



**Job Number: 6480**

**Job Name: Rogers Lane Elementary School (E40)**

**Job Address: 201 N. Rogers Lane**

**City, State, Zip: Raleigh, North Carolina**

## **ATTACHMENT NO. 1**

### **Subcontractor Supplementary Conditions and Operation Requirements**

**All sales tax, all use tax, and all other taxes and other contributions to government agencies levied directly to the vendor, its sub-subcontractors or suppliers, shall be included in the contract amount.**

- 1) The critical dates to be noted on the schedule are listed as follows:
  - A. **Construction Start Date** – \_\_\_\_\_
  - B. **Substantial Completion date** – \_\_\_\_\_
- 2) The following documents included with this attachment are an integral part of the contract:
  - A. Scope of Work ( \_\_ pages)
  - B. Drawings & Specifications List ( \_\_ pages)
  - C. Schedule ( \_\_ page(s))
  - D. Site Logistics Plan ( \_\_ page)
  - E. Clarifications and Addenda ( \_\_ pages)
  - F. Unit Prices and Allowances ( \_\_ page(s))
  - G. Performance Bond Form ( 2 pages - This form must be used if bond is required)
  - H. Payment Bond Form ( 1 page - This form must be used if bond is required)
  - I. Sales Tax Report (1 page)
  - J. Payment Application Form (1 page - must be submitted)
  - K. Conditional Release of Claims (1 page - must be submitted)
  - L. Final Release of Claims (1 page - must be submitted)
  - M. Appendix E
  - N. Change Order Form
  - O. Sex Offender Registry Check Certification Form
  - P. C&T Submittal Guidelines (3 pages)
  - Q. C&T Safety Policy Cover Letter (1 page)
  - R. Subcontractor Safety Manual ( \_\_ pages)
  - S. Subcontractor Safety Documentation ( \_\_ pages)
  - T. Wake County Board of Education Policies and Procedures
  - U. ConsensusDocs 301(BIM)
- 3) It is always our intention to do very high quality work, and this job is no exception. Only the very highest quality work will be accepted. There will be no exceptions to that commitment. If Clancy & Theys Construction Company or the designers deem the work unacceptable, it must be corrected.
- 4) **INSURANCE:**
  - A. Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

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1. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
2. CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
3. General Contractor and all other parties if required of the General Contractor shall be included as insureds on the CGL using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible maintained by, or provided to, the additional insured.
4. Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

**B. Automobile Liability:**

1. Business Auto Liability with limits of at least \$1,000,000 each accident.
2. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
3. General Contractor, Owner and all other parties required of the General Contractor shall be included as insureds on the auto policy.

**C. Commercial Umbrella:**

1. Umbrella limits must be at least \$1,000,000.
2. Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
3. Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

**D. Worker's Compensation and Employer's Liability:**

1. Employer's Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
2. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
3. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

**E. Waiver of Subrogation**

1. Subcontractor waives all rights against Construction Manager, Owner and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or worker's compensation and employer's liability insurance. The Subcontractor shall require similar waivers from its Subcontractors maintained per requirements stated above.

**F. Professional Liability:**

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1. **PROFESSIONAL LIABILITY INSURANCE.** The Subcontractor shall require the Designer(s) to maintain Professional Liability Insurance with a company satisfactory to the Contractor, including contractual liability insurance against the liability assumed in Paragraph 3.8, and including coverage for any professional liability caused by any of the Designer's(s') consultants. Said insurance shall have specific minimum limits as set forth below:

Limit of \$1,000,000 per claim.

General Aggregate of \$2,000,000 for the subcontract services rendered.

The Professional Liability insurance shall contain prior acts coverage sufficient to cover all Subcontract services rendered by the Designer. Said insurance shall be continued in effect With an extended period of three years following final payment to the Designer.

Such insurance shall have a maximum deductible amount of \$10,000 per occurrence. The deductible shall be paid by the Subcontractor or Designer.

2. The Subcontractor shall require the Designer to furnish to the Subcontractor and Contractor, before the Designer commences its services, a copy of its professional liability policy evidencing the coverages required in this Paragraph. No policy shall be cancelled or modified without thirty (30) days' prior written notice to the Subcontractor and Contractor.

**F. EIFS Insurance:**

1. Insurance Certificate must contain at least \$1,000,000 per occurrence/\$2,000,000 general aggregate/\$1,000,000 completed operations aggregate.
2. Insurance Certificate must contain an affirmative statement that the general liability policy specifically applies to EIFS installation of the type being performed. This must be spelled out under the job description section of the insurance. For example, if the job is an apartment project, the wording on the certificate may say "General Liability coverage applies to EIFS application on the apartment project on Main Street, Greensboro, NC."
3. Insurance Certificate must show Clancy & Theys as an additional insured on the general liability policy and state that coverage is primary and not contributory with any coverage carried by Clancy & Theys.
4. Certificate of Insurance must be maintained for 10 years.

**NOTE: If there is abatement of asbestos, lead paint, mold, or otherwise for this particular project, pollution insurance must be in force and noted in the description block on the certificate. Minimum limits in force should be in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. It is requested that Clancy & Theys Construction Company be named as additional insured on this policy (for information regarding additional insured refer to Section 1C).**

- 5) All applicable United States and North Carolina Safety Standards are to be adhered to in job performance.

All Subcontractors and their employees performing any work for Clancy & Theys must comply with all statutory and regulatory requirements including all applicable provisions of State and Federal laws and regulations relating to job safety, health, and safe work practices. This compliance specifically includes the Occupation Safety and Health Act and all relevant regulations including provision of 29CFR Part 1926 with amendments including 29CFR Part 1910 General Industry Safety and Health Standards Applicable to Construction.

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In addition, all safety policies and procedures of Clancy & Theys Construction Company and the Owner of a project apply to all Subcontractors and their employees working on projects for this company.

All Subcontractors shall remove from the jobsite all of their leftover/surplus materials which could be classified as "Hazardous Waste" as defined by the Federal OSHA Hazardous Communication Standard, 29 C.F.R. 1910.1200 et. Seq. This includes liquids, paste, epoxies, powders, etc.

It is a violation of the law, and we will not permit the disposal of the above-mentioned items in our dumpsters or debris to be transported to a City or County landfill.

Please see attached information regarding Clancy & Theys' Subcontractor Safety Policy Manual. A completed Subcontractor Safety Performance Evaluation Form (Page 1) must be on file with Clancy & Theys' Raleigh office prior to commencement of your work onsite.

- 6) A signed lien waiver (Clancy & Theys Construction Company's form) will be required from your firm at the job's completion. This is required prior to payment of final retainage.
- 7) Regarding specific requirements for this project, the following are pertinent to this project:
  - A. Clean-up - The site will be cleaned on a systematic basis, daily, if possible. Do not force us to do your clean-up and, subsequently, backcharge your firm.
  - B. No alcoholic beverages or illicit drugs will be permitted on site.
  - C. Note: You may reach the superintendent, \_\_\_\_\_, by mobile # \_\_\_\_\_.
  - D. A designated area may be assigned for staging. Vehicles must be parked elsewhere. Construction vehicles **will not** be allowed to park in spaces outside of construction fence.
  - E. Temporary toilets are supplied by Clancy & Theys Construction Company and are to be used by all Subcontractors.
  - F. If the Local authority requires specific inspections of your work, you are expected to coordinate them and provide suitable evidence of compliance.
  - G. Key personnel on this project should not be shifted off simply for your convenience.
  - H. If conflicts exist in plans and specifications, you are to have figured the "higher quality" in such instances and are expected to put in the "more expensive" unless resolved otherwise prior to installation.
  - I. All Subcontractors are required to do their own cutting and patching unless specifically agreed to with Main Subcontract Agreement.
  - J. Clancy & Theys' job number for this project is \_\_\_\_\_. All correspondence and invoicing should reference this number, as well as the contract number and cost code number shown on Clancy & Theys' Subcontract Agreement or Material Purchase Order.
  - K. If this is an operating facility, there should be no contact by construction personnel with any resident personnel unless specific arrangements are made. ANY inappropriate behavior will be grounds for immediate dismissal. No warnings will be required for this. Instruct you people. ALL CONSTRUCTION PERSONNEL SHOULD STAY OUT of areas outside the construction fence

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unless duties require otherwise. Personnel should maintain distance and decorum towards members. C&T will designate an area for "breaks".

- L. Onsite safety representative for C&T is \_\_\_\_\_. C&T's Corporate Safety Director is Lyle Gurley. He can be contacted by phone at 919-834-3601 or by email at [lylegurley@clancytheys.com](mailto:lylegurley@clancytheys.com)
  - M. All penetrations at walls and floors must be properly/correctly sealed by a responsible party making or using the penetrations.
- 8) The permit numbers for the project are outlined and distributed under separate cover.
  - 9) Periodic meetings will be scheduled for this project. The superintendent and/or project manager should attend these meetings. You will be notified once this meeting date and time is established.
  - 10) FIELD OFFICES
    - A. The General Contractor will:
      - 1. Provide field office and telephone for his exclusive use.
      - 2. Subcontractor, at the discretion of the General Contractor, may have his own field office on site. Each Subcontractor is responsible to provide his own field office trailer, telephone, and provide for his own utilities. Location must be approved by the General Contractor.
  - 11) WATCHMAN
    - A. The services of a watchman will not be provided by either the Owner or the General Contractor.
  - 12) TEMPORARY AND REQUIRED FIRE PROTECTION
    - A. Each Subcontractor must provide temporary fire protection system(s) within the immediate area of his work, as required by the local Fire Marshall and local, state, federal, and insurance underwriter requirements.
  - 13) HOISTING AND SCAFFOLDING
    - A. Provide certification of Subcontractor's Representative who is a trained "Competent Person." All hoisting and scaffolding will be the responsibility of each Subcontractor and shall comply with all OSHA requirements.
  - 14) EXISTING STREETS/ACCESS TO WORK
    - A. Each Subcontractor is responsible for the necessary cleaning and repairing of existing streets resulting from said Subcontractor's operations.
    - B. The Subcontractor shall in no way interfere with or endanger the normal pedestrian and vehicular traffic adjacent to and surrounding the project site.
  - 15) BANK PROTECTION
    - A. Each Subcontractor performing excavating, trenching, etc. must provide and maintain proper shoring, bracing, and slope protection to prevent earth from caving or washing into the excavation, trench, etc.

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- B. Provide certification of contractor's representative who is a trained "Competent Person."

16) OPENINGS, BLOCKING, BACKING AND GROUNDS

- A. Unless noted otherwise in the Bid Package Scope Summaries, each Subcontractor must be responsible for furnishing and installing the blocking, backing, and grounds necessary for the installation of his work.
- B. Each Subcontractor must make suitable preparations for the installation of his work, including all piping, conduit, hangers, inserts, anchors, grounds, and supports that are to be embedded in concrete, masonry walls, floors, partitions, or structural members, or that are to pass through or be attached thereto. Each Subcontractor must provide and install proper sleeves, boxes, receptacles, or chases for all openings or recesses to receive his work occurring in or passing through any such members, all of which must be located accurately and secured firmly in place before any such masonry has been erected or concrete poured. Core drilling is the responsibility of each Subcontractor. It is to occur only under the supervision of the General Contractor and with the approval of the Structural Engineer.

17) ACCESS PANELS

- A. If shown on the drawings, the ceiling or wall Subcontractor is responsible for furnishing and installing access panels. Otherwise, each Subcontractor is responsible for furnishing any and all access panels for items of work installed under his contract that are not called for by the construction drawings.
- B. Installation of all access panels is the responsibility of the Subcontractor erecting the wall or ceiling system.
- C. If not shown, these access panels must be approved by the Architect prior to installation.

18) COORDINATION DRAWINGS

- A. Coordination drawings showing all horizontal and vertical dimensions must be prepared as follows:
  - 1. Drawings showing all sleeves, openings, and inserts must be prepared by each Subcontractor whose work passes through or recessed in the structural systems. These drawings must be prepared at such time and manner as reasonably directed by the General Contractor and will be subject to the review of the General Contractor and Architect.
  - 2. Where directed by the General Contractor, these drawings must be prepared on 36" x 48" Mylar overlays, utilizing the Contract Structural Drawings as background drawings. Subcontractors must incorporate all reasonable revisions arising from the coordination of sleeves, openings, and inserts at no additional cost to the Owner.
  - 3. Drawings must be prepared by all Subcontractors with items of Work located in or above ceilings or at any other location, as reasonably directed by the General Contractor. These drawings must be prepared at such time and manner as reasonably directed by the General Contractor and will be subject to the review of the General Contractor and Architect. Where directed by the General Contractor, these drawings must be prepared on Mylar overlays, utilizing architectural background drawings.

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4. Subcontractors must incorporate all reasonable revisions arising from the coordination of these items of Work at no additional cost to the Owner.

19) GENERAL PROTECTION

- A. Where work is conducted above or adjacent to existing construction, each Subcontractor must protect the existing construction, as necessary.
- B. Concrete floor slabs must be protected from construction damage. No heavy equipment will be permitted on the slabs until the concrete has obtained its designed strength.
- C. No work will be performed on concrete floors that would detrimentally affect the finish or appearance of uncovered floors or the application of finish flooring, where called for. Operations such as cutting or threading pipe, burring, welding, paint mixing, or clean-up of painting, will not be permitted in these areas.
- D. Smoking will not be permitted in the building.

20) BEHAVIOR OF CONSTRUCTION PERSONNEL

- A. The General Contractor and Owner will not tolerate any unseemly behavior from construction personnel. If such behavior results, immediate dismissal of the offending person from the job site may be demanded by the Owner and General Contractor.
- B. No unsanitary actions will be tolerated.

21) LICENSING FOR UTILITY WORK

- A. All utility work must be performed by Subcontractors licensed to perform that work and must be so indicated on the bid proposal.

22) SUBMITTALS/SHOP DRAWINGS

- A. Submittals must begin immediately after receipt of a Contract or Letter of Intent from the General Contractor. Submittals must be completed in time to allow for a minimum of two (2) weeks of review and turn around to the Subcontractor and not affect the construction schedule for the Project. Delays in shop drawings and continuous resubmittals will constitute a tacit acceptance by a Vendor or Subcontractor to perform, at no expense to the Owner, Architect, or General Contractor, overtime work in the shop or field to make up lost time in the construction schedule.
- B. Subcontractors or Vendors with detailed shop drawings requiring more than five (5) shop drawings or staggered submittals must meet with the General Contractor's Project Manager and submit a written schedule and sequence of drawing preparation, which must be agreed to by both parties prior to beginning shop drawings or any fabrication.
- C. All Items that become a part of the finished product require submittal.
- D. **Any deviation from the specification is to be clearly noted as a substitution and clear written descriptions of the differences between the specified product and submitted product is to be provided.**

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- E. With the exception of physical submittals, all submittals are to be submitted electronically. Submittals are to include all items indicated in the specifications, including, but not necessarily limited to the following:
1. Shop Drawings, Cut Sheets, Product Data, Certifications, Guarantees, etc.
  2. All Operation and Maintenance Manuals are to be submitted electronically in a searchable text file.
  3. All As-Built/Record Drawings are to be submitted electronically in a searchable text file.
  4. Physical Samples: Submit \_\_\_\_ each samples for every material/color required/requested.
- F. Transmittals must contain the following information:
1. Project title
  2. Company making submittal
  3. Specification section of submittal
  4. Contact in case an item submitted required discussion
  5. Date required to avoid delays in fabrication and the construction schedule
  6. Reason for submittal – i.e., approval, resubmittal, field, and file information, etc.

**Documents submitted for the first time or unapproved to-date shall be noted "FOR APPROVAL" or "FOR INFORMATION ONLY," as applicable thereon.**

G. Field and File Drawings:

1. Subcontractors and Vendors must make all corrections indicated on the submittal and furnish, if required, corrected electronic shop drawings noted **"FOR FIELD AND FILE"** or **"FOR CONSTRUCTION."**

H. Quality of Shop Drawings:

1. The Architect, Owner, and General Contractor reserve the right to reject shop drawings for review for reasons including, but not limited to, the inability to clearly read the information or dimensions on the drawings, scale too small for proper review, incomplete information, etc. Such rejected drawings must be redrawn and reworked without delay.
2. All materials to conform to specs and applicable codes and requirements. If a conflict exists between the specs and code, this Subcontractor will give immediate notification.
3. Stamped review by the designer or Clancy & Theys does not constitute approval to perform work that deviates from the plans and specification. Each contractor must still provide a complete scope of work per the contract documents.

I. Certification

1. All applicable systems and equipment shall receive required certifications.

23) AUTODESK BIM 360 FIELD MANAGEMENT SUITE

Clancy & Theys will likely use Autodesk BIM 360 Field Management suite on this project. The Autodesk BIM 360 Field Management suite consists of Autodesk 360 Field Manager, Mobile, and Reports. This software platform is an all in one field management solution for construction, enabling projects to create programs for quality, safety, commissioning and more. This software allows for the execution of these programs at the point of construction through mobile devices like the iPad and it measures the results through detailed reporting.



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Subcontractors access their lists of to do items, including work items and other field tasks, through a web based Subcontractor portal. On that portal they shall update the status of their issues through statuses as instructed by contractor personnel. For example, they will update issues from "Open" to "Work Completed" when work items are ready to be reviewed by others. Issues created in Autodesk BIM 360 Systems may have "Due Dates". Issues shall be completed by their due dates.

The Autodesk BIM 360 Subcontractor portal can be accessed from an existing desk top computer and does not require the purchase or installation of any software.

Operating hardware/ software requirements:

- Subcontractors will access the Autodesk BIM 360Systems database using a supported web browser running on a Microsoft Windows-based PC or laptop
- The web browsers supported include Internet Explorer (version 7 or 8), Mozilla Firefox, or Google Chrome
- Optionally, the Subcontractor can access the Autodesk BIM 360 Systems database through the Autodesk Mobile application, built on Apple's iPad platform.