



SUBCONTRACT AGREEMENT

between

W. M. JORDAN COMPANY, INC.

Contractor

and

«SubcontractorNam»

Subcontractor

for

Project Name

Job No. XX-XXX

Project

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SCHEDULE OF EXHIBITS

| | |
|-----------|---|
| Exhibit A | Subcontractor Scope of Work |
| Exhibit B | Project Policies and Procedures |
| Exhibit C | Document List |
| Exhibit D | Application for Payment Form |
| Exhibit E | Not Used |
| Exhibit F | Second Tier Subcontractors and Suppliers |
| Exhibit G | Insurance Requirements |
| Exhibit H | Daily Report/Manpower Summary Form |
| Exhibit I | Subcontractor/Supplier Information Sheet |
| Exhibit J | Design Build Requirements |
| Exhibit K | Standard Subcontract Attachment |
| Exhibit L | Supplementary Instructions to Bidders |
| Exhibit M | Electronic Information Addendum |
| Exhibit N | Project Statement |
| Exhibit O | State of NC County Sales & Use Tax Report |
| Exhibit P | Final Payment Lien Waiver & Release |
| Exhibit Q | Form E-589CI, Affidavit of Capital Improvement |
| Exhibit R | Project Schedule |
| Form A | Sexual Offender Registry Check Certification Form |
| Form B | Bid Form as Submitted by Subcontractor |
| Form C | Post Bid Scope Review Meeting Minutes |



Subcontract Agreement

Date: **Date**

This Subcontract is effective on the above date, and must be signed by Subcontractor and returned to W. M. JORDAN COMPANY, INC. within fourteen (14) days of Subcontract Date. If executed Subcontract is not received by W. M. JORDAN COMPANY within thirty (30) days of Subcontract Date, it is DEEMED ACCEPTED by the Subcontractor.

Awarded By: **W. M. JORDAN COMPANY, INC.**
1712 Eastwood Road, Suite 200
Wilmington, North Carolina 28403
Ph: (910) 679-4551, Fax: (910) 679-4606
NC General Contracting License No. 29260

Awarded To: **«SubcontractorNam» ("the Subcontractor")**
«Address1»
«City», «State» «ZipCode»
Ph: «Telephone1», Fax: «Fax»

Project: **Project Name**
Project Address
City, State Zip Code
Job No. XX-XXX

Architect: **Name**
Address
City, State Zip Code

Owner: **Name**
Address
City, State Zip Code

Owner's Mechanic's Lien Agent:
Name
Address
City, State Zip Code

Subcontract Amount: **«DollarALPHA» dollars («DollarNumeric»)**

Retainage Amount: **«Retainage»**

Subcontractor Billing Cost Code: **«COSTCODE»**

Performance and Payment Bond Required: **«BOND»**, if applicable, complete Payment Bond information on Page 9

Project Completion Date: **XXXXXXXX**

Subcontractor Completion Date: **as scheduled by W. M. JORDAN COMPANY**

W. M. JORDAN COMPANY and Subcontractor, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby agree as follows:

1. **SUBCONTRACT WORK**

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 – Subcontractor Scope of Work, attached hereto.

2. **CONTRACT**

W. M. Jordan Company'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 W. M. Jordan Company under the Subcontract that W. M. Jordan Company 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 W. M. Jordan Company /Subcontractor relationship. Time limitations set forth in such provisions will be shortened as necessary to provide W. M. Jordan Company time to meet its obligations. In the event of a conflict between any such provisions and the Subcontract, the more stringent condition 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 – Document List 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 W. M. Jordan Company, Inc. In the event W. M. Jordan Company 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 Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of any of these documents. In the event of a discrepancy among any of the Subcontract Documents, the following shall be the order of precedence, with the document taking precedent listed first: The Subcontract Agreement, The Specifications, The Drawings, The General Contract together with Addenda and Modifications; provided however, that in the event any of these documents conflict, the more stringent requirement shall apply. Furthermore, should the General Contract contain an Order of Precedence Clause, such clause shall govern the interpretation of the General Contract.

(B) W. M. Jordan Company will provide the Subcontractor with plans and specifications electronically. Additional sets shall be obtained at the Subcontractor's expense.

4. SUBCONTRACT SUM AND PAYMENT

(A) W. M. Jordan Company shall pay the Subcontractor for the Subcontract Work, the "Subcontract Amount."

(B) W. M. Jordan Company shall pay progress payments to Subcontractor on the schedule provided by the General Contract, or monthly. Such progress payments shall be made after receipt of payment from the Owner, out of the amount paid to W. M. Jordan Company 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 W. M. Jordan Company on account of Subcontractor's portion of the Work. Subcontractor shall likewise make payments to its subcontractors in the same manner, and require any sub-subcontractors it employs to do the same.

(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 W. M. Jordan Company may require.

(D) W. M. Jordan Company's obligation to pay the Subcontract Amount is executory and conditional upon Subcontractor's compliance with this Agreement, and Subcontractor's completion of work. W. M. Jordan Company shall make payments to Subcontractor within seven (7) days after W. M. Jordan Company's receipt of payment from the Owner, or such shorter time as required by law, and less deduction for improperly or untimely performed work, for work performed by W. M. Jordan Company for Subcontractor's account, and/or as otherwise allowed under this Subcontract Agreement. W. M. Jordan Company 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) AND RECEIVED BY W. M. JORDAN COMPANY BY THE **20TH DAY** OF EACH MONTH. AT THE DISCRETION OF THE PROJECT MANAGER, THIS DATE MAY BE ADJUSTED TO ACCOMMODATE OWNER PAYMENT PROCEDURES. Payment applications received in a timely manner will be paid in accordance with this provision of the Subcontract, less any deductions for improperly or untimely performed work or for work performed by W. M. Jordan Company for the Subcontractor's account.

(E) If at any time there shall be evidence of a lien or claim either of which is potentially chargeable to Subcontractor, or which, if established, might render W. M. Jordan Company or the Owner liable to the claimant, or if Subcontractor shall incur any liability to W. M. Jordan Company, or if W. M. Jordan Company shall have any claim or demand against Subcontractor of any kind or for any reason, whether or not reduced to judgment or award, and whether or not it relates to this Subcontract, W. M. Jordan Company shall have the right to retain out of any payment due, or to become due under this Agreement or any other agreement between W. M. Jordan Company and the Subcontractor, an amount sufficient to indemnify W. M. Jordan Company and Owner against such lien or claim, or to fully satisfy such liability, claim or demand. W. M. Jordan Company 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 W. M. Jordan Company within TEN (10) DAYS of demand all funds 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 funds from Subcontractor. Should W.M. Jordan Company lose confidence in Subcontractor's ability to satisfy its obligations to its subcontractors and suppliers on the Project, it reserves the right to enter into joint-check payment arrangements with Subcontractor and any such entities as may be required for the efficient administration of the General Contract, subject to the Standard Terms and Conditions of Joint Check Procedures of W. M. Jordan Company. No such joint check arrangement shall relieve Subcontractor of its payment obligation or create a separate obligation of payment by W.M. Jordan Company and Subcontractor's subcontractor or supplier.

(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 W. M. Jordan Company to Subcontractor, and shall furnish satisfactory evidence, when requested by W. M. Jordan Company, to verify compliance with this requirement, including, but not limited to providing W. M. Jordan Company with a list of suppliers and vendors with contact information. Subcontractor further agrees that prior to payment it must provide W. M. Jordan Company: (a) an executed Subcontractor Application and Certificate for Payment (Exhibit D attached hereto); (b) an executed waiver and release of lien and/or bond rights; and (c) a Subcontractor Daily Report / Manpower Summary

(Exhibit H attached hereto) for each day worked that month. Subcontractor agrees and covenants that payments received for the performance of the Work shall be used solely for the benefit of persons and firms supplying labor, materials, supplies, tools, machines, equipment, plant or services exclusively for the Project in connection with this Subcontract and having the right to assert liens or other claims against the land, improvements or funds involved in the Project or against any bond or other security posted by W. M. Jordan Company or Owner, that **any money paid to Subcontractor pursuant to this Subcontract shall immediately become and constitute a trust fund for the benefit of said persons and firms, and shall not in any instance be directed by Subcontractor to any other purpose** until all obligations arising thereunder have been fully discharged and all claims arising therefrom have been fully paid. Subcontractor agrees, as a condition precedent to payment hereunder, to furnish W. M. Jordan Company with such partial or final releases of claims or waivers of Lien as W. M. Jordan Company may from time to time request.

5. FINAL PAYMENT

(A) Upon acceptance of the Subcontract Work by W. M. Jordan Company and Owner, and upon the Subcontractor's furnishing evidence of fulfillment of the Subcontractor's obligations in accordance with the Subcontract Documents, W. M. Jordan Company shall process the Subcontractor's application for Final Payment. The Subcontractor shall submit to W. M. Jordan Company: (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 W. M. Jordan Company 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 in accordance with the Subcontract Agreement. TIME IS OF THE ESSENCE FOR THE COMPLETION OF THE SUBCONTRACTOR'S OBLIGATIONS UNDER THIS SUBCONTRACT. The Subcontractor shall coordinate all work with W. M. Jordan Company 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 W. M. Jordan Company. If W. M. Jordan Company is assessed liquidated damages for any failure to timely complete the Subcontract Work, then W. M. Jordan Company 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 W. M. Jordan Company 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 material breach of this Subcontract and default by Subcontractor.

(B) The Subcontractor shall cooperate with W. M. Jordan Company in planning, scheduling and performing work hereunder in coordination with W. M. Jordan Company'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 W. M. Jordan Company. 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 for each product and activity and necessary manpower loadings. The activities on the schedule must be at a level of detail approved by W. M. Jordan Company and agree with the terminology and building sequencing established by W. M. Jordan Company. W. M. Jordan Company will compile all Subcontractors' schedules and develop a Project Master Construction Schedule. Once issued by W. M. Jordan Company, this schedule will become the project plan for construction.

(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 W. M. Jordan Company under the General Contract and the Subcontract Completion Date and Performance Period shall be revised accordingly. W. M. Jordan Company 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 W. M. Jordan Company has first recovered the same on behalf of the Subcontractor from said party. Apart from recovery from said party, 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 W. M. Jordan Company, the Subcontractor is behind schedule and is so notified by W. M. Jordan Company in writing, the Subcontractor will be required to furnish to W. M. Jordan Company 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 W. M. Jordan Company, W. M. Jordan Company reserves the right to take whatever steps necessary to bring the work in compliance with the Project 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 W. M. Jordan Company, in conformance with the Project Master Construction Schedule.

(I) If, in the opinion of W. M. Jordan Company, the Subcontractor fails to make sufficient progress accomplishing the Subcontract Work in the time required by the Subcontract Documents, W. M. Jordan Company may, FORTY-EIGHT (48) hours after 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 W. M. Jordan Company to employ counsel or to take legal action to enforce the obligation of the Subcontractor, or should W. M. Jordan Company become involved in litigation arising

out of or relating to any part of the Subcontract Work, the Subcontractor shall pay W. M. Jordan Company 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 W. M. Jordan Company. 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. Prior to commencement of Subcontract work, Subcontractor shall hold a valid contractor's license in the jurisdiction in which the work is performed and shall maintain such license for the duration of the Subcontract work.

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 W. M. Jordan Company. The Subcontractor shall remove from the site of the work any supervision, craftsman or employee considered unsatisfactory by W. M. Jordan Company. All lower tier subcontractors of the Subcontractor must be approved by W. M. Jordan Company, 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 W. M. Jordan Company or Owner shall remain the property of W. M. Jordan Company or the Owner, as applicable, and Subcontractor shall bear the risk of loss of and damage to such property, normal wear and tear accepted. W. M. Jordan Company 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 W. M. Jordan Company in connection with the Subcontract, are confidential and the property of W. M. Jordan Company 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 W. M. Jordan Company.

11. CHANGES

(A) W. M. Jordan Company 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. W. M. Jordan Company may direct the Subcontractor to perform changes to the Subcontract Work under the same terms and conditions as W. M. Jordan Company 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; provided however, that such right to an equitable adjustment is subject to all conditions precedent to making changes in the Subcontract, including notice and written directive to perform. W. M. Jordan Company 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.

(B) No alleged change, actual change, change order, claim or dispute herein shall excuse Subcontractor from proceeding timely and diligently with performance of the Subcontract Work, as may be changed by W. M. Jordan Company or the Owner.

(C) Subcontractor shall respond in writing in accordance with the time set forth in any request for proposal, but no more than FOURTEEN (14) CALENDAR DAYS to any requests for proposal issued by W. M. Jordan Company. Should the Subcontractor fail to respond within this time period, W. M. Jordan Company 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 W.M. Jordan Company 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 W. M. Jordan Company 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 W. M. Jordan Company's acceptance of an itemized breakdown of quantity and unit cost; 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 disputes the method of adjustment, the method and the adjustment shall be determined by W. M. Jordan Company 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 or such other allowance as may be required by the General Contract. The Subcontractor shall maintain for W. M. Jordan Company's 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 dispute between the Subcontractor and W. M. Jordan Company for which the Owner is or may be liable, in whole or in part, the Subcontractor will prepare its claim and will present it to W. M. Jordan Company for submission to the Owner within a time sufficient for W. M. Jordan Company to submit it to the Owner as required by the General Contract. W. M. Jordan Company will cooperate with the Subcontractor in presenting such 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, and that this remedy shall be the Subcontractor's sole and exclusive remedy in lieu of any claim directly against W. M. Jordan Company or its bonding company regardless of the outcome of the claim. Any claims by the Subcontractor not made within ONE (1) YEAR from the date when the cause of action accrued, or such lesser time if required by the General Contract, shall be waived.

(B) The Subcontractor agrees that all other disputes not included in subparagraph (A) above shall be litigated in the Superior Court of Wake County, NC, or the United States District Court for the Eastern District of North Carolina, Raleigh Division, regardless of the location of Subcontractor's work or the Project. The parties hereby expressly consent to the jurisdiction and venue of said courts. All sureties of the Subcontractor similarly consent to the jurisdiction and venue of said courts.

(C) At the sole discretion of W. M. Jordan Company, claims included in subparagraphs (A) or (B), above, may be arbitrated or decided by some other means of alternative dispute resolution. If W. M. Jordan Company determines that resolution of any dispute between the Subcontractor and W. M. Jordan Company shall be made in such manner, litigation pursuant to subparagraph (B), above, shall not be permitted. Further, Subcontractor agrees to participate in any arbitration or other form of alternative dispute resolution between W. M. Jordan Company and the Owner that in any way arises out of or relates to the Subcontract Work. If arbitration is the forum chosen by W. M. Jordan Company in its sole discretion, it shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties agree otherwise. Venue for any hearings resulting from W. M. Jordan Company's choice of alternative dispute resolution shall be Raleigh, North Carolina.

(D) The parties agree that a decision by the Owner's architect or engineer shall not be a condition precedent to litigation under subparagraph (B) or alternative dispute resolution under subparagraph (C) above. Subcontractor shall proceed diligently with the Subcontract Work pending resolution of any dispute. Any claims by the Subcontractor not made within ONE (1) YEAR from the date when the cause of action accrued shall be waived.

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 W. M. Jordan Company in writing within THREE (3) WORKING DAYS of the discovery by the Subcontractor. Upon receipt of such notice, W. M. Jordan Company shall instruct the Subcontractor as to the measures to be taken and the Subcontractor shall comply with W. M. Jordan Company's instructions.

(B) The Subcontractor shall assure that its shop drawings, samples and other submittals strictly conform to the Contract Documents. Subcontractor shall provide ALL submittals, including, but not limited to product samples and shop drawings, to W. M. Jordan Company within TWENTY (20) CALENDAR DAYS OF RECEIPT OF THIS SUBCONTRACT, or such earlier time required by W. M. Jordan Company to meet the Project Schedule. Submittals shall be provided in the quantity required by W. M. Jordan Company, and shall be furnished in accordance with W. M. Jordan Company Standard Submittal Procedures. 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 W. M. Jordan Company authorizing such deviation, substitution or change.

(C) Immediately upon award of the Subcontract, Subcontractor shall furnish W. M. Jordan Company 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 W. M. Jordan Company's standard form Subcontractor List of Second-Tier Subcontractors/Suppliers, attached hereto as Exhibit F, and Subcontractor/Supplier Information Sheet, attached hereto as Exhibit I. W. M. Jordan Company 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 W. M. Jordan Company has made reasonable and timely objection. If W. M. Jordan Company has reasonable objection to a person or entity proposed by the Subcontractor, the Subcontractor shall propose another to whom W. M. Jordan Company has no reasonable objection and Subcontractor shall have no claim for additional compensation for such required change.

(D) Prior to the commencement of the Subcontract Work:

- a) Subcontractor's Project Manager and Superintendent must attend a preparatory meeting. Meeting will review safety, field procedures, scope of work, schedule and current project status. Meeting will typically be scheduled two weeks prior to the commencement of work.
- b) 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 W. M. Jordan Company in writing of such condition. If notice is not properly made, Subcontractor waives any and all claims it may have arising out of or related to existing jobsite conditions. Subcontractor agrees that it will protect and preserve existing conditions at the jobsite, and restore or replace any portion of the jobsite to its original condition that is disturbed as a result of such inspection.

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 W. M. Jordan Company 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 W. M. Jordan Company.

17. WARRANTIES

The Subcontractor shall provide all 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 design and performance requirements and be free from all 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 W. M. Jordan Company. Any extended warranty in excess of one year shall be for the direct benefit of the Owner. Furthermore, W. M. Jordan Company shall not be deemed to have accepted any Subcontract Work until the Owner has finally accepted it. W. M. Jordan Company may at any time during the warranty period require the Subcontractor to remedy by repair, correction, or replacement, without cost to W. M. Jordan Company, 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 notwithstanding any other agreement to the contrary in this Subcontract, shall be liable for any consequential damages caused thereby.

18. DAMAGES AND CORRECTION OF SUBCONTRACT WORK

The Subcontractor shall be liable to W. M. Jordan Company for any damages, actual or liquidated which W. M. Jordan Company may sustain as a result of failure or delay by the Subcontractor in the performance of the Subcontract Work as scheduled. If any Subcontract Work proves defective or deficient, such defects or deficiencies shall, as required by W. M. Jordan Company, be corrected and repaired by the Subcontractor, at the Subcontractor's expense and to the satisfaction of W. M. Jordan Company. If the Subcontractor's correction or removal of Subcontract Work destroys or damages completed or partially completed work of the Owner, W. M. Jordan Company or any other contractor or subcontractor, the Subcontractor shall be responsible for the cost of correcting such destroyed or damaged construction. If, after FORTY-EIGHT (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 W. M. Jordan Company, or W. M. Jordan Company 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 W. M. Jordan Company at the Subcontractor's expense. Should it become necessary for W. M. Jordan Company to employ counsel or to take legal action to enforce the obligation of the Subcontractor, or should W. M. Jordan Company become involved in any dispute resolution proceeding arising out of or relating to any part of the Subcontract Work, the Subcontractor shall pay W. M. Jordan Company 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 W. M. Jordan Company, 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 W. M. Jordan Company Standard 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.

(B) Prior to commencement of the Subcontract Work and as often thereafter as W. M. Jordan may request, the Subcontractor will furnish to W. M. Jordan Company original Certificates of Insurance, in a form acceptable to W. M. Jordan Company, of the required insurance, and upon request by W. M. Jordan Company, an actual copy of the policy or policies with all endorsements. The Certificates of Insurance shall state that in the event of cancellation, notice will be delivered in accordance with policy provisions.

(C) 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) W. M. Jordan Company 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

Subcontractor shall be solely responsible for all materials, equipment and work until the project is accepted by W. M. Jordan Company and the Owner, including with respect to risk of loss of or to the same. Provided damages to person or property are not caused in whole or part by W. M. Jordan Company, Subcontractor shall exonerate, indemnify and hold W. M. Jordan Company harmless of, from

and respecting claims, demands, losses or damages otherwise resulting from any act or omission of Subcontractor. If not solely caused by Subcontractor, Subcontractor shall proportionally exonerate, indemnify and hold W.M. Jordan Company harmless of, from and respecting claims, demands, losses and/or damages otherwise resulting from any act or omission of Subcontractor to the proportional extent caused by Subcontractor. Subcontractor's indemnity obligations hereunder are to the fullest extent permitted by law to indemnify, hold harmless, protect and defend W.M. Jordan Company from and against all claims, damages, losses, liabilities and expenses arising out of or resulting from the performance of Subcontractor's Work, or other activities or services of any kind undertaken by Subcontractor, whether occurring on or off the Project's site. This obligation is in no way limited by other specific obligations of indemnity mentioned elsewhere herein. Subcontractor's liability extends to all amounts paid by W.M. Jordan Company in good faith under the belief that W.M. Jordan Company was or may be liable for the same and/or such payments were necessary or advisable to protect any of W.M. Jordan Company's rights as to avoid or lessen W.M. Jordan Company's liability or alleged liability.

22. BONDS

If indicated by checking this provision on page one of this Subcontract Agreement, the Subcontractor agrees that it shall provide Performance and Payment Bonds each equal to 100% of the Subcontract Sum, in favor of W. M. Jordan Company, 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 W. M. Jordan Company.

23. TERMINATION AND DEFAULT

(A) This Subcontract may be terminated by W. M. Jordan Company, in whole or in part, (1) whenever Subcontractor defaults in its performance of the Subcontract, in any manner, and fails to remedy such default within FORTY-EIGHT (48) HOURS after receipt by Subcontractor of a notice specifying the default; or (2) whenever for any reason W. M. Jordan Company determines that such termination is for its convenience. Any termination shall be effective by electronic transmission, mailing, delivering or faxing to Subcontractor a Notice of Termination, and Subcontractor shall comply with all reasonable requirements set forth in such notice.

(B) If as a result of a default by Subcontractor, W. M. Jordan Company shall incur damages, or become obligated to pay damages or shall otherwise incur additional expenses, including costs of delay, acceleration or disruption, Subcontractor agrees to pay to W. M. Jordan Company as actual damages, and not as a penalty, all damages (including liquidated damages) or expenses (including but not limited to, attorney's fees) so incurred by W. M. Jordan Company plus interest. In the event of default by Subcontractor, W. M. Jordan Company has the right to take possession of all materials, appliances, fixtures, plant equipment, tools, construction equipment and machinery at the Project site for the purpose of facilitating completion of the Subcontract Work.

(C) If W. M. Jordan Company effects a termination on the basis of a default by Subcontractor, and it is thereafter determined that Subcontractor was not in default, such termination shall then be deemed to have been effected for the convenience of W. M. Jordan Company, and the extent of W. M. Jordan Company's liability shall be governed by subparagraph D, below.

(D) If the Subcontract is terminated for convenience, Subcontractor shall only be entitled to receive as payment the difference between an amount equal to the proportion of the Subcontract Sum, representing the percent of the Subcontract Work completed by Subcontractor and finally accepted, and the total of all amounts previously paid to Subcontractor, or in the event of a termination initiated by the Owner the amount due the Subcontractor as determined by the Owner. Without limiting the foregoing, Subcontractor shall specifically not be entitled to receive profit and overhead on work not performed, nor special, consequential or punitive damages in connection with such termination.

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, accused or under investigation for 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 W. M. Jordan Company Project Policies and Procedures as set forth in Exhibit B 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 W. M. Jordan Company and the Owner. Should the Subcontractor fail to comply with any or all of the requirements hereunder, W. M. Jordan Company will perform the necessary clean up at the sole expense of the Subcontractor.

(B) The Subcontractor shall complete, in a timely manner, the Subcontractor Daily Reports forms set forth in Exhibit H, attached hereto.

(C) Subcontractor shall take all reasonable safety precautions with respect to the performance of the Subcontract Work, shall comply with all safety regulations initiated by W. M. Jordan Company 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 W. M. Jordan Company harmless for any violation by the Subcontractor's workers, employees, agents or lower tier subcontractors of any law or regulation, and shall reimburse W. M. Jordan Company 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) During the performance of this contract, the Subcontractor agrees that it will not discriminate against any employees or applicants for employment because of race, color, religion, gender, age, disability, sexual orientation, gender identity or expression, genetic information, amnesty, marital status, national origin, or status as a covered veteran except where one or more of these items is a bona fide occupational qualification reasonable and necessary to the normal operations of W.M. Jordan Company. Subcontractor also agrees to post in conspicuous places accessible to the employees or applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Subcontractor will be and states that it is an equal opportunity employer in all solicitations or advertisements for employment.
- (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, gender, age, disability, sexual orientation, gender identity or expression, genetic information, amnesty, marital status, national origin, or status as a covered veteran.
- (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 W. M. Jordan Company, the Owner or the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (F) W. M. Jordan Company is a federal contractor and as a vendor or subcontractor you may be required to comply with the requirements of Executive Order 11246, Section 503, VEVRAA. Pursuant to 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a): **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability."**
- (G) Per North Carolina's Equal Employment Practice Act: employers with 15 or more employees "must give all persons the right and opportunity to seek obtain and hold employment without discrimination or abridgment on account of race, religion, color, national origin, age, sex or persons with disabilities."
- (H) 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 W. M. Jordan Company. 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 W. M. Jordan Company. 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 W. M. Jordan Company, Subcontractor agrees that W. M. Jordan Company 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 W. M. Jordan Company.

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 W. M. Jordan Company 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 W. M. Jordan Company; (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 North Carolina without regard to its choice of law rules.

29. NOTICES

All notices required to be given under this Subcontract to W. M. Jordan Company shall be sufficient if in writing and (A) personally delivered to a corporate officer; (B) sent by certified mail, return receipt requested and postage prepaid to the address identified in the Subcontract; (C) sent via facsimile transmission to the facsimile numbers identified in the Subcontract and receipt acknowledge by W.M. Jordan Company; or (4) sent via other electronic transmission, but only if a corporate officer also acknowledges receipt of such transmission.

Job Name
Job No. XX-XXX

Wherefore, the parties have placed their hands and seals.

W. M. JORDAN COMPANY, INC.

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

ESTIMATOR LEGAL NAME NO TITLE
(Printed Name of Authorized Representative)

Date: _____

«SubcontractorNam»

Contractor's License No. (Plumbing, Heating and Fire Sprinkler Contractors, Electrical Contractors, and Refrigeration Contractors are
required to be properly licensed in North Carolina.) _____ Class _____ Expiration _____
Fed ID or SS No. _____

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

(Printed Name and Title of Authorized Representative)

Date: _____

Payment Bond:

Bond No.: _____

Surety: _____

Surety's principal place of business: _____

Name, phone # and address of agent authorized by contractor to accept service of requests for payment bonds, notice of public subcontract and notice of claim on payment bond:

Name: _____

Phone #: _____

Address: _____

Subcontractor Scope of Work
Exhibit A

Job Name
Job No. XX-XXX

Subcontractor LEGAL Name

**PLEASE SEE
BID DOCUMENTS**

Project Policies and Procedures

Exhibit B

Job Name

Job No. XX-XXX

«SubcontractorNam»

Estimator marks up as part of contract prep. Changes per job but won't change per subcontract.

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

2. Subcontractor shall submit for approval by the Architect and/or Owner at least one electronic copy initially followed by XXXX (X) hard copies after approval of electronic copy of product data, one electronic initially followed by XXXX (X) hard copies after approval of electronic copy of shop drawings (including one reproducible) and XXXX (X) samples as required by the contract documents. Subcontractor shall thoroughly review all such submittals and stamp them to certify that the proposed work conforms to the requirements of contract documents. Please contact PROJECT ENGINEER at EMAIL@wmjordan.com for access to the SharePoint Portal for electronic processing of submittals and for any specific questions regarding submittals. Submittals must be submitted in the time frame outlined in the project specifications, but in no case later than 20 days from the date of this Agreement.

3. *This Project is "Leadership in Energy and Environmental Design (LEED)" Certified and all LEED requirements included in the Project Documents associated with your Scope of Work will be adhered to. Refer to specification sections:*

XXXXXX - LEED Credit Summary

XXXXXX - LEED Certification Procedures

XXXXXX - LEED Submittal Forms

Please note LEED will determine the products you can use as well as the distance you can manufacturer and extract from in a 500 mile radius from the project. LEED requirements must be met in order to be contract compliant. Non-compliance could result in termination or non-award of contract.

4. Subcontractor Project Manager and Superintendent must attend all weekly jobsite Subcontractor Meetings and Monthly Progress Meetings. Failure to attend these meetings may result in withholding of progress payments.

5. The Subcontractor Daily Report / Manpower Summary, attached hereto as Exhibit H, must be submitted in writing to W. M. Jordan Company's Project Superintendent 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.

6. Subcontractor's work shall be performed utilizing a five-day workweek, Monday through Friday, except as required by the General Contract or W. M. Jordan Company. Subcontractor shall use Saturday as a make-up day for any missed work days during the normal work week. All weekend work shall be coordinated with W. M. Jordan Company.

7. Subcontractor and all its Sub-subcontractors, agents and employees shall act in a professional manner at all times while working on this project. The use of Foul Language, Lewd or Lascivious Comments and/or any form of harassment directed toward any personnel on this project or towards any person in the surrounding areas is STRICTLY PROHIBITED. W. M. Jordan Company will strictly enforce this NO TOLERANCE policy and reserves the right to remove violators from the jobsite.

8. Tobacco smoking and chewing is prohibited; a certain area may be designated by the owner or W. M. Jordan Company for sole purpose of smoking. Elimination of the designated area shall be at W. M. Jordan Company's sole discretion and may be imposed at any time without prior notice.

9. Eating and drinking may be prohibited in certain areas designated by the owner or W. M. Jordan Company. Prohibitions of these activities shall be at W. M. Jordan Company's sole discretion and may be imposed at any time without prior notice.

10. All personnel on site will be required to wear hardhats, safety vests and safety glasses at all times. Ensure that all subcontractor, material and equipment supplier employees, while on site, employ this safety regulation.

11. Subcontractor is responsible for cleanup of existing streets and repairing damage to existing property caused by the Subcontractor.

12. 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.

13. Subcontractor signs shall not be posted without the written approval of W. M. Jordan Company.

14. 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 W. M. Jordan Company, proper housekeeping is not maintained, clean-up will be performed by W. M. Jordan Company at the Subcontractor's expense. Subcontractor may deposit all light trash generated from the performance of this contract in the dumpster provided by W. M. Jordan Company, and will dispose of heavy, bulky trash such as form waste, concrete, dunnage, drywall, masonry and equipment packaging debris off-site.

Choose either 14 or 15.

15. Due to the tight constraints of the project site, Subcontractor shall discard its work-related debris in the dumpster(s) provided by W. M. Jordan Company. All dump fees paid by W. M. Jordan Company shall be distributed amongst the actual users for reimbursement.

16. Subcontractor will participate in a composite clean-up crew during timeframe(s) in which the Subcontractor is onsite. Contribution to the composite clean-up crew will be one (1) person per ten (10) personnel onsite. If the crew size is smaller than ten (10), one (1) person shall be provided. W. M. Jordan Company will provide a Superintendent that will be responsible for the management of the composite clean-up crew.

17. There is no on-site parking available. Subcontractor is responsible for obtaining parking off site at their expense.

18. Due to the tight constraints of the site, the Subcontractor shall not have an on-site storage trailer.

19. All material and equipment shall be delivered to the site as needed, when needed. All deliveries must be scheduled with W. M. Jordan Company's superintendent at least forty-eight (48) hours in advance. Deliveries may be required during off-hours. Subcontractor shall provide all labor necessary to handle and redistribute any materials it delivers to the site before it is required for installation, until such time as they have been installed.

20. Subcontractor's superintendent and sub-subcontractor's superintendent shall be equipped with a cellular communications device at all times enabling constant communication with W. M. Jordan Company management. Details regarding phone numbers are required to be provided on subcontractors information form as part of your contract documentation/execution process.

21. The mechanical subcontractor shall prepare ductwork fabrication drawings for review and coordination with the architect and other design consultants, the electrical, plumbing, sprinkler and other relative subcontractors. Drawings shall be in sufficient detail to show overall ductwork dimensions, clearances, and relative locations of work in allotted spaces. Ductwork routing and sectional elevations shall be provided for congested areas. The mechanical subcontractor will disseminate the ductwork drawings and will direct and expedite review by the various trades. Each trade shall indicate where conflicts or clearance problems exist for their work and subsequently seek resolution from the Architect/Engineer via W. M. Jordan Company. Final coordinated drawings shall be produced by the mechanical subcontractor, who shall obtain approval for any changes to duct or pipe sizes and significant changes in routing. Electrical, sprinkler, and other relative subcontractors are required to participate in and cooperate fully with the coordination process.

22. Electrical subcontractor shall furnish, install, maintain, and remove temporary lighting for the entire construction area in accordance with current OSHA and VOSHA requirements, whichever is more stringent. Subcontractors performing finish work shall be responsible for providing any additional light required to perform his work in accordance with the contract documents.

23. Electrical service for construction activity will be provided throughout the building either through the existing building electrical system or a temporary electrical system. Receptacles shall be placed at locations where the greatest distance to an available power source is approximately one hundred feet (100'). All electrical tools and extension cords shall be plugged into a ground-fault-interrupting device provided by the Subcontractor prior to plugging into the electrical system. Electricity for welding machines is not available. Subcontractors shall be responsible for providing their own special power sources, which are above and beyond those described above.

24. Throughout the performance of its work, Subcontractor shall be responsible for providing W. M. Jordan Company with accurate, as-built information relating to Subcontractor's own work. W. M. Jordan Company 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. The Subcontractor shall submit as-built drawings, operation and maintenance manuals, attic stock and all other contract closeout requirements at least six (6) weeks prior to substantial completion, or completion of trades work, whichever is sooner.

25. Subcontractors shall treat attic stock separately from production material associated with the project. Attic Stock material shall be designated as such and be boxed in original wrappings, and not be associated with left-over or remaining material at

conclusion of the project. At no time shall attic stock be used by the subcontractor for installation of contract work, prior to, or following punch list and occupancy. All attic stock is to be shipped, delivered and signed for by a W. M. Jordan Company representative, as requested during the close-out phase of the project.

26. To minimize conflicts and interference with the Owner's on-going operations, certain requirements, limits, and restrictions will be enforced. The issues of concern include parking, access, entrances, vertical transportation, utility tie-ins, sanitary and food service facilities, storage, deliveries, and behavior. Cooperation with the Owner and W. M. Jordan Company on these issues is mandatory. W. M. Jordan Company's superintendent will be the coordinator for the Subcontractor in all these matters.

27. In accordance with the provisions of the Federal OSHA Hazard Communication Standard 29CFR 1910.1200(g), Vendor must submit a "Safety Data Sheet (SDS)" for any product(s) which will be delivered to the jobsite or used on the jobsite. The MSDS must be received by W. M. Jordan Company 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 W. M. Jordan Company and the Owner harmless from any and all associated costs and claims related to their use.

28. W. M. Jordan Company shall establish principal axis lines of the building and benchmarks. The Subcontractor shall be responsible for all layout required to complete their work. The Subcontractor shall exercise prudence so that the actual final conditions and details shall result in alignment of finish surfaces.

29. In the event that the scope of the Subcontract Work includes installation of materials or equipment furnished by others, it shall be the responsibility of the Subcontractor to exercise proper care in receiving, handling, storing and installing such items, unless otherwise provided in the Subcontract Documents. The Subcontractor shall examine the items provided and report to W. M. Jordan Company in writing any items it may discover that do not conform to requirements of the Subcontract Documents. The Subcontractor shall not proceed to install nonconforming items without further instructions from W. M. Jordan Company. Loss or damage due to acts or omissions of the Subcontractor shall be deducted from any amounts due or to become due the Subcontractor.

Documents List
Exhibit C
Job Name
Job No. XX-XXX
«SubcontractorNam»

- A. Owner/Contractor Agreement between W. M. Jordan Company, Inc. and XXXXX
- B. Supplemental Instructions: As prepared by W. M. Jordan Company, Inc. dated XXXXXX
- C. Addenda: No. 1 dated XXXXXX
- D. Bid Clarification: No. 1 dated XXXXXX
- E. Specifications: As prepared by XXXXX dated XXXXXX
- F. Drawings: As prepared by XXXXXX dated XXXXXX and listed below

| <u>Drawing Type</u> | <u>Drawings Numbers</u> |
|---------------------|-------------------------|
| Civil | |
| Structural | |
| Architectural | |
| Plumbing | |
| Mechanical | |
| Electrical | |

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: W.M. Jordan Company, Inc. PROJECT: PROJECT NAME
1712 Eastwood Road, Suite 200 JOB NO. XX-XXX
Wilmington, North Carolina 28403

APPLICATION NO: _____
PERIOD TO: _____

FROM CONTRACTOR: «SubcontractorNam» CONTRACT DATE: XXXXXXXXXXXXX
«Address1»
«CITY», «State» «ZipCode»

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, attached.

1. ORIGINAL CONTRACT SUM.....\$ «DollarNumeric»
2. Net change by Change Orders.....\$
3. CONTRACT SUM TO DATE (Line 1± 2).....\$
4. TOTAL COMPLETED & STORED TO DATE.....\$
(Column G on Continuation Sheet)
5. RETAINAGE:
a. % of Completed Work \$
(Columns D + E on Continuation Sheet)
b. % of Stored Material \$
(Column F on Continuation Sheet)
Total Retainage (Line 5a + 5b or
Total in Column 1 of Continuation Sheet.....\$
6. TOTAL EARNED LESS RETAINAGE.....\$
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate).....\$
8. CURRENT PAYMENT DUE.....\$
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: «SubcontractorNam»

By: Date:
State of
City of
Subscribed and sworn to before
me this day of , 20.

Notary Public:
My commission expires:

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | | |
| Total approved this Month | | |
| TOTALS | | |
| NET CHANGES by Change Order | | |

Application Date: _____

Period To: _____

Job No. _____

[illegible]

List of Second-Tier Subcontractors **and/or** Suppliers

In accordance with our Subcontract Agreement, Paragraph 15 C, please complete this form and return it with your executed Subcontract Agreement.

Exhibit F

Job Name

Job No. XX-XXX

«SubcontractorNam»

☐ **Second Tier Subcontractor Name:** _____

☐ **Supplier Name:** _____

Federal Tax ID#: _____

Contractor License #: _____ **State:** _____ **Class:** _____

License Expiration Date: _____

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

- | | |
|---|--|
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Minority Owned Business (Minority Group: _____) |
| <input type="checkbox"/> Woman Owned Business | <input type="checkbox"/> Small Disadvantaged Business |
| <input type="checkbox"/> Veteran Owned Small Business | <input type="checkbox"/> Service Disabled Veteran Owned Small Business |
| <input type="checkbox"/> DBE | |

☐ **Second Tier Subcontractor Name:** _____

☐ **Supplier Name:** _____

Federal Tax ID#: _____

Contractor License #: _____ **State:** _____ **Class:** _____

License Expiration Date: _____

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

- | | |
|---|--|
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Minority Owned Business (Minority Group: _____) |
| <input type="checkbox"/> Woman Owned Business | <input type="checkbox"/> Small Disadvantaged Business |
| <input type="checkbox"/> Veteran Owned Small Business | <input type="checkbox"/> Service Disabled Veteran Owned Small Business |
| <input type="checkbox"/> DBE | |

☐ **Second Tier Subcontractor Name:** _____

☐ **Supplier Name:** _____

Federal Tax ID#: _____

Contractor License #: _____ **State:** _____ **Class:** _____

License Expiration Date: _____

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

- | | |
|---|--|
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Minority Owned Business (Minority Group: _____) |
| <input type="checkbox"/> Woman Owned Business | <input type="checkbox"/> Small Disadvantaged Business |
| <input type="checkbox"/> Veteran Owned Small Business | <input type="checkbox"/> Service Disabled Veteran Owned Small Business |
| <input type="checkbox"/> DBE | |

(Attach an additional sheet if necessary)

W.M.
Jordan
COMPANY

W. M. Jordan Company Standard Insurance Requirements

Exhibit G

Job Name

Job No. XX-XXX

«SubcontractorNam»

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

- 1) Commercial General Liability:
 - 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
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - 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.
 - b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- 4) Workers' Compensation and Employer's Liabilities:
 - 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 and 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 attorney's 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.

Insurance Requirements revised March 2014

Subcontractor Daily Report

Exhibit H

Job Name

Job No. XX-XXX

SUBCONTRACTOR'S DAILY REPORT

JOB NAME
Job No. XX-XXX

COMPANY: «SubcontractorNam»

DATE: _____ **WEATHER :** _____ **TEMP** _____ ° a.m. _____ °p.m.

| | No. | Hrs. ea. | | No. | Hrs. ea. | | No. | Hrs. ea. |
|---------------|-----|----------|-------------|-----|----------|-----------------|-----|----------|
| FOREMAN/SUPT. | | | MECHANICS | | | TEMPORARY LABOR | | |
| OPERATORS | | | APPRENTICES | | | OTHER | | |
| HELPERS | | | LABORERS | | | OTHER | | |

**BRIEF DESCRIPTION OF
ACTIVITY:** _____

**YOUR
SUBCONTRACTORS:** _____

MANPOWER: _____

CONCERNS/CONFLICTS: _____

MATERIAL DELIVERIES: _____

FOREMAN/SUPERINTENDENT: _____

(please print)

Subcontractor/Supplier Information Sheet

Exhibit I

Job Name

Job No. XX-XXX

Company Name: «SubcontractorNam»

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

☐ Woman Owned Business

☐ Veteran Owned Small Business

☐ HUB

☐ Minority Owned Business

Minority Group: _____

☐ DBE

☐ Service Disabled Veteran Owned Small Business

Project Contacts and SharePoint Users:

Project Manager: _____ Telephone: _____

Email: _____ Fax: _____

SharePoint Access: ☐ _____ **Mobile:** _____

Project Foreman: _____ Telephone: _____

Email: _____ Fax: _____

SharePoint Access: ☐ _____ **Mobile:** _____

Safety Contact: _____ Telephone: _____

Email: _____ Fax: _____

SharePoint Access: ☐ _____ **Mobile:** _____

_____: _____ Telephone: _____

Email: _____ Fax: _____

SharePoint Access: ☐ _____ **Mobile:** _____



Exhibit L
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following information and scope clarification should be incorporated in all subcontract proposals submitted for the [West 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
2. Project Schedule:
 - a. Early Site Package Bid Date: March 3, 2020 at 2:00pm
 - b. Bid Date: May 6, 2020 at 2:00pm
 - c. Notification of intended contract to low bidder July 1, 2020
 - d. Early Site Package Construction to begin, June 1, 2020
 - e. Construction to begin August 1, 2020
 - f. Substantial Completion. July 15, 2021
 - g. Final Completion. August 15, 2021

Total construction duration to be 14 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 subcontractors 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. 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.

14. 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.
15. 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
 - 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.

16. 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.

17. 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**)
18. 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.
19. Subcontractor shall include all cutting and patching associated with their work.
20. Subcontractor will be responsible for their respective blocking and coordination of such
21. 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.

22. 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.
23. 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.
24. 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.
25. 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.
26. This project will be constructed at an occupied schools 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 offenders registries.
27. 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.

28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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

SUBCONTRACT ADDENDUM FOR ELECTRONIC INFORMATION

Exhibit M

Job Name

Job No. XX-XXX

«SubcontractorNam»

- 1.0 Subcontractor acknowledges that this Addendum has no effect on the Subcontract Documents, which are defined in {Section 3} of the Subcontract, or the Order of Precedence clause set forth in {also in Section 3}, and does not affect Subcontractor's ability to rely on the information contained elsewhere in the Subcontract Documents.
- 2.0 The Parties acknowledge that it may be beneficial from time to time for W. M. JORDAN COMPANY, INC. to distribute to Subcontractor electronic information and documents concerning the Project ("Electronic Communications"). As used in this Addendum, the term "Electronic Communications" does not include the Subcontract Documents; in other words, the fact that W. M. JORDAN COMPANY, INC. transmits what is otherwise a Subcontract Document by electronic means does not render it an "Electronic Communication."
- 3.0 Subcontractor acknowledges that unless W. M. JORDAN COMPANY, INC. designates otherwise in writing at the time it distributes an Electronic Communication, Subcontractor shall not rely on any Electronic Communication as a binding information transfer for the Project.
- 4.0 Subcontractor may rely upon the general accuracy of the information contained in any Electronic Communication, but any such Electronic Communication is not a Subcontract Document. Except for Subcontractor's reliance upon the general accuracy of the information contained in an Electronic Communication, Subcontractor may not rely upon or make any claim against W. M. JORDAN COMPANY, INC., or any related entity, with respect to:
 - 4.1 the completeness of the information in any Electronic Communication for Subcontractor's purposes, including but not limited to: quantities; dimensions; any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Subcontractor; and safety precautions and programs incident thereto; or
 - 4.2 other data, interpretations, opinions, or information contained in an Electronic Communication or shown or indicated in an Electronic Communication;
 - 4.3 any interpretation or conclusion drawn by Subcontractor of or from any information contained in an Electronic Communication, or any such other data, interpretations, opinions, or information contained in the Electronic Communication.
- 5.0 Proprietary or copyrighted information included within Electronic Communications, whether created specifically for this Project or otherwise, shall remain the property of the contributing party. Except as otherwise provided, W. M. JORDAN COMPANY, INC. grants to Subcontractor a limited license to use proprietary or copyrighted information solely with respect to this Project, in addition to such other licenses or usage rights as also may be conveyed under the Subcontract Documents. This limited license shall include any archival purposes permitted by the Subcontract Documents but does not allow Subcontractor to reuse the proprietary or copyrighted information conveyed as part of an Electronic Communication except as permitted in the Subcontract Documents.
- 6.0 Under no circumstances shall transfer of any electronic data shall be deemed a sale by W.M. Jordan Company, Inc., and W.M. Jordan Company, Inc. makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose.

In an effort to save paper, we would like you to receive correspondence via email for this project, please provide project contact name and email address. This will also serve as your address for access to our SharePoint Website which you will have access to retrieve project information, contract documents and electronically provide submittals and shop drawings, more information on SharePoint will be sent after your E-Mail address is received. Please include any employee who will need access to SharePoint on **Exhibit I – Subcontractor/Supplier Information Sheet**. Thank you

Project Statement
Exhibit N

Project Name
Job No. XX-XXX

«SubcontractorNam»

- a. The name of the project:
XXXX
- b. The physical address of the project:
XXXX
XXXX
- c. The name of the contracting body:
XXXX
XXXX
XXXX
- d. The name of the contractor:
W. M. Jordan Company
1712 East Wood Road, Suite 200
Wilmington, North Carolina 28403
- e. The name, phone number, and mailing address of an agent authorized by the contractor to accept service of the requests for payment bond, the notice of public subcontract, and the notice of claim on payment bond referenced in subsection (b) of this section.

XXXX

Online: www.?????.com

Address: **XXXXXX**

Phone: **XXX-XXX-XXXX**

Fax: **XXX-XXX-XXXX**

Email: XXXX@XXXX.com

- f. The name and address of the principal place of business of the surety issuing the payment bond required by G.S. 44A-26(a) for the construction contract.

XXXXXX

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

CONTRACTOR: «SubcontractorNam»Page 1 of 2PROJECT: Project Number and Name

FOR PERIOD: _____

| | TOTAL FOR COUNTY OF: <i>Name of County</i> | TOTAL FOR COUNTY OF: | TOTAL FOR COUNTY OF: | TOTAL FOR COUNTY OF: | TOTAL FOR COUNTY OF: | TOTAL FOR COUNTY OF: | TOTAL ALL COUNTIES |
|-------------------|--|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-----------------------|
| CONTRACTOR | | | | | | | |
| SUBCONTRACTOR(S)* | | | | | | | |
| COUNTY TOTAL | | | | | | | |

* Attach subcontractor(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 a part of or annexed to the building or structure. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

Sworn to and subscribed before me,

This the _____ day of _____, 20____

Signed

Notary Public

My Commission Expires: _____

Print or Type Name of Above

Seal

NOTE:

This certified statement may be subject to audit.

STATE OF NORTH CAROLINA SALES AND USE TAX REPORT DETAIL

CONTRACTOR: *«SubcontractorNam»*

Page 2 of 2

SUBCONTRACTOR PROJECT: *Project Number and Name*

FOR PERIOD: _____

[illegible]

* If this is an out-of-state vendor, the County of Sale should be the county to which the merchandise was shipped.

W. M. Jordan Co., Inc.
1712 Eastwood Road
Suite 200
Wilmington, NC 28403

Exhibit P

Final
LIEN WAIVER

Job Number:

Job Name:

Job Owner:

Lien Waiver #:

The undersigned hereby accepts payment in the amount of (\$X.XX) per check number TBD on (DATE) for the labor, materials, equipment and /or services as below.

| Invoice Number | Invoice Description | Invoice Amount | Previous Payment | This Check |
|-------------------|------------------------|-------------------|---------------------|---------------|
|-------------------|------------------------|-------------------|---------------------|---------------|

The undersigned certifies that all labor, materials, equipment and services for which payment has been requested, including all sales and use taxes, have been paid in full, and that no one has any claim in connection therewith for which **W.M. Jordan Company, Inc.**, or the Owner might in any manner be deemed liable.

The undersigned further certifies that he/she is authorized to sign this lien waiver and that this document is being executed and signed completely free of duress or harassment.

The undersigned hereby waives, releases and relinquishes all rights to assert any claim or demand for lien in connection with the labor, materials, equipment, and services described in the invoices referenced above.

Executed this _____ day of _____,

SAMPLE

Exhibit Q



E-589CI Affidavit of Capital Improvement

Form E-589CI, Affidavit of Capital Improvement, is generally required to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- This affidavit may not be used to purchase building materials, other tangible personal property, or digital property to fulfill a real property contract exempt from sales and use tax.
- A person who willfully attempts, or a person who aids or abets a person to attempt in any manner, to evade or defeat a tax imposed by the Sales and Use Tax Laws, or the payment thereof, shall be guilty of a Class H felony. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed a penalty equal to 50% of the total deficiency.

Section I. Single Use (Complete this section to issue the affidavit for a single capital improvement.)

| | |
|---|--|
| <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; text-align: center; line-height: 20px; margin: 0 auto 10px auto;">A</div> <p>Owner, Tenant, or Real Property Contractor W. M. JORDAN COMPANY, INC.</p> <p>Address 1712 Eastwood Road, Suite 200</p> <p>City State Zip Code Wilmington North Carolina 28403</p> | <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; text-align: center; line-height: 20px; margin: 0 auto 10px auto;">B</div> <p style="text-align: right; font-size: small;">Hired to perform capital improvement</p> <p>Real Property Contractor (General Contractor or Subcontractor) «SubcontractorNam»</p> <p>Address «Address1»</p> <p>City State Zip Code «City» «State» «ZipCode»</p> |
|---|--|

Describe capital improvement to be performed
«WORKDESC»

Project Name
PROJECT NAME

| | | | |
|--|----------------------------|------------------------------|------------------------------------|
| Project Address (where the work is to be performed) PROJECT ADDRESS | City CITY | State STATE | Zip Code ZIP CODE |
|--|----------------------------|------------------------------|------------------------------------|

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract with respect to a capital improvement to real property for sales and use tax purposes.

Signature of Authorized Person: _____ Title: **Project Estimator** Date: _____

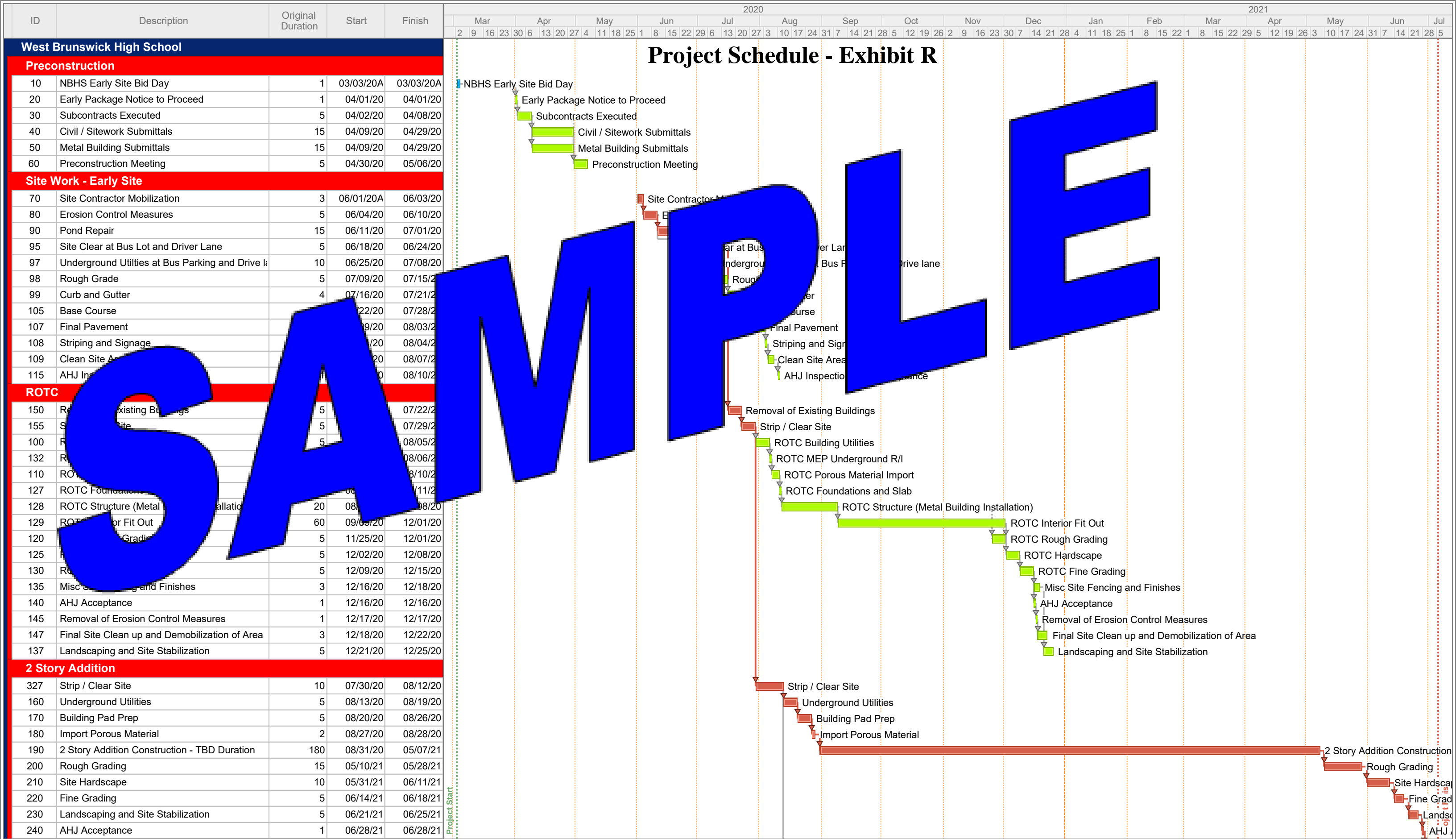
Section II. Blanket Use (Complete this section execute a blanket affidavit.)

| | |
|---|--|
| <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; text-align: center; line-height: 20px; margin: 0 auto 10px auto;">C</div> <p>Owner, Tenant, or Real Property Contractor</p> <p>Address</p> <p>City State Zip Code</p> | <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; text-align: center; line-height: 20px; margin: 0 auto 10px auto;">D</div> <p style="text-align: right; font-size: small;">Hired to perform capital improvement</p> <p>Real Property Contractor (General Contractor or Subcontractor)</p> <p>Address</p> <p>City State Zip Code</p> |
|---|--|

To be completed by the Real Property Contractor identified in Box C.

I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts with respect to capital improvements for real property for sales and use tax purposes.

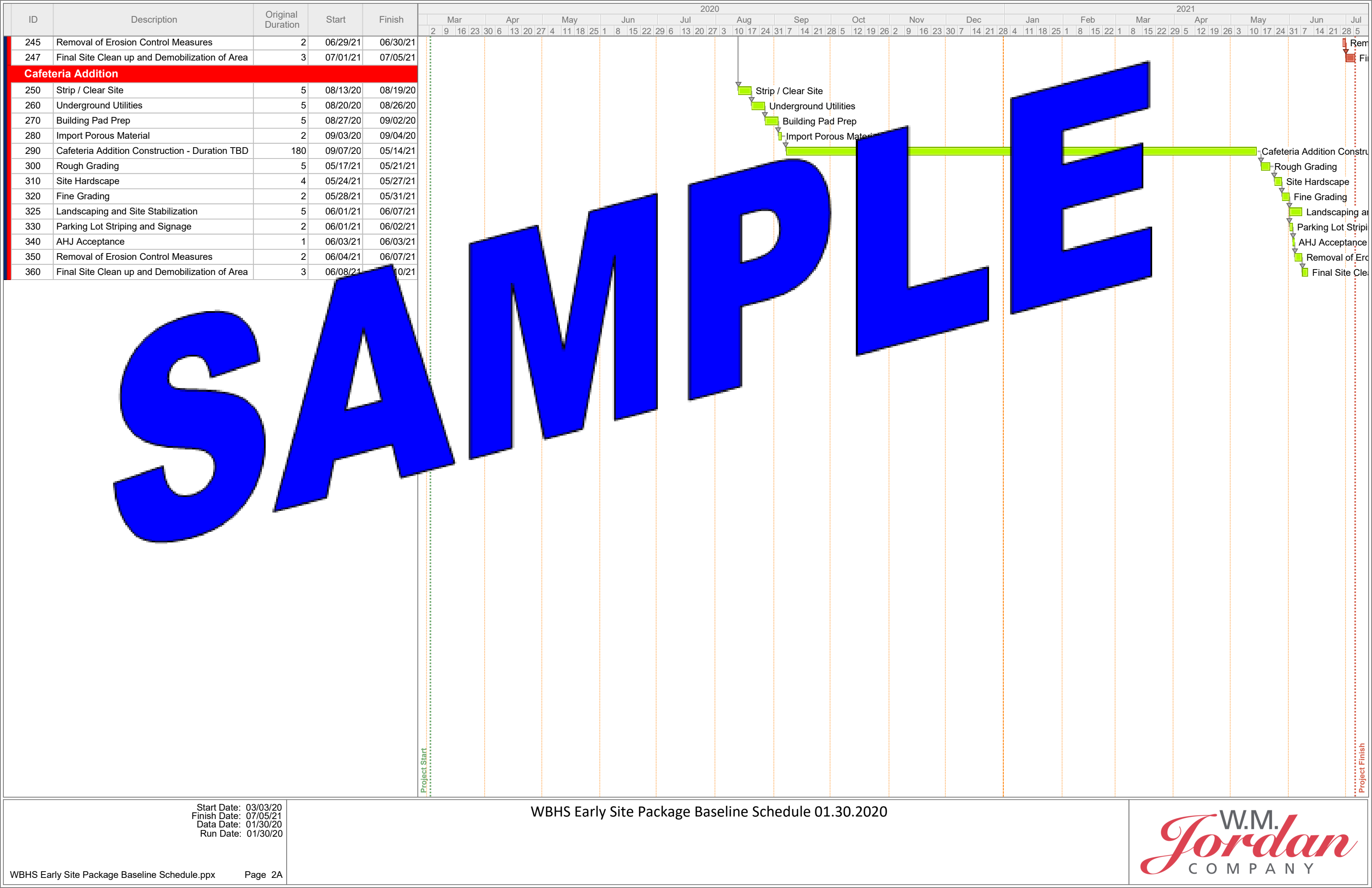
Signature of Authorized Person: _____ Title: _____ Date: _____



Start Date: 03/03/20
Finish Date: 07/05/21
Data Date: 01/30/20
Run Date: 01/30/20

WBHS Early Site Package Baseline Schedule 01.30.2020





Form A

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR OWNER'S REPRESENTATIVE

Project Name: _____

Contract: _____

Check the appropriate box to indicate the type of check:

Initial

Supplemental

Annual

I, _____ (insert name), _____ (insert title) of _____ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>).. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |
| 7. | _____ | _____ |

I attest that the forgoing information is true and accurate to the best of my knowledge.

_____ (print name)

_____ (signature / date)

Form B



West Brunswick High School Addition BID FORM (Sitework BP-31A & PEMB BP-13A)

Project: West Brunswick High School Addition (Early Site Package)
550 Whiteville Rd. NW
Shallotte, NC 28470

Mail To (Prior to Bid Day): W. M. Jordan Company
Attn: Seth Speight
1712 Eastwood Road, Suite 200
Wilmington, North Carolina 28403

Hand Deliver To (Bid Day Only): W. M. Jordan Company
Attn: Seth Speight
1712 Eastwood Road, Suite 200
Wilmington, North Carolina 28403

Company Name: _____
Estimator: _____ Estimator's Phone #: _____
License: _____ WMBE/HUB Status: _____

Acknowledgements:

We have received; visited and/or reviewed (please check the boxes to acknowledge):

- ☐ All materials provided in or referenced by the Project Manual
- ☐ All drawings and Specifications and other exhibits referenced herein
- ☐ Addenda issued by the Architect and referenced below
- ☐ Site conditions relevant to the work
- ☐ Supplemental Instructions to Bidders
- ☐ WM Jordan Subcontractor Agreement

Clarifications:

Bidder acknowledges receipt of the clarifications listed below:

| | |
|-------------------------|-----------------|
| Clarification No. _____ | Initials: _____ |
| Clarification No. _____ | Initials: _____ |
| Clarification No. _____ | Initials: _____ |
| Clarification No. _____ | Initials: _____ |
| Clarification No. _____ | Initials: _____ |



Addenda:

Bidder acknowledges receipt of the addenda listed below:

| | |
|--------------|-----------|
| Addendum No. | Initials: |
| Addendum No. | Initials: |
| Addendum No. | Initials: |
| Addendum No. | Initials: |

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 interest in this Proposal or in the contract to be entered. The Bidder further declares that he 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 he is satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if the proposal is accepted to contract with W.M. Jordan Company in the following contract: to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor required to complete the work to the full and complete satisfaction of the State of North Carolina, Brunswick County Schools, Board of Morgan Grant Consultants.

Total bid price shall work complete in accordance with the Contract occurring all applicable Federal, State, and local taxes. All required sureties shall be in place and good for 90 days.

Please list the Bid Package(s) ID to indicate the package(s) you are bidding.

Bid Package ID _____:

TOTAL:

_____ 00/100 Dollars \$ _____



Alternates:

CM-Alt #1: Add for payment and performance bond.

(ADD) _____ 00/100 Dollars \$ _____

BP-31A-Alt #1: Provide clean sand in lieu of stone aggregate under-slab capillary at building locations per the structural drawings.

(Deduct) _____ 00/100 Dollars \$ _____

BP-31A-Alt #2: Demo the (2) existing units and replace with new units from addition site. See civil plans. (Deduct) _____ 00/100 Dollars \$ _____

(Add) _____ 00/100 Dollars \$ _____

BP-31A-Alt #3: Demo the existing concrete sidewalk between new 2-story addition and existing building. Provide new concrete sidewalk. See civil plans.

(Add) _____ 00/100 Dollars \$ _____

Circle which applies

UNIT PRICES:

The following are a listing of UNIT PRICES which must be submitted with the Bid.

The following is non-exhaustive list of inclusions and is not intended to limit the work in anyway.

- i. All work shall be performed in accordance with Contract Documents
- ii. Unit prices shall include all overhead, taxes, fees, markups, manpower, equipment, materials, etc. and costs for a complete installation of said unit items. All unit prices can be used for additive changes as well as deductive changes equally. EXCLUDED are: Insurance and Subcontractor Bonds.
- iii. The following Unit Prices are herein acknowledged and included per the Description listed on the contract Bid Form:



1. **Unit Price No. 1 – Undercutting of Unsuitable Soils and Disposal Off-Site:**
Excavation and loading, transporting to disposal site, unloading and handling, including all permits and fees and all other related cost, for undercutting soft or highly plastic soils as identified and quantified by testing agency, and disposal off-site.

Price per cubic yard: \$ _____ / per cy

2. **Unit Price No. 2 – Suitable Soil Replacement from an Off-Site Source to be used to replace removed unsuitable soils:**
Excavation and loading of replacement soil, transporting to site, unloading and handling, compaction and fine grading and all other related cost, for Suitable Soil Replacement from an Off-Site Source to be used to replace removed unsuitable soils.

Price per cubic yard: \$ _____ / per cy

3. **Unit Price No. 3 – Tree and Rock Removal:**
Excavation and loading, transporting to disposal site, unloading and handling, including all permits and fees and all other related cost, for removal of trees and rocks.

Price per cubic yard: \$ _____ / per cy

4. **Unit Price No. 4 – Mass Rock Excavation:**
Excavation and loading, transporting to disposal site, unloading and handling, including all permits and fees and all other related cost, for removal of mass rock.

Price per cubic yard: \$ _____ / per cy

5. **Unit Price No. 5 – Spoil Removal.**
Loading, transporting to disposal off site, unloading and handling, including all permits and fees and all other related cost, for removal of spoils.

Price per cubic yard: \$ _____ / per cy

6. **Unit Price No. 6 – Sidewalks (New).**
Install new sidewalks.

Price per square foot: \$ _____ / per sf

7. **Unit Price No. 7 – Sidewalks (Replace).**
Remove existing sidewalk and replace with new.

Price per square foot: \$ _____ / per sf

8. Unit Price No. 8 – Curb & Gutter (New).

Install curb and gutter.

Price per linear foot: \$ _____ / per lf

9. Unit Price No. 9 – Curb & Gutter / Replace

Remove existing curb & gutter / Replace new.

Price per linear foot: \$ _____ / per lf

10. Unit Price No. 10 – Driveway

Install 4" duty asphalt (Including stone base)

Price per square yard: \$ _____ / per sy

11. Unit Price No. 11 – Driveway Paving

Install heavy duty asphalt paving. (Including stone base)

Price per square yard: \$ _____ / per sy

Company: _____

Signature: _____ Date: _____

Title: _____

MINORITY BUSINESS PARTICIPATION REQUIREMENTS

Provide with the bid - Under GS 143-128.2(c) the undersigned bidder shall identify **with their bid** (Identification of Minority Business Participation Form) the minority businesses that will be used in the project with the total value of the bids that will be performed by the minority businesses using the good faith efforts (Affidavit A or B) made to solicit minority participation in the bid.

NOTE: A contractor that performs the work of the project may submit an Affidavit (B) in lieu of Affidavit (A) if the contractor must state that it has made good faith efforts to achieve zero participation in the bid.

the bid - If the Owner of the project shall determine the lowest responsible bidder, the bidder shall then file within 72 hours of the notification of being apparent low bidder the following:

Affidavit (A) or Affidavit (B) as a description of the portion of work to be executed by minority businesses, expressed as a percentage of the contract price, which is equal to or more than the 10% goal established. This affidavit gives 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. If there is no MB participation, then enter none or zero on the form. 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.

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:

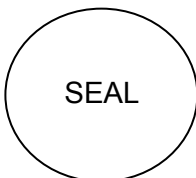
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ **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 lots to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or construction associations sponsored by the Office of Historically Underutilized Businesses and included the bid information and provided assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings held by the public owner to provide information to prospective bidders.
- ☐ **6 – (20 pts)** Provided assistance in obtaining references, bonding assistance or providing insurance to minority contractors.
- ☐ **7 – (15 pts)** Did not reject minority businesses in good faith and did not reject them as unqualified without reasonable basis. If rejection of a minority business based on lack of qualification, the contractor must have a record of such rejection.
- ☐ **8 – (25 pts)** Standalone or otherwise qualified minority business in need of equipment, loan, financial, legal, or other assistance. Contractor provided assistance to secure loans, supplies, or letters of credit, including waiving the contractor's primary liability. Assisted minority businesses in obtaining the same unit pricing with the contractor'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)

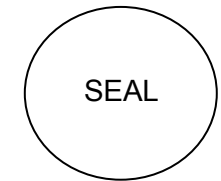
I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

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 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 support of the above statement. The Bidder agrees to use its best faith and effort to utilize many suppliers where possible.

The undersigned hereby certifies that the information is true and correct to the best of the Bidder's knowledge and belief, and that the Bidder is not aware of any information that would cause the Bidder to believe that the information is false or misleading.

SAMPLE



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 _____

Identification of HUB Certified/ Minority Business Participation

I, _____
(Name of Bidder)

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

Firm Name, Address and Phone #

Work Type

*Minority
Category

****HUB**
Certified
(Y/N)

SAMPLE

*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.**

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

Form C

**Brunswick County Schools
North Brunswick HS Addition & Renovation**

Subcontractor Name

WMJ Job Number # TBD

Date

| Attendance (Y/N) | Name | Company |
|------------------|------|---------|
| | | |
| | | |
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| | | |

Scope Review

Schedule Review / Discussion

Ambiguity or direction needed from CMR / Design Team