subcontractor acknowledges that separate inspections will be required to verify the completion of systems included in this bid scope (Sprinkler flow tests, communication with fire alarm, etc.). Subcontractor will have a competent person onsite for each trade being tested as follows:
 - i. Subcontractor inspection
 - ii. Construction Manager at Risk inspection
 - iii. Engineer/architect inspection
 - iv. Local Fire Marshal Inspection
 - v. Local Building Inspector inspection
 - vi. DHSR Initial Inspection (on applicable projects)
 - vii. DHSR backcheck (on applicable projects)

14. SUBMITTALS

- a. Furnish physical samples for all material or color selection samples as indicated in contract documents and specifications. All color selections shall be submitted within 21 days of NTP
- b. All submittals are to be submitted electronically via email to the Construction Manager, or through Procore (Construction Manager software). Do not submit directly to the architect/engineer. Do not send material samples, submittals, shop drawings, etc. to the site unless approved by the Construction Manager
- c. Submit (1) hard copy of any large format shop drawings (steel, anchor bolt, sprinkler, etc.) for review. After receipt of approved shop drawings, submit Three (3) copies of any large format "field and file use"
- d. Instructions for Procore will be provided to all contacts provided on Subcontractor/Supplier Information Sheet (Exhibit I).

- e. All submittals shall be submitted with the submittal coversheet provided in the bid manual. This form is available electronically on Procore. Subcontractor shall indicate the submittal number from the submittal schedule, provided by the Construction Manager. Submittals that are missing the coversheet or have not been reviewed by the Subcontractor will be returned “Not Reviewed” by the Construction Manager. Subcontractor shall factor in manufacturer lead times and allow a minimum of 14 days for submittal review.
- f. Unless otherwise specified, submit all product data within 30 days of NTP. Submit all engineered shop drawings within 60 days of NTP.

15. SCHEDULE

- a. The project duration including all necessary mobilization, work, inspections, and punchlist is established as **17 months** from NTP to substantial completion.
- b. A progress schedule will be developed after subcontractor bids. Include in the bid proposal a minimum of Forty (40) man hours of time for your superintendent to meet with the Construction Manager to complete the Construction Schedule.
- c. Time limitations set forth in the general provision with the Owner will be shortened as necessary to provide Construction Manager time to meet its obligations.

16. WORK HOURS

- a. Unless otherwise adjusted by Construction Manager, minimum work hours are to be Monday – Thursday 7am-5pm and Friday 7am-1pm
- b. Subcontractor agrees to furnish adequate manpower to meet the schedule. It is agreed that the Subcontractor will utilize weekday overtime, additional shifts, and/or weekends, as necessary to maintain the project schedule at no additional cost to the Project. Subcontractors shall not utilize overtime and weekend work in lieu of providing adequate manpower through the normal workweek.
- c. Subcontractors with weather sensitive activities (Sitework, masonry, concrete, roof, etc.) shall make up lost time utilizing Saturdays, Sundays, extended hours, additional crews, etc.
- d. Trades with masonry rough-in requirements shall keep sufficient crews onsite to provide rough-in, sleeves, block-outs, boxes, etc. as masonry progresses. Mason will not be responsible for installing MEP work. Trades will be required to be onsite with mason, regardless of hours previously worked for the week. All overtime cost is included in the base bid amount
- e. “4x10s” will not be permitted

17. LIQUIDATED DAMAGES

- a. Please see the contract for Liquidated Damages associated with this project. In addition to the foregoing liquidated damages, the CM and Owner may recover utility charges as expressly set forth elsewhere in the Contract documents. The amount of liquidated damages set forth herein above shall not include additional legal or design professional costs that may result from the contractor default. If such legal or design professional costs are incurred by the owner, the contractor

shall be liable to the owner for those costs in addition to the liquidated damages amount set forth herein

18. PAYMENT

- a. A signed copy of subcontract agreement, schedule of values, list of all vendors, suppliers, and subcontractors (2nd, 3rd, 4th tier contractors), insurance certificate, sales tax reporting form, HUB forms, and bonds (as required) will be required prior to processing first pay application
- b. Subcontractor shall include cost for all applicable North Carolina and County sales tax in the base bid amount, regardless of origin of material or fabrication.
- c. Sales tax reporting forms shall be submitted monthly with each pay application. For any materials furnished from “stock” or surplus, a value for the material supplied and associated sales tax should be reported
- d. Original monthly billings are to be received in our office by the **20th** of the month, with work projected through the 20th of the same month. **Do not project billing to the end of the month.** No faxed or emailed copies will be accepted
- e. E-mailed “pencil” copies are encouraged and will be accepted for billing purposes. However, an original copy is required to receive payment. E-mailed copies may be emailed to accounting@bordeauxconstruction.com
- f. BCC reserves the right to require Joint Check Agreements. A fee of \$50.00 may be charged to the Subcontractor for each joint check issued
- g. Retainage on the project will be **5%**
- h. At the discretion of the Construction Manager, reduction in retainage may be considered provided the following conditions are met:
 - i. Owner has agreed to and paid for the reduction of retainage to the Construction Manager
 - ii. Subcontractor is on-schedule and without major outstanding delivery, installation, or similar concerns
 - iii. Subcontractor is beyond 50% complete by contract amount
 - iv. For the purpose of a reduction in retainage, stored materials shall not constitute more than 20% completion of a contract

19. SCHEDULE OF VALUES

- a. Schedule of values is required within 2 weeks of Notice to Proceed
- b. Schedule of Values to be separated into values for both labor and material
- c. Subcontractor agrees to modify schedule of values to conform to Construction Manager Schedule of Values, if requested
- d. If a line item is included for mobilization, engineering, shop drawings, etc., an equal line item shall be included for de-mobilization

20. STORED MATERIALS

- a. Payment for stored material will only be allowed for materials onsite unless strictly meeting the following conditions for off-site storage:

- i. Subcontractor must request in writing and gain approval of Construction Manager, Owner, and Architect prior to requesting payment for stored materials off-site. Request shall be made no later than the last day of the month preceding the pay application request (Due on the 20th of the month).
- ii. Requests must document a valid reason for requesting payment for stored materials off-site. Convenience and favorable payment terms are not
- iii. Photos of each item being requested are provided in the request
- iv. Proof of insurance in a bonded warehouse and proof of insurance for delivery is provided
- v. Allow for inspection of stored materials by Construction Manager, Architect, Architect Consultants, and/or owner, as required
- vi. For stored materials out of state, arrange for travel for Construction Manager, Architect, Architect Consultants, and/or owner as required
- vii. Incomplete requests or requests made after the 1st of the month will not be considered in that month's pay request
- viii. Construction Manager, owner, and architect reserve the right to deny any and all requests for stored materials off-site, for any reason. No compensation for denial of request will be considered

21. SITE LOGISTICS

- a. A Site Logistics Plan has been provided in the bid manual. Subcontractor agrees to perform work in accordance with the Site Logistics Plan. Any additional access, laydown, staging, crane supports, etc. shall be provided by the Subcontractor at no additional expense
- b. Should parking requirements exceed allowable parking available onsite or during paving operations, subcontractor is responsible for parking and transportation from remote parking to the jobsite. Subcontractor is responsible for all costs associated with remote parking. (See Site Logistics Plan in Section 5 of the Bid Manual). During most of the construction operations, parking will not be available for subcontractors onsite. BCC will coordinate with subcontractors for material and labor morning drop-offs, but for the most part, all subcontractor vehicles will be required to park elsewhere.
- c. Subcontractor shall provide all traffic control necessary when its work impedes pedestrian and vehicular traffic both inside and outside the jobsite boundaries. Further, Subcontractor shall obtain any permits required by the local municipality to work in public streets and right-of-ways
- d. Subcontractor signs shall not be posted without the written approval of BCC
- e. A concrete washout location will be provided for all subcontractor's use during concrete placement and grouting operations. All subcontractors utilizing the washout area are responsible for use and maintenance of the washout area
- f. Eating and drinking may be prohibited in certain areas designated by the owner or BCC. Prohibitions of these activities shall be at BCC sole discretion and may be imposed at any time without prior notice

22. COOPERATION AND COORDINATION

- a. The Contractor shall afford the Owner and separate contractor's reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the subcontractor's construction and operations with theirs as required by the Contract Documents.
- b. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the subcontractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the subcontractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is acceptable to receive the Contractor's Work.

23. SAFETY

- a. All subcontractors shall be responsible for participation in a Site Safety Orientation program prior to beginning work. Schedule with Site Superintendent
- b. Jobsite attire requirement will be strictly enforced with all trades. Minimum attire shall include reflective vest, hard hat, glasses, T-shirt (no cut off shirts allowed), hard soled boots (steel toed if required for activity performed), long pants
- c. Subcontractors are required to hold Weekly Toolbox talks. At each contractor's option, Subcontractor may attend Weekly Toolbox talk held by Construction Manager
- d. BCC participates in voluntary scheduled OSHA Consultative visits. Subcontractor agrees to resolve all items that may arise from OSHA consultative visit within specified time frame. Subcontractor also agrees to document all required responses in writing to Construction Manager no later than 10 days prior to required response
- e. If any subcontractor provides scaffolding to complete work, a trained competent person, shall be provided by the contractor and must be present onsite full time. They are to inspect the scaffolding daily and record their findings on a daily basis. The scaffold system must bear either a green tag to allow access or a red tag to restrict access. Tag should be dated and initialed with inspection period of no less than daily. Separate sections of scaffold should be treated as individual scaffold systems. Under no circumstance should a scaffold system be used without these requirements being met
- f. If any subcontractor conducts excavation work in their subcontract agreement, a trained competent person shall be provided by the contractor and must be present onsite full time.
- g. If any subcontractor operates heavy equipment as part of their subcontract agreement, a trained competent person shall be provided by the contractor and must be present onsite full time

- h. In accordance with the provisions of the Federal OSHA Hazard Communication Standard 29CFR-1926.59, Vendor must submit a "Material Safety Data Sheet" for any product(s) which will be delivered to the jobsite or used on the jobsite. The MSDS must be received by BCC prior to the delivery of the product(s) to the jobsite. Further, the Vendor shall strictly comply and require the same strict compliance by its employees, subcontractors and suppliers with all federal, state, and local laws, rules, ordinances and/or regulations governing the acquisition, possession, storage and disposal of hazardous materials of any nature utilized, produced or that are a by-product of the performance of this Agreement, and shall hold BCC and the Owner harmless from any and all associated costs and claims related to their use
- i. All subcontractors are responsible for replacement of any safety handrail immediately following completion of their work or loading/unloading operation as applicable. Subcontractors that are working in loading zones while handrail is down shall be tied off with appropriate fall protection. Construction Manager reserves the right to back charge replacement of handrail and safety cabling cost to subcontractors that leave handrail or safety cabling down after completion of loading/unloading operation
- j. Subcontractor is responsible for daily inspection of all tools, drop cords, ladders, scaffolding, etc. Construction Manager may remove from the project or dispose of any tools, equipment, drop cords, ladders, etc. found to not meet safety requirements
- k. All ladders shall be Heavy Duty and capable of supporting a minimum of 250 pounds or more as required for job duty being performed. Ladders shall have weight rating clearly indicated
- l. Drop cords outside of 12' from workspace are to be maintained off of the ground. Utilize J-hooks and drop cord hanger "trees" provided by BP-01A, general trades
- m. Subcontractor shall utilize a fire watch at all times that welding work or any other hot work is ongoing

24. DAILY CLEANUP

- a. Daily cleanup of all work areas will be strictly enforced. Subcontractor shall perform cleanup and trash removal on a daily basis of all debris generated by Subcontractor to a central site container as directed by the Construction Manager. Failure to comply with the daily cleanup requirement will result in the Construction Manager supplementing temporary cleanup labor to conduct cleanup at Subcontractor Expense with a back charge to the Subcontractor
- b. You are required to receive and return any returnable pallets or shipping containers from your suppliers

25. COMPOSITE CLEANUP

- a. Subcontractor shall participate in composite cleanup crew while working onsite

- b. Composite cleanup is included in all subcontractor trades. Material only Bid Packages are the only trades not required to participate in the Composite Cleanup Requirement of this Bid Package
- c. Composite Cleanup Crew is in addition to the daily Subcontractor Cleanup Requirement
- d. Composite cleanup shall take place no less than weekly at time and date as scheduled by Construction Manager
- e. Include a minimum of One (1) Man-Day (Eight Hours) per Ten (10) people working onsite to participate. Minimum participation is One (1) Man-day, regardless of crew size on site. Include additional manpower in composite cleanup crew at a rate of 1 Man-Day per every 400 man hours worked
- f. The composite cleanup crew is understood to be a general labor type employee and shall work at the CM's direction performing tasks as the CM sees fit. Tasks may not be limited to cleanup and may consist of other general work duties (general trash removal, sweeping, vacuuming, emptying trash cans, cleaning up parking lots, lunch zones, demobilization of site, rain, water, mud, snow cleanup on floors, etc.) as directed by the Construction Manager and may include both interior and exterior work, regardless of work area in the building
- g. Subcontractor shall document composite cleanup crew participation in writing to the Construction Manager. Any time not utilized shall be credited back to the Construction Manager at the hourly laborer rate included in the Subcontract Agreement

26. PROTECTION

- a. Where work is conducted above or adjacent to existing construction, each subcontractor must protect the existing construction, as necessary
- b. No work shall be performed on slabs that may detrimentally affect the finish or function of the finished floor. This includes, but not limited to pipe threading, painting, welding, painting, cleanup, etc. provide protection or relocate operation to an alternate location as directed by the Site Superintendent
- c. All subcontractors shall endeavor to protect other trades work. Damage caused by a subcontractor shall be repaired at the offending subcontractor's expense by deductive change order to the contract sum
- d. Floor protection will be provided on finished surfaces, concrete slab on grade, and other areas as specified. Subcontractors working over floor protection will be required to maintain floor protection. Any floor protection damaged as a result of subcontractor's work or removed by the subcontractor shall be replaced at no additional expense to the Project
- e. All trades working on finished roof must check in with Site Superintendent prior to beginning work each day. Roof should be swept down daily. Any roof damage will be assessed to subcontractor(s) working on the roof at that period
- f. Subcontractor is responsible for insuring all tools, equipment, and formwork materials and assemblies stored or installed on-site from damage, theft, fire, etc.

27. CONCEALED OR UNKNOWN CONDITIONS

- a. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Construction Manager before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Construction Manager will promptly investigate such conditions and, if the determined that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Construction Manager determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Construction Manager shall promptly notify the Subcontractor in writing, stating the reasons.
- b. If, in the course of the Work, the Subcontractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Construction Manager. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The subcontractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features.

28. UNDERGROUND UTILITIES

- a. The location of existing underground utilities indicated is approximate only and for known utilities only. Subcontractor is responsible to field locate all existing underground utilities in the area of work, regardless of whether or not they are indicated. Call "NC one call" at 1-800-632-4949 prior to the start of demolition work for assistance in the location of existing underground utilities.
- b. Include cost for location of any private utilities that are not covered under "NC One Call"
- c. Should charted, uncharted or incorrectly charted utilities be encountered during demolition, contact the Construction Manager immediately for instructions. Cooperate with Owner and utility companies to keep services and facilities in operation
- d. Subcontractor shall be responsible for all replacement costs for damaged utilities, whether shown or not on the contract documents

29. CUTTING AND PATCHING

- a. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring

cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

- b. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work

30. LICENSING, PERMITS, AND FEES

- a. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for trade specific portions of the building permit (HVAC, Plumbing, Electrical, Sprinkler, Refrigeration, etc.), licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Subcontract Agreements and legally required at the time bids are received or negotiations are concluded
- b. The general building permit will be paid for by the Construction Manager
- c. Any fees assessed by entities for providing permanent utilities to the Project shall be paid directly to the utility entity by the Owner. These include "tap fees" and "electrical connection and service fee". The Contractor shall coordinate the permanent utilities and entity's related work to comply with the construction schedule
- d. Any fees assessed by utility entity for providing temporary utilities to the Project for use by Contractor during construction of the project (Consumption fee) shall be paid for by the Construction Manager
- e. Subcontractor agrees to comply with all regulatory requirements as indicated in subcontract agreement and exhibits to the subcontract agreement including, but not limited to: E-verify, non-discrimination requirements, etc. BCC reserves the right to terminate the subcontract agreement

31. NOTICES AND COMPLIANCE WITH LAWS

- a. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work
- b. During the performance of this Contract, the Contractor agrees as follows:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places,

- available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause
- ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting requirements of this section.
 - iv. The Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
 - v. Contractor hereby represents it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the State of North Carolina as a domestic or foreign business entity if so required by Title 13.3 or Title 50 or as otherwise required by law.
 - vi. The Contractor will include the provisions of the foregoing in every Subcontract or purchase order of over ten thousand dollars (\$10,000) so that the provisions will be binding upon each Subcontractor or vendor
 - vii. Other USDA rural development requirements as required in Bid Manual, bid form, or subcontract agreement

32. BEHAVIOR

- a. Subcontractor and all its Sub-subcontractors, agents and employees shall act in a professional manner at all times while working on this project. BCC will strictly enforce this NO TOLERANCE Behavior policy and reserves the right to remove violators from the jobsite, without previous warning(s)
- b. Subcontractor's employees who engage in horseplay, fistfights, unsafe acts, whistling, yelling at the public, obscene gestures, or foul language will be removed from the project site. Weapons of all types including firearms are strictly forbidden on the project site
- c. Personal radios, cell phone music, boom boxes, or any music is strictly prohibited onsite
- d. Tobacco smoking and chewing is prohibited.
- e. Once GWB is installed, no food, drink is allowed within the building. No smoking is allowed at any time on the project site. The first infraction of this clause will result in a verbal warning, the second in a written warning, and the third in removal from the project. Continued infractions by a subcontractor can be considered grounds for termination in accordance with this contract
- f. Subcontractor's employees who report for work under the influence of intoxicants or narcotics or consumption of them during the workday will be removed from the project site immediately and permanently

- g. Subcontractors and their employees shall not possess or carry, whether openly or concealed, any gun, rifle, or explosive on any property owned by the Owner. This includes firearms locked in containers, vehicles or firearm racks within vehicles

33. CLOSEOUT REQUIREMENTS

- a. Closeout documents (including attic stock, O&M Manuals, as-built drawings, sample warranties, and all other closeout requirements) shall be provided no later than eight weeks prior to substantial completion or 75% completion of contract amount, whichever comes first
- b. Furnish all required testing and demonstration requirements as specified. Furnish agenda prior to testing and demonstration. A sign-in sheet with specification section, date, etc. is to be provided to document completion of this requirement
- c. Receipt of closeout documents will be a condition precedent to processing payment beyond 75% completion. For warranties, submit a sample warranty with closeout documents, such that the only item that would be required to modify would be the date of warranty start. Submit placeholders for any other closeout documents that are not available at 75% completion (test and balance for instance)
- d. Throughout the performance of its work, Subcontractor shall be responsible for providing BCC with accurate, as-built information relating to Subcontractor's own work. BCC shall maintain (with input from subcontractors) the architectural, structural, and civil drawings (and specifications) at the jobsite. The electrical, plumbing and mechanical documents shall be maintained by those subcontractors who are respectively responsible for those portions of the work.
- e. Provide all warranties, testing, Owner's Training, extra materials, O&M information as required by contract documents including any special tools
- f. Unless otherwise specified, the date of Substantial Completion shall define the start date of any warranties, regardless of material purchase, delivery, or install date. In the event a manufacturer does not comply with warranty periods, terms, or availability indicated in the specification, Subcontractor agrees to provide specified warranties and/or cover time differences between manufacturer warranty and Substantial Completion

Exhibit D

BORDEAUX CONSTRUCTION COMPANY, INC.
SUBCONTRACTOR'S APPLICATION FOR PAYMENT
(Inclusive of Partial Release & Waiver of Lien)
PAGE 1

Subcontractor: _____ Phone Number: _____
Address: _____
Subcontract Number: _____ Application Number: _____
Project: _____ Period: _____ To: _____

STATEMENT OF CONTRACT COMPLETE TO DATE:

Original Contract Amount	\$ _____
Approved Change Orders (listed on schedule of value)	\$ _____
Total Contract Amount to Date	\$ _____
Total Completed & Stored to Date _____%	\$ _____
(As per attached schedule of values)	
Less _____% Retained as per contract	\$ _____
Net Requested to Date	\$ _____
Less Previous Applications for Payment	\$ _____
Amount Due This Request	\$ _____

RELEASE: Upon receipt by the Subcontractor of the payment requested herein, the Subcontractor does release and forever discharge Bordeaux Construction Company, Inc., (hereinafter "Bordeaux") its Sureties, the project land and the Owner from any and all actions, causes of actions, liens, lien rights, debts, dues, accounts, covenants, agreements, judgements, and claims of any nature or kind whatsoever that the Subcontractor now has or ever has had in connection with the Subcontract as of the date of this request, except for retainage not yet due and payable or written claims already made pursuant to the Contract requirements and not yet resolved by change order.

WARRANTIES AND REPRESENTATIVES BY SUBCONTRACTOR: The Subcontractor warrants and represents that it has paid for all labor and material billed for in its previous payment requests. The Subcontractor certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses and other expenses for which Bordeaux, its bonding company or the Owner might be sued or for which a lien or bond might be filed, have been fully satisfied and paid or will be paid from the proceeds of this Pay Request, and the Subcontractor agrees to defend and hold harmless Bordeaux from and against all suits, actions, claims, liens, or demands of laborers, mechanics, materialmen or others, filed against Bordeaux or the project or the Owner arising of of the scope of the Subcontract work.

The individual signing below agrees to be personally accountable for the accuracy of these representations.

TOTAL TAX PAID THIS PERIOD (FROM ATTACHED SALES TAX REPORT) \$ _____

Subscribed and sworn before me
this _____ day of _____, 20_____
Notary Public: _____
My Commission Expires: _____

Subcontractor
By: _____
Title: _____
Date: _____

STATE OF NORTH CAROLINA
 COUNTY SALES AND USE TAX REPORT
 SUMMARY TOTALS AND CERTIFICATION

(Page 4a)

CONTRACTOR: _____ Page _____ of _____

PROJECT: _____

FOR PERIOD: _____

	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:
CONTRACTOR							
SUBCONTRACTOR(S)*							
COUNTY TOTAL							

*Attach subcontractors(s) report(s)

**Must balance with Detail Sheet(s)

I certify that the above figures do not include any tax paid on supplies, tools and equipment which were used to perform this contract and only includes those building materials, supplies, fixtures and equipment which actually became apart of or annexed to the building or structure erected, altered or repaired and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each venor, the NC sales and use taxes paid the the cost of property withdrawn from warehouse stock and NC sales or use taxes paid are stated above. I certify that, to the best of my knowledge, the information provided here is true, correct and complete.

Sworn to and subscribed before me,

This the _____ day of _____, 20_____

 Notary Public

My Commission Expires: _____

Seal

 Signed

 Print of Type Name of Above

NOTE: This certified statement may be subject to audit.

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF NORTH CAROLINA

COUNTY OF: _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY
TO FURNISH
MATERIALS (AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS
_____, WHICH IS LOCATED IN THE CITY OF _____
_____, COUNTY OF _____, AND IS OWNED BY _____

UPON THE RECEIPT OF THE SUM OF \$ _____, THE MECHANIC AND/OR MATERIALMAN
WIAVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING
DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE
DATE OF _____ (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC
AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR
MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR
FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, _____.

(SIGNATURE) (SEAL)

(NAME AND TITLE)

(COMPANY)

Notary: _____

Date: _____

My Commission Expires: _____

SEAL

SUBCONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

SUBCONTRACT NO. _____ **JOB NAME:** _____

BORDEAUX CONSTRUCTION COMPANY, INC.

(Name of Contractor)

(Name of Subcontractor)

Date: _____	Total Contract Amount	\$ _____
	Total Paid To Date	\$ _____
	Retainage Due	\$ _____
	Total Due	\$ _____

Upon receipt, by Subcontractor, of the payment in the above stated amount, or if paid by check, when said check has been paid by the bank upon which it is drawn, Subcontractor does remise, release and forever discharge Contractor and its Sureties and the Principal from any and all actions, and from any causes of action, liens, bond rights, stop notices, debts, dues, accounts, covenants, agreements, judgements, claims, demands of whatsoever nature of character which said Subcontractor now has or ever has had against the Contractor, or its Sureties or the Principal, their successors and assigns, which shall have arisen or may arise out of or be incidental to work undertaken or done under or in connection with the Subcontract as of the estimate date.

Subcontractor certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses and other expenses for which the Contractor of the Principal might be sued, or for which a lien, stop notice or bond claim might be filed, have been fully satisfied and paid or will be paid prior to becoming delinquent. And the Subcontractor agrees to defend and save harmless the Contractor and the Principal from and against all suits, actions, claims, liens or demands of laborers, mechanics, materials, men or others, filed against the Contractor or the Principal or the buildings, structures, additions, or improvements constructed under the Original Contract and arising out of the performance of the Subcontract work.

IN WITNESS WHEREOF, Subcontractor has executed this receipt, release, waiver of lien and discharge on the _____ day of _____, 20____.

Sworn this _____ day of _____, 20____.
County: _____
State: _____
Notary Public: _____
My Commission Expires: _____

Signed: _____
Name & Title: _____

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	TOTAL CURRENT CONTRACT AMOUNT	AMOUNT BILLED THIS MONTH	TOTAL AMOUNT BILLED	TOTAL AMOUNT PAID

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

Approved/Certified By:

Name

Title

Date

Signature

SUBMIT WITH EACH PAY REQUEST - FINAL PAYMENT - FINAL REPORT

Submittal Form
Exhibit E

New Hanover County Juvenile Justice Facility
Job No. 1858

Subcontractors and/or Suppliers

SHOP DRAWING/SUBMITTAL CERTIFICATION

Project: New Hanover County Juvenile Justice Facility Date: _____

Subcontractor or Supplier: _____

Item(s) Submitted	CONTRACT REFERENCE		Code From Below
	Specification Paragraph No.	Drawing Sheet No.	

CODES:

- A. Submitted items are per plans and/or specifications (not a deviation or "an equal").
- B. Submitted items are per plans and/or specifications as "an equal".
- C. Submitted items are a deviation from plans and/or specifications (attach separate letter of explanation).

I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.

Name: _____

Signature: _____



List of Second-Tier Subcontractors/Suppliers
Exhibit F

New Hanover County Juvenile Justice Facility
Job No. 1858

Note: Attach additional pages as necessary

Subcontractor 1: _____
Federal Tax ID#: _____
Contractor License # (if applicable): _____ **State:** _____ **Class:** _____
License Expiration Date (if applicable): _____
Point of Contact: _____
Address: _____

Mailing Address

City _____ State _____ Zip Code _____

Phone Number: _____ **Fax Number:** _____
Company Status – Indicate if certified as any of the following and attach a copy of certificate

- Small Business Minority Owned Business, Minority Group: _____
 Woman Owned Business Small Disadvantaged Business

Subcontractor 2: _____
Federal Tax ID#: _____
Contractor License # (if applicable): _____ **State:** _____ **Class:** _____
License Expiration Date (if applicable): _____
Point of Contact: _____
Address: _____

Mailing Address

City _____ State _____ Zip Code _____

Phone Number: _____ **Fax Number:** _____
Company Status – Indicate if certified as any of the following and attach a copy of certificate

- Small Business Minority Owned Business, Minority Group: _____
 Woman Owned Business Small Disadvantaged Business

List of Second-Tier Subcontractors/Suppliers
Exhibit F

New Hanover County Juvenile Justice Facility
Job No. 1858

Note: Attach additional pages as necessary

Subcontractor 3: _____
Federal Tax ID#: _____
Contractor License # (if applicable): _____ **State:** _____ **Class:** _____
License Expiration Date (if applicable): _____
Point of Contact: _____
Address: _____

Mailing Address

City State Zip Code

Phone Number: _____ **Fax Number:** _____

Company Status – Indicate if certified as any of the following and attach a copy of certificate

- Small Business Minority Owned Business, Minority Group: _____
 Woman Owned Business Small Disadvantaged Business

Subcontractor 4: _____
Federal Tax ID#: _____
Contractor License # (if applicable): _____ **State:** _____ **Class:** _____
License Expiration Date (if applicable): _____
Point of Contact: _____
Address: _____

Mailing Address

City State Zip Code

Phone Number: _____ **Fax Number:** _____

Company Status – Indicate if certified as any of the following and attach a copy of certificate

- Small Business Minority Owned Business, Minority Group: _____
 Woman Owned Business Small Disadvantaged Business

Bordeaux Construction Company, Inc. Standard Insurance Requirements
Exhibit G

New Hanover County Juvenile Justice Facility
Job No. 1858

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

11.1 CONTRACTOR'S LIABILITY INSURANCE:

11.1.2 Add the following to Subparagraph 11.1.2:

The minimum limits of the Contractor's liability coverage shall be as follows:

A. Worker's Compensation

1. State-----Statutory
2. Applicable Federal-----Statutory
3. Commercial General Liability----\$1,000,000, Each Accident
\$2,000,000, General Aggregate
\$1,000,000, Personal & Advertising Injury
\$1,000,000, Pollution Liability.
4. Benefits Required by Union Labor Contracts - as applicable

B. Comprehensive General Liability (including Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

1. Bodily Injury and Property Damages:
\$1,000,000 Each Occurrence, \$2,000,000 Aggregate
Policy shall be endorsed to have \$2,000,000, General Aggregate apply to the project only.
2. Products and Completed Operations Insurance shall be maintained for a minimum period of five (5) years after final payment, and the Contractor shall continue to provide evidence of such coverage to the Owner for an annual basis during the aforementioned period. Coverage \$1,000,000.
3. Property Damage Liability Insurance shall include coverage for the following hazards:
 - a. X (explosion)
 - b. C (collapse)
 - c. U (underground)
 - d. (XCU) coverage, \$1,000,000.
4. Contractual Liability (Hold Harmless Coverage):
 - a. Bodily Injury and Property Damage Combined:
\$1,000,000 -- Each Occurrence, \$2,000,000 P.D. Aggregate

5. Personal Injury, with Employment Exclusion deleted:
\$1,000,000 -- Aggregate

C. Comprehensive Automobile Liability (Owned, non-owned, hired):

1. Bodily Injury and Property Damage Combined: (CSL - Combined Single Limit)
\$1,000,000 CSL, Each Person, Each Accident, Each Occurrence

D. Umbrella Excess Liability, \$5 million over primary, \$10 thousand retention.

E. Owner's Liability Insurance, Owner will maintain current liability coverage.

F. Contractor will be responsible for all deductibles

G. Bordeaux Construction Company, Inc. must be listed as Additional Insured in regards to General Liability.

Note: Insurance requirements may be negotiable, depending on contract value.

Subcontractor/Supplier Information Sheet
Exhibit H

New Hanover County Juvenile Justice Facility
Job No. 1858

Company Name: _____
Federal Tax ID#: _____
Contractor License #: _____ **State:** _____ **Class:** _____
License Expiration Date: _____

Office Address - Mailing:

Mailing Address

City _____ State _____ Zip Code _____

Office Address – Physical:

Street Address

City _____ State _____ Zip Code _____

Payment Address (if different from Mail Add.)

Payment Address

City _____ State _____ Zip Code _____

Principal in Charge: _____
Office Phone: _____ **Office Fax:** _____

Company Status – Indicate if you are certified as any of the following and attach a copy of your certificate

- Small Business Minority Owned Business
 Woman Owned Business Minority Group: _____
 Small Disadvantaged Business

Project Contacts

Project Manager: _____ Telephone: _____
Email: _____ Fax: _____
Mobile: _____

Project Foreman: _____ Telephone: _____
Email: _____ Fax: _____
Mobile: _____

Safety Contact: _____ Telephone: _____
Email: _____ Fax: _____
Mobile: _____

EXHIBIT J

**CHANGE PROPOSAL FORM
Time and Material / Unit Price Estimate**

Project: New Hanover County Juvenile Justice Facility

Proposal #: _____

Contract: _____

Project #: _____

Contractor: _____

Contractor #: _____

Description of change:

Materials & Labor (Attach list with Qty, Item, Unit \$, Unit mh, Total mh, OT mh, Total \$)		SUBTOTALS
1 Total Direct Cost of Materials	_____ \$0	
2 Overhead & Profit on Item 1. (15% maximum, includes small tools & consumables)	_____ \$0	
3 Sales Tax	_____ \$0	
4 Shipping & Transportation	_____ \$0	
		\$0.00
Labor	*see attached breakdown	
5 Total Manhours: _____ 0 MH @ _____ 12 /hr.	_____ \$0.00	
7 Payroll Taxes & Insurance: _____ 30 %	_____ \$0.00	
6 Overhead & Profit on Item 5 (15% maximum, includes small tools & consumables)	_____ \$0.00	
		\$0.00
Equipment Rental (Include quotes)		
8 Equipment Rental	_____ \$0	
9 Overhead & Profit on Item 8 (15% maximum)	_____ \$0	
		\$0.00
Subcontractors (Include quotes with material & equipment backup)		
10 Subcontractors	_____ \$0	
11 Overhead & Profit on Item 10 (10% maximum)	_____ \$0	
		\$0.00

	Subtotal of Proposal	\$0
Bonds (% of subtotal of proposal) _____ 0 %		\$0
	TOTAL OF CHANGE PROPOSAL	\$0

Time Extension Requests: _____ days

Schedule Activity # Affected: _____

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Contractor's Signature: _____ **Date:** _____

Approval Recommended by Design Consultant _____ **Date:** _____

Owner's Representative Approval _____ **Date:** _____

Bordeaux Construction Company, Inc. Standard Safety Requirements
Exhibit K

New Hanover County Juvenile Justice Facility
Job No. 1858

Bordeaux Construction understands that our ultimate success directly relates to our team's success in the prevention of accidents. No project or task, large or small, is so important that it should be conducted in a manner which jeopardizes the health and safety of our team. Safety is an integral part of project efficiency, cost reduction and total quality management. The prevention of accidents and protection of property shall remain management's top priority and shall receive continued support and participation. Safety shall be the responsibility of everyone involved with the project.

This handout has been developed to familiarize all subcontractors and their employees with BCC's safety rules, procedures and guidelines for controlling jobsite accidents and injuries. Subcontractor supervisors are responsible for ensuring that these safe work practices are communicated to and adhered to by all personnel under their supervision.

Each Subcontractor is expected to be aware of and comply with all Federal, State, Local NC OSHA, and BCC safety regulations. This handout contains numerous guidelines, however, is not intended to cover every situation. The omission of any safety practice from this handout does not reduce individual responsibility for alertness and good judgment in job performance.

Compliance with BCC Safety procedures is a requirement of the contract. Failure to comply will be considered a breach of contract and subject to the following actions:

- First offense: verbal warning
- Second offense: asked to leave job site and suspended from site for one working day
- Third and final offense: asked to leave job site and not permitted back on site

BCC reserves the right to skip First and Second warnings in the event of egregious safety violations or endangerment of workers

When the Subcontractor is notified of an unsafe condition or practice, they shall immediately correct the hazard. The cost to bring the work activity into compliance shall be incurred by the subcontractor which is responsible for the unsafe condition.

BCC reserves the right to stop any portion of work, which is deemed to be unsafe, until the work can be continued in a safe manner.

The Subcontractor shall assume all costs, related to but not limited to, safety equipment including personal protective equipment, training requirements, etc.

The Subcontractor shall be responsible for payment of all fines, damages or other costs (including legal fees) resulting from failure to comply with Safety and Health Requirements and arising out of the Subcontractor's operations.

GENERAL SAFETY REQUIREMENTS

All subcontractor work activities shall be conducted in accordance with all Federal, State, Local, NCOSHA, and BCC Safety Policies and Procedures. The requirements shall also be applied to all delivery personnel, vendors and visitors while on the job site.

The following minimum requirements are applicable to and will be enforced on this project:

1. Subcontractor agrees to participate in jobsite orientation program. Jobsite orientation will be held at times as schedule with the Site Superintendent
2. BE ALERT! Report to work rested and physically fit to perform your job.
3. All accidents or injuries, no matter how minor, shall be reported immediately to BCC, giving full details and identification and statements of any witnesses.
4. The BCC Project Superintendent has the authority to remove any of Subcontractor's unsafe equipment, tools, scaffolding or other unsafe items, and has the authority to remove any of Subcontractor's employees that do not comply with these safety requirements.
5. All elevations over 6 feet must have a 100% fall protection system. This includes but is not limited to leading edge work, iron connecting, working off of elevated work platforms (scaffoldings), and residential type construction. "Monitors" or "safety zones" are NOT acceptable means of fall protection unless there are absolutely no other options or are allowable under OSHA 1926
6. Fencing, railing, or barricades are required around excavations, holes, or openings in floors or roofs, and whenever necessary to warn or prevent persons or equipment from falling.
7. All work using cords or power tools must utilize Ground Fault Circuit Interrupter (GFCI) protection. Only authorized electricians shall perform electrical work.
8. Excavations over 5 feet must be sloped, shored or shielded and must meet all other requirements. Before digging in any location, the Subcontractor must check to ensure that all underground utilities have been located and properly marked.
9. All Subcontractor's employees on the Project site must use personal protective equipment (PPE) and clothing suited to the Work and the Work environment:
 - a. gloves where applicable;
 - b. wear clothing suitable for weather and type of work;
 - c. minimum clothing requirements include shirts that cover the shoulders (not cutoffs or tank tops), long pants, and suitable work shoes;
 - d. reflective vest, jacket, and/or hi-viz t-shirt as applicable;
 - e. **hardhats and safety glasses with side shields MUST be worn by all workers, supervisors, clients, visitors and vendors AT ALL TIMES;**
 - f. respirators will be used when an employee is exposed to airborne hazards;
 - g. hearing protection in the form of earmuffs or approved ear plugs shall be worn on all high noise level jobs as required;
10. Subcontractor shall maintain good housekeeping in and around its Work areas at all times. Stage materials so that safe clearances are maintained and toppling is prevented. Keep all walkways and aisles clear.
11. All of Subcontractor's work areas shall be properly illuminated at all times.
12. Subcontractor shall train its employees in the safe use of ladders and scaffolding as required.
13. Subcontractor's employees who report for work under the influence of intoxicants or narcotics or consumption of them during the workday will be removed from the project site immediately. Subcontractor's employees who engage in horseplay, fistfights, unsafe acts, whistling, yelling at the public, obscene gestures, or foul language will be removed from the project site. Weapons of all types including firearms are strictly forbidden on the project site.
14. All of Subcontractor's visitors to the project site must check in with BCC Superintendent prior to going on site.

Subcontractor has reviewed and agrees to be bound by BCC Safety Regulations.



Virtual Construction Requirements for Subcontractors

Version 5.0

Amended by: Matt Miller, Preconstruction Manager, Bordeaux Construction Company
July 7th, 2015

Virtual Construction Requirements

Version 5 updated 04-27-12



Overview

To enhance the design and construction coordination process, Bordeaux Construction, will implement a Virtual Construction Process (see Figure 1.1) to complement the traditional method of 2D coordination. Architectural and Structural 3D models will be provided to the project team via Architect of Record or 3rd Party. These models will be available to specific trades involved in 3D coordination for reference to create their individual 3D models representing their respective scope of work. BCC will combine all models for use in analysis and coordination and share results with the project team. The ownership of the consolidated model is that of BCC.

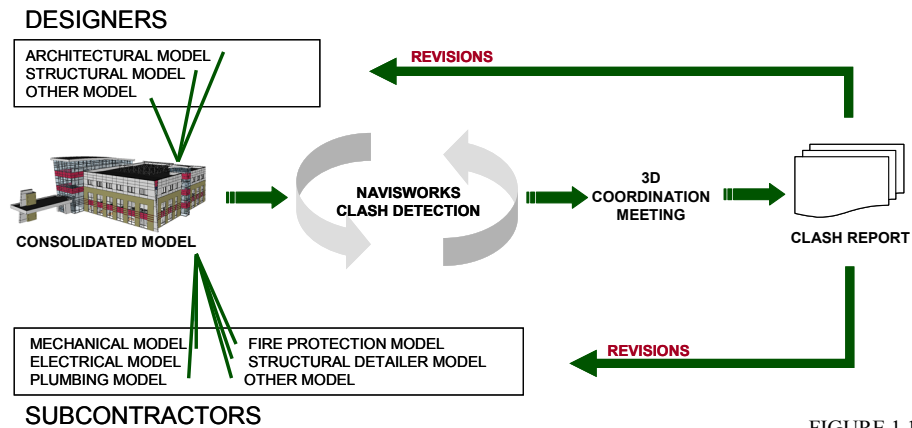


FIGURE 1.1

Requirements

1. Coordination Requirements – All trade disciplines required to provide coordination drawings will be subject to participation in the Virtual Coordination Process. BCC will hold a 3D BIM Coordination Kickoff Meeting prior to coordination and representatives from all required trades need to be present. Experience and skill level of trade representative will be evaluated by BCC and adjustments will be made as necessary to meet the project goals. Web based file sharing will be used to manage the model files and timely updates will be required by all project team members in accordance to the coordination schedule.

1.1. Modeler – The detailer / modeler for each respective company is required to be present for all coordination meetings. This individual needs to be dedicated to this role and should be the most knowledgeable of their respective model. When a 3rd party modeler is being used, that individual must be an active participant in the coordination meetings as they will have the most intimate knowledge of the model content.

When there are multiple modelers within a company working on the project, a primary point of contact, BIM Coordinator, must be assigned to the project. The BIM coordinator will be responsible for coordinating the multiple models for that company prior to submission to BCC.

1.2. ShareFile – All model content will be posted to the project specific BIM ShareFile site hosted by BCC. Individual access rights will be provided to the modeler(s) or each respective company for upload and download of model files. Each company is required to upload their updated model content no later than noon on the day prior to a coordination meeting (i.e. upload on Thursday at noon for a meeting on Friday). Each model upload should follow the standard file naming structure for ShareFile, "PROJECT_PHASE_COMPANY_TRADE_LEVEL". A detailed naming structure can be found on the BIM project site on ShareFile and will be further discussed at the BIM Kickoff Meeting. Any deviation from the file naming structure must be approved by BCC.

Virtual Construction Requirements

Version 5 updated 04-27-12



1.3. Meetings – Coordination meetings will be held weekly to review and resolve clashes within the consolidated model. A typical week’s workflow is outlined below:

	Activity	Action By
Monday	Coordination Meeting	Project Team
	Post Model with Notes	Bordeaux
Tuesday	Model Update	Subcontractors
Wednesday	Model Update	Subcontractors
Thursday	Model Update	Subcontractors
Friday	Post Model by noon	Subcontractors
	Run Clash Detection	Bordeaux

Meetings will continue until all areas of coordination are complete and coordination drawings are signed off. Meetings should be attended by Detailer, Modelers, BIM Coordinators, Superintendent/Forman and Project Managers at a minimum.

1.4. GoTo Meetings – In lieu of meeting at a central location we occasionally utilize GoTo Meetings as a means of reviewing the coordination of the consolidated model. BCC will host these web based meetings and login information will be provide via email. This process will be used only as deemed necessary by BCC.

2. Software Requirements –BCC utilizes Autodesk® Navisworks to coordinate multiple disciplines within a virtual 3D environment; therefore, files submitted must be compliant with Navisworks. To test compliance with this requirement a trial version of Navisworks can be downloaded from Autodesk’s website (www.autodesk.com). BCC will require your native file formats to be converted to a .dwg file format for collaboration with multiple disciplines. The native format and the converted file must represent the same information. Object Enablers needed for viewing converted files as 3D solids must be provided prior to submission of files.

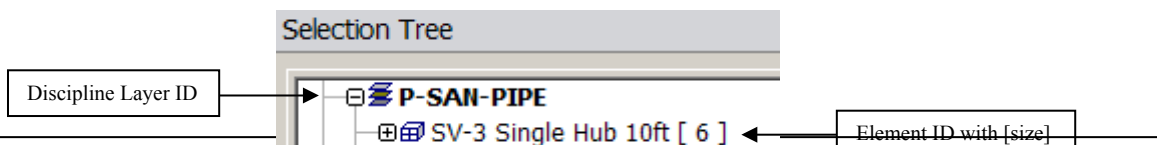
2.1. Modeling Software – There are no restrictions on the product used to create the models. However, it must be compatible with Navisworks, export to (.dwg), and create solid 3D elements. The software selected for your model must be submitted and approved by BCC for review of its capabilities prior to coordination.

2.2. Autodesk Navisworks – This project will utilize Navisworks Manage for clash detection, model review, and reporting. The clash report will be posted to the ShareFile site as a Navisworks Document (.nwd) for the teams review. Companies with Navisworks will have to disclose their version type prior to coordination to ensure they are working on the same version as BCC.

2.3. Navisworks Freedom – Since the consolidated model will be posted in the (.nwd) format it is recommended that those without Navisworks Manage acquire Navisworks Freedom for review of the consolidated model and any referenced notes from the meeting. This software can be obtained from the Autodesk website (www.autodesk.com) at no cost.

3. Model Requirements - The 3D models have to consist of 3D-Solids elements (not wire frames) that represent the actual dimensions of the building elements and the equipment that will be installed on the project. Relative abstraction of building elements can be provided in the model on an as needed basis with approval by BCC. The global coordinate system of the submitted files has to follow the coordinate system used by the baseline model (i.e. architectural/structural model) that is provided. BCC will specify file characteristics and structure prior to beginning modeling; however, in general the following will be required:

- One file for each trade per floor or section of one floor (5 floors + 2 areas per floor = 10 files/trade)
- Layer identification within the files must represent the size and description of the elements in the model file. The Layer ID’s have to be consistent across all models submitted.



For all questions and concerns regarding the requirements above, please contact Bordeaux Construction’s Preconstruction Manager, Matt Miller, via email at matt.m@bordeauxconstruction.com or phone at 919.220.1141.

Virtual Construction Requirements

Version 5 updated 04-27-12



- Elements of the building must be represented in only one file - there must be no overlap of elements of different files.
 - The geometry of the 3D elements of the different files has to agree when the elements of the different files are superimposed; the 3D representations of each floor must be at the correct elevation.
 - The granularity of elements in the model has to correspond with the sequence of the installation at the site (e.g. not one wall element for the entire floor).
 - Code requirements for access space (e.g. to electrical J-Boxes, VAV-Boxes) and spaces that have to be blocked for specific functions have to be represented in the model as 3D solids on a distinct layer.
 - Supports and framing structures needed for installation of material represented in the model should be included in the model files as separate elements.
 - Layers that do not represent model elements (i.e. drafting layers, 2D background, xrefs, etc) should be turned off and/or detached prior to file submission.
- 3.1. Electrical Model** – Model shall include but not be limited to conduits, panels, equipment, transformers, switch gear, devices, lighting, cable tray, housekeeping pads, supports system for conduit racks, duct bank, a/v equipment, and code required access zones. Individual conduit smaller than 1.5” is not required but is recommended. Any bank of conduits occupying more than 3” shall be modeled.
- 3.2. Fire Protection Model** – All parts of the fire suppression system needs to be modeled to included but not limited to mains, branches, heads, valves, fire pump, control panels and code required access zones.
- 3.3. Structural Model** – All structural elements are required to be modeled to include but not limited to steel beams, columns, open web steel joist, miscellaneous support clips and angle, and slab edge.
- 3.4. Mechanical Model** – All mechanical system components are required in the model and should include but not be limited to duct, grills, dampers, piping, units, code required access zones, equipment, housekeeping pads, insulation, valves, and hanger supports.
- 3.5. Plumbing Model** – All plumbing elements are required in the model and shall include but not be limited to piping, valves, insulation, plumbing fixtures, access doors, hanging system, and sleeves.
- 3.6. Pneumatic Lines Model (DEC)** – All pneumatic lines are required in the model to coordinate with the Electrician.
- 3.7. Security Low Voltage Model (SCSC)** – All security low-voltage wiring to be placed in conduit and/or raceway is required in the model to coordinate with the Electrician.
- 3.8. Specialty Systems** – Any building system that does not fall under the above systems will be evaluated by BCC as a need to include in the consolidated model. These systems could include: lift equipment, pneumatic tubing system, aquatics, theatrical lighting, elevators, curtainwall, owner supplied equipment, etc.
- 4. Documentation Requirements** – The modeling and coordination process will be concluded with a signoff process of 2D paper drawings.
- 4.1. Sheet Format** – The drawings produced for signoff must be plotted on size ARCH E1 30”x42” paper. Each sheet should contain within the title block the printed name of each company on the coordination team and a space for that respective company to sign. An example of this title block is illustrated in Figure 1.2 below.
- Do

Virtual Construction Requirements

Version 5 updated 04-27-12



P2.01C	2nd Floor Supply and Waste Vent Plan Coordination Drawing Ft. Chesapeake Naval Dorm Addition	Drawing By: Johnny Coordination	Coordination Sign-Off Date: 07-25-2008
		Revisions 1. 1 st Edition (07-24-2008) 2. _____ 3. _____ 4. _____ 5. _____ 6. _____	Relevant Parties W.M. Jordan: _____ Mechanical: _____ Electrical: _____ Fire Protection: _____ Structural: _____ Other: _____
		James River Electrical, Inc. JRE 101 Main St. Nagsmond, VA 23629 p. 757.817.9999 e. jhm@jamesriverelectrical.com	

Figure 1.2

4.2. Required Sheets – Layout of each system is required at a minimum for above ceiling layouts, floor penetrations and sleeves and elevations where anything passes through structural walls. Any sheets required by specifications for Architect/Engineer review are also required.

4.3. Drawing Content – Each drawing sheet produced should meet the requirements in the project specifications for drawing submittals and at a minimum contain:

1. Elevation tags
2. Dimensions from column lines and/or walls
3. Designation tags for each system

Change Management

The Virtual Construction Process is implemented in part to reduce the amount of change orders in the field due to incomplete coordination. Therefore, it is imperative that as we find issues during the coordination process we include their resolution into our Building Information Model. However, these changes may occur during coordination, after signoff, or after installation. Below are procedures for change management to be followed for each condition.

- 1. During Coordination** – Each trade shall be responsible for incorporating RFI responses, sketches, bulletins, clarifications, etc. into their model prior to final signoff of an area.
- 2. After Signoff** – Any change to an area as a result of an RFI response, sketch, bulletin, clarification, etc. prior to installation shall be tracked and incorporated in the final as built drawing for the project. Should these changes need coordination, BCC reserves the right to require these changes modeled to verify the systems will coordinate with layouts prior to signoff.
- 3. After Installation** – Should a change occur after a system is installed the change should be included in the as-built set of drawings.

As-built Model Requirements

The requirement to provide a complete as built model will be project specific and will be evaluated on the basis of owner requirements. In the case the project requires an as built model the following criteria should be followed.

1. All model requirements from section 3 should be followed.
2. Updates to model are required throughout construction after signoff process as installation is completed.
3. A modeler should be for each trade should be dedicated to the project for the updating of the model during construction. As well as participate in periodic review of field issues that were not addressed during coordination prior to signoff.
4. Equipment, System, and material labeling within the model will be evaluated against owner requirements for As-Built, Record, or Facilities Management model.