



Exhibit L  
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following information and scope clarification should be incorporated in all subcontract proposals submitted for the [North Brunswick High School Addition and Renovations](#) project. Please acknowledge receipt of these instructions in your proposal.

Division 1

1. Applicable Subcontractors must comply with North Carolina Contracting License Requirements. Reference the applicable Contracting Licensing and Regulations per [http://www.ncibgc.org/link\\_fr.html](http://www.ncibgc.org/link_fr.html)
2. Project Schedule:
  - a. Bid Date: May 19, 2020 at 2:00pm
  - b. Notification of intended contract to low bidder July 1, 2020
  - c. Construction to begin July 15, 2020
  - d. Substantial Completion. July 15, 2021
  - e. Final Completion. August 15, 2021

Total construction duration to be 12 months.

1. W. M. Jordan encourages all subcontractors and suppliers to submit alternate value engineering suggestions when preparing their proposals. Your base proposal should be per plans and specifications.
2. Subcontractor will participate in a composite clean-up crew during time frame(s) in which the Subcontractor is onsite. Contribution to the composite clean-up crew will be one (1) person per five (5) personnel onsite. If the crew size is smaller than five (5), one (1) person shall be provided. W. M. Jordan Company will provide a foreman that will be responsible for the management of the composite clean-up crew.
3. Subcontractor shall dispose of all debris generated from the performance of this subcontract on a daily basis, including all lunch and coffee break waste, in order to maintain a safe, clean, neat, and orderly jobsite. If after a twenty-four (24) hour written notice, in the opinion of the Owner, Architect, or Construction Manager, proper housekeeping is not maintained, clean-up will be performed by the Construction Manager at the Subcontractor's expense. Subcontractor may deposit all light trash generated from the performance of this contract in the dumpster provided by the Construction Manager
4. Subcontractor is responsible for parking and transportation from remote parking to the jobsite. Per site logistics plan, minimal parking is allowed on site, but not directly at all portions of project. Parking will not be allowed in school's main parking lot unless as directed by W.M. Jordan

5. All Subcontractors shall coordinate his work with all above ceiling work including, but not limited to, fire suppression (sprinkler), mechanical, plumbing, sprinkler, and electrical.
6. All materials and equipment shall be delivered to the site as needed, when needed. All deliveries must be scheduled with the Construction Manager's superintendent at least twenty-four (24) hours in advance. Delivery Requirements: As coordinated by Subcontractor with WMJ on site Superintendent. Subcontractor is responsible to coordinate delivers with vendors. Please keep in mind the School will be in session during normal school hours and all deliveries must be scheduled **NO DELIVERIES WILL BE ACCEPTED BETWEEN THE HOURS OF 7:00AM AND 8:00AM and 2:00 and 3:30PM MONDAY THROUGH FRIDAY** (this excludes deliveries on small company pickup trucks and/or small box trucks as approved by project superintendent). Saturday deliveries will be accepted only on the approval of the project Superintendent.
7. Any materials intended to be billed for as stored material must be stored on site. No special arrangement will be made for payment for materials stored off site.
8. Subcontractor's superintendent and sub-subcontractor's superintendent shall be equipped with a cellular communications device at all times enabling constant communication with the Construction Manager. Details regarding phone numbers are required to be provided on subcontractor's information form as part of your contract documentation/execution process.
9. Subcontractor shall perform all excavation, backfilling, de-watering, and placement of spoils to be to central stock pile on site.
10. Each Subcontractor will be responsible for providing his own hoisting and crane rental for all material deliveries to the building.
11. Subcontractor shall furnish the Contractor with a list of all proposed second-tier suppliers and subcontractors within two weeks of the issuance of a Subcontract Agreement. Should Contractor reject any second-tier supplier(s) or subcontractor(s), Subcontractor shall either self-perform its work or hire another second-tier entity that is acceptable to the Contractor, at no additional cost to the Contractor.
12. Subcontractor's work shall be performed utilizing a minimum five-day work week; Monday through Friday, except as may be otherwise required by the contract documents or adjusted by the Construction Manager. Subcontractor shall not utilize a four-day workweek. Subcontractor shall work Saturdays following lost work days when its forces could not perform a full day's work due to inclement weather. Overtime, weekend and holiday work may be required to maintain project schedule.
13. All contractors to provide quality control for their own scope of work. Prior to W.M. Jordan punch list, each area of work shall be quality control checked by subcontractor and written documentation must be provided to W.M. Jordan Supervision.

14. Subcontractor shall provide all traffic control in accordance with local authority 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.
15. Construction Manager shall provide Subcontractor with one (1) set of electronic plans in and specifications in PDF format. Any printed sets shall be obtained at Subcontractor's expense. All subcontractors are encouraged to provide trade foreman with iPads or similar portable devices with which to access digital plans as stored on BlueBeam project studio (internet access required). All subcontractors are required to provide on-site personnel with means of accessing their own set of plans, whether print or digital form.
16. Unless required otherwise by the contract documents, the Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:
  - 1) Commercial General Liability: **(Negotiable based upon contract value)**
    - General Aggregate - \$2,000,000
    - Products – Completed Operations Aggregate - \$2,000,000
    - Personal & Advertising Injury - \$1,000,000
    - Each Occurrence - \$1,000,000
    - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
    - b) 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.
    - c) General Contractor, Owner and all other parties required by the General Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11 85) or CG 20 10 (10 93) AND CG 20 37 (10 01) or CG 20 33 (10 01) AND CG 20 37 (10 01) 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 and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
    - d) Subcontractor's CGL and Umbrella coverage shall include coverage for Completed Operations arising out of residential construction.
    - e) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage, including coverage for claims arising out of residential construction, for itself and each additional insured for at least 3 years after completion of the Work.
  - 2) Automobile Liability

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- a) Business Auto Liability with limits of at least \$1,000,000 each accident (Negotiable based upon contract value).
  - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - c) General Contractor, Owner and all other parties required by the General Contractor, shall be included as insureds on the auto policy.
  - 3) Commercial Umbrella
    - a. Umbrella limits must be at least \$5,000,000. (Negotiable based upon contract value)
    - b. Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
  - 4) Workers' Compensation and Employer's Liabilities: (Not negotiable)
    - Each Accident – \$100,000
    - Each Disease – Policy Limit - \$500,000
    - Each Employee - \$100,000
    - a) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
    - b) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy
  - 5) Professional Liability, if applicable - \$1,000,000
  - 6) Pollution Liability, if applicable - \$1,000,000
  - 7) Waiver of Subrogation:

Subcontractor waives all rights against Contractor, 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 Workers Compensation and Employers Liability insurance maintained per requirements stated above. Subcontractor's Workers Compensation policy has WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT with Contractor, Owner and Architect listed on SCHEDULE.
  - 8) Certificate and Endorsements
    - a) One (1) current certificate of insurance must be on file prior to the start of work.
    - b) Please state "Various Projects" under the Description of Operations. (This eliminates the need for a separate per project certificate).
    - c) Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.
    - d) Certificate Holder: W. M. Jordan Company, Inc.

- 9) For projects within the State of North Carolina: The Subcontractor shall defend, indemnify and hold harmless the Contractor and all of its agents and employees from and against all claims, damages, losses and expenses including attorneys fees arising out of or resulting from the performance of the Subcontractor's work under this Subcontract, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Subcontractor or anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether it is caused in part by a party indemnified hereunder, but only to the extent of that portion of the claim, damage, loss or expense attributable to the Subcontractor.
17. In accordance with the provisions of the Federal OSHA Hazard Communication Standard 29CFR-1926.59, Vendor must submit a "Material Safety Data" for any product(s) which will be delivered to the jobsite or used on the jobsite which is defined under the OSHA Standard as hazardous. The MSD must be received by the Contractor 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 the Contractor and the Owner harmless from any and all associated costs and claims related to their use.
18. Subcontractor shall pay all sales tax, which is applicable to the materials purchased under this subcontract Agreement. Subcontractor will be responsible to fill out and submit monthly, with their application of payment the attached North Carolina Sales Tax report for all materials. This report is used by Brunswick County to be reimbursed for taxes paid / collected in other counties. **(See Form A attached)**
19. The Construction Manager will provide project baseline control points and benchmarks from which all other layouts will be determined. All engineering and layout necessary for the performance of the work covered by this Subcontract is the responsibility of the Subcontractor. Subcontractor is responsible for all field measurements associated with its work.
20. Subcontractor shall include all cutting and patching associated with their work.
21. Subcontractor will be responsible for their respective blocking and coordination of such

22. Subcontractor shall furnish and install all fire-safing, fire caulking, acoustical sealant or smoke sealant as required to maintain the integrity of all fire rated walls, floors, and ceilings at penetrations made in connection with the performance of his work.
23. Each Subcontractor shall furnish and locate, for installation by drywall Subcontractor, all access doors not shown on architectural drawings but required to access any items provided under his scope of work. Drywall subcontractor will furnish and install access doors shown on the architectural & structural drawings.
24. All safety requirements are the full responsibility of the subcontractor. Including but not limited to hand rails, harnesses for manpower, properly installed scaffold, hard hats, safety vests, eye protection and proper footwear. ALL foremen and personnel are required to complete safety orientation prior to start of work. Any subcontractor with 10 workers or more on the job site is required to have a designated safety person on the job. This person could be a tooled worker but should be the company competent person for inspecting tools, equipment, work conditions (trench, excavation, scaffold, etc.) and would be our direct, on site contact person for safety concerns. This person would also be required to attend the EM 385 required on-site monthly safety meeting with one of Construction Managers safety managers.
25. BIM Requirements: Mechanical, Electrical, Plumbing and Sprinkler subcontractor will be responsible for meeting all requirements outlined by the Construction Manager requirements. A BIM Manager (Project Manager) is required for those subcontractors who provide modeling content for the "Consolidated Model". This individual will be the single point of contact for management of their scope under the Virtual Construction Requirements.
  - The BIM Manager and on-site foreman/superintendent are responsible for attending on-site BIM coordination meetings.
26. All subcontractors shall be required to attend a Preparatory conference to review site logistic, project policies, and scope of work. Required attendance by Project Manager and on-site superintendent/foremen.
27. This project will be constructed at an occupied school campus. At no time are any of the workers / trade management allowed to interact with any of the students and staff from the school. Any observed or reported interaction will be means of immediate removal from site. Additionally, all subcontracted trades and vendors will be required to fill out the attached Sexual Offender Registry Check Certification (**See Form B attached**), which provides affidavit of the personnel you have on site, working or making deliver too, certification that the persons does not appear on any of the sex offender's registries.
28. The drawings and specifications are complementary, one to the other, and that which is shown on the drawings or called for in the specification shall be binding as if it were both called for and shown. The intent of the drawing and specification is to establish the scope



of labor, materials, transportation, equipment and any things necessary to provide a complete job. All bidding subcontractors are directed to review all related material prior to establishing their proposal for the scope of work they intend to bid upon. In cases of discrepancy or disagreement in the documents, the bidding subcontractor is required to notify the Construction Manager of arbitrary or conflicting information. The design team will then provide an answer to this bidders question, which shall distributed to all bidders in form of addendum to allow equal and fair bidding. Any assumption made by not asking for clarification in such situations would be at the bidders own risk.

29. Changes in work, allowable overhead and profit mark up on self-performed work or materials supplied shall be no more than 15 % total. Allowable overhead and profit mark up on work performed by second tier subcontracted / vendor shall be no more than 6 % total. No allowable mark- up for subcontractors / vendors above second tier. Subcontractor labor burden to not be more than 39% of the actual cost of labor. In case of deductible change orders the subcontractor / vendor shall be responsible to provide 7 % profit, but no allowance for overhead.
30. Subcontractor is aware that Contractor has an active and aggressive Quality Control Program. The highest level of Quality Control will be managed by Subcontractor's project managers and will not be delegated to on-site superintendents. In that regard the Contractor will provide a project specific quality control plan that will identify various levels of responsibility by the Subcontractor. The Subcontractor will participate and assist fully with the Contractor's Quality Control Program.
31. INSPECTION OF EXISTING CONDITIONS: Each subcontractor shall check the accuracy of the building structure and/or surface to receive its work and notify the Construction Manager of any deficiencies prior to beginning it work. Subcontractor shall not proceed with work until unsatisfactory conditions have been corrected and shall not apply work over other subcontractor's uncompleted work. Commencement of installation constitutes acceptance of structure and/or base surfaces and the cost of any corrective work due to faulty base surfaces shall be borne by the installer applying his materials thereon.
32. UTILITIES VERIFICATION: Subcontractor shall verify locations of all existing utilities within the Construction Areas prior to commencing the Work. Subcontractor shall abide by the "Underground Facility Damage and Safety Act" which requires anyone doing any type of excavating, tunneling or demolition to call all agencies having jurisdiction. An excavator must call the local utility companies, and the Owner's Facilities and Maintenance Department not less than two or more than five business days before beginning any excavation. Any damage to existing utilities during construction will be repaired immediately as required to minimize disruption of the businesses and residences at the expense of Subcontractor that caused the damage.
33. TOBACCO RESTRICTIONS: The use of tobacco products will not be allowed within the confines of this project. Each subcontractor shall police its own employees to ensure compliance with this policy.

34. MOBILIZATIONS, CONCURRENT WORK, PHASED TURNOVER:

- A. Subcontractor acknowledges that the Project will have a phased turnover in accordance with the Project Schedule and that multiple mobilizations will be required and are included as part of the Subcontract Agreement. Additionally, Subcontractor acknowledges that the Project has multiple building areas and concurrent work on each building area will be required in order to complete on schedule, and that all costs for doing same are included. The Subcontractor further acknowledges that separate crews, supervision, material deliveries, shop drawings, inspections, etc. will be required for each of the building areas in order to maintain the project schedule, and that all costs for doing same are included.
- B. Subcontractor shall mobilize within three (3) calendar days of Contractor's notification with complete work force, materials, supervision, labor and equipment available to maintain and complete scheduled activities
- C. Subcontractor also acknowledges that subsequent bid packages and scopes of work will proceed and/or follow work under this agreement. Subcontractor is herein required to schedule and coordinate with such subsequent bid packages to ensure continuity of work.
- D. Critical work Subcontractors (with equipment and logistical constraints) agrees to mobilize the field supervisor full time to the project at minimum of 3 days before scheduled start of work to understand the scope of work, issue RFI's, understand logistics, etc. to enable all trades to begin executing work in FULL force the subcontractor is scheduled to commence work.

End of Supplementary Instructions

Attachments:

Form A North Carolina State and Local sales taxes paid tracking form.

Form B Sex Offenders Registry Certification Form