



MONTEITH



SURF CITY MUNICIPAL COMPLEX

Bidders Manual

WILMINGTON
RALEIGH
CHARLESTON
monteithco.com



GENERAL INSTRUCTIONS & INFORMATION TO BIDDERS

Item 1: Receipt of Formal & Informal Bids

- a. Only prequalified formal trade partners are permitted to submit bids for this project.
- b. Formal and informal bids must include all bid requirements as outlined. Failure to submit all information will be grounds for rejection of bid.

c. **Informal Bid Packages:**

BP 04 Masonry
BP 05 Metals
BP 07 Wood Siding & Exterior Trim
BP 07A Waterproofing & Caulking
BP 07B Insulation
BP 08 Overhead doors

- d. Informal bids may be submitted via email on the bid form provide within
These bid documents. Emailed bids must be received no later than 2:00 pm
On June 9, 2020 to kmullins@monteithco.com. Bids received after 2:00 pm
Are subject to rejection. Informal bids may be mailed or hand delivered
prior to 2:00 pm on June 9, 2020 to Monteith Construction Office 208 Princess Street,
Wilmington, NC.
- e. Informal bids will be read aloud immediately after the time due. A bid tab will
be sent to all bidders.

f. **Formal Bid Packages:**

BP 03 Concrete Turnkey
BP 06 Wood Framing Turnkey
BP 07 Roofing
BP 08 Doors, Frames, and Hardware
BP 08A Glass and Glazing
BP 21 Fire Suppression
BP 22 Plumbing
BP 23 HVAC
BP 26 Electrical



- g. Formal bids must be submitted in a sealed envelope marked with Company Name and Bid Package bidding. Formal bids will be received at Monteith Construction Office 208 Princess Street, Wilmington, NC - First floor Conference room on June 9, 2020 at 2:00 pm. Bids may be mailed to this address but must be received prior to this date and time.
- h. It is the bidders responsibility to ensure that the bids arrives by the required bid date, time And location specified. Late bids will be rejected.
- i. Formal Bids will be opened and read aloud after the required bid time.

Item 2: PRE-BID QUESTIONS/CLARIFICATIONS

All questions and request for information shall be made in writing and submitted to Kevin Mullins via email kmullins@monteithco.com. Responses to any questions/clarifications will be made in writing in the form of addenda, if required. Any verbal response during the pre-bid period are not considered part of the contract documents unless included in addendum. The site will be available for bidders to review immediately following the pre-bid conference. The last day for questions/clarifications and substitution requests shall be submitted by June 2, 2020.

3. SUBMISSION OF BIDS

Proposals must be made in accordance with the following instructions and format provided in the Form of Proposal and must be fully completed. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids must contain the following Information:

- 1. Bid Form Provided
- 2. MWBE Forms

4. PREPARATION OF BIDS

- A. Proposals shall be complete, as called for in the Bid Proposal Form, without alterations.
- B. Bids containing conditions, omissions, alterations, items not called for, or irregularities of any kind, may be rejected for failure to comply with the requirements stated herein.
- C. Include the full business address of the Bidder. Signatures shall be both in longhand and typed. Partnerships must sign the Proposal. In the case of a Proposal submitted by a Corporation, the Proposal shall be signed by an Officer duly authorized to sign on behalf of the Corporation.
- D. Include with the Proposal Form the appropriate Minority Business Forms and Affidavits completed in their entirety



E. He has made a good faith effort to solicit Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128.2, as subcontractors **for a total project participation goal of 20%**. The Bidders shall provide the Construction Manager a notarized affidavit with its bid stating that it made the good faith effort required pursuant to G.S. 143-128.2. and the project % participation goal noted. The Bidder's failure to file the affidavit with its bid shall be grounds for rejection of the Bid.

5. MODIFICATION OR WITHDRAWAL OF BID:

A. A Bidder may withdraw his bid from consideration if such bid was based upon a mistake as provided in North Carolina General Statute 143-129.1.

B. Prior to the time and date designated for receipt of bids, any bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be hand delivered, mailed and postmarked on or before the date and time set for receipt of bids, and it shall be so worded as not to reveal the amount of the original bid.

C. Withdrawn bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with this Information for Bidders

6. SITE CONDITIONS AND CONDITIONS OF THE WORK:

A. Each bidder must acquaint himself thoroughly as to the character and nature of the work to be done. Each bidder furthermore must make a careful examination of the site of the work and inform himself fully as to the difficulties to be encountered in the performance of the work, the facilities for delivering, storing and placing materials and equipment, and other conditions relating to construction and labor.

B. No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill in every detail all the requirements of the Contract Documents and to complete the work or the consideration set forth therein, or as a basis for any claim whatsoever.

C. Insofar as possible, the Successful Bidder, in carrying out his work, must employ such methods or means as will not cause interruption of or interference with the work of the Construction Manager or any separate contractor.

7. RIGHT TO REJECT BIDS:

The Construction Manager and Owner expressly reserve the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept that bid which in its judgment, best serves the interest of the Owner.

8. TAXES

All applicable Federal, State and Local Taxes shall be included in the Bidder's proposal. The successful bidder shall provide the Construction Manager with documentation of North Carolina sales taxes paid for all purchases on the project in a form acceptable to the Construction Manager.

9. BIDDERS REFERRED TO LAWS:



A. The attention of Bidders is called to the provisions of all Municipal, County and State laws, regulations, ordinances and resolutions, as well as laws, regulations, ordinance resolutions and permits relating to obstructing streets, maintaining signals, storing and handling of explosives, or affecting the Bidder, or his employees or his work hereunder in his relation to the Construction Manager or any other person. The Bidder shall obey all such laws, regulations, ordinances, permits or resolutions controlling or limiting Contractors while engaged in the prosecution of work under this Contract.

B. The provisions of this contract shall be interpreted in accordance with the laws of North Carolina and in accordance with the laws, ordinances, regulations, permits and resolutions of Sur City.

10. TEMPORARY ON-SITE FACILITIES

Each Bidder must include in his Proposal all costs for installation, maintenance and removal of temporary sheds, field offices, telephone services, electric services and water required for his use.

11. ENGINEERING

Each Bidder must include in his Proposal all costs for engineering, surveying and field measurements, which will be required to complete his work.

12. STORAGE

The Bidder's storage at the site is to be approved by the Construction Manager. The Bidder's materials, equipment, tools and supplies are to be moved at no charge if their location obstructs or impedes the work of others.

13. PERMITS

Each Bidder shall include in his Proposal for a complete job, all costs for Permits as may be required for his portion of the work. The Building Permit will be obtained and paid for by others.

14. PREFERRED BRAND ALTERNATES

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

15. SUBSTITUTIONS



15.1 GS133-3 requires bidder proposed substitutions be submitted and approved prior to bid receipt. These would be bidder's "desired or voluntary" substitutions. Necessary or required substitutions can occur later when specified products are not available, late delivery, model changes, etc. then substitutions can be made after contract award per usual procedure in the General Conditions.

17. Payment & Performance Bonds

All sub contracts more than \$ 300,000.00 will be required to be Bonded. See attached Bond form that is acceptable to Monteith Construction Corp. The base should not include the cost Of the P & P Bond but be listed as an alternate cost.

18. BIM Coordination Requirements

Trade Partners with bid Packages BP 21, BP 22, BP 23, BP 26 are required to develop 3D models.

This project will utilize Building Information Modeling (BIM) to coordinate the locations of all **Mechanical, Electrical, Plumbing, Fire Suppression, and Telecommunications (MEPFS & T)** systems included in this project. Monteith Construction Co (MCC) will lead the coordination effort with input from all of the MEPFS & T trades. **BIM Coordination drawings shall be prepared and submitted by the MEPFS & T subcontractors to MCC and the Design Team.** This coordination effort is to minimize conflicts and delays during the procurement and installation processes before and during construction, as well as documenting accurate installed conditions of all MEPFS & T systems as As-Built drawings. This subcontractor is specifically required to participate in the coordination process for this project. The coordination process will be based on electronic 3D and 2D files that will be imported into the Construction Manager-produced building model. The end result of this process is to identify and resolve areas of conflict with Architect and Engineer designed components as well as conflicts with other trades. The coordination process does not relieve the subcontractor from the responsibility of submitting work specific shop drawings to the Design Team for review. The subcontractor is to fully understand the BIM requirements as related to their scope of work, and make adequate provisions in the base bid amount to participate in the coordination process from inception to completion.

1. This coordination effort will be led by the Construction Manager with input from all MEPFS & T trades as follows:
 - a. The Construction Manager will provide baseline 3D models and 2D CAD files to all subcontractors for coordination. The models and CAD files will be produced either by the Design Team, or by the Construction Manager following the Contract Construction Documents.
 - b. This Subcontractor shall be responsible for creating 3D models and 2D dimensioned drawings of all of their contract work, both horizontal and vertical. The 3D models should include any and all systems and components pertaining to this subcontractor's scope of work.
 - c. An initial "BIM Coordination Kickoff Meeting" will be held prior to Construction Manager-led BIM Coordination activities. This meeting is to establish milestone dates per the Construction Schedule, system sequencing and precedence, model and coordination drawing submittal process, and to introduce all parties involved in coordination. The kickoff meeting will be mandatory for the Project Manager, BIM Detailer, and Superintendent / Foreman of all trades involved in the



coordination process.

- d. Weekly Coordination Meetings will be held after the BIM Kickoff Meeting, and will continue until the coordination process is complete for all areas of the project. Weekly meetings will be scheduled by MCC. These meetings will be mandatory for the BIM Detailer and Project Manager of all trades involved in the coordination process. Superintendent / Foreman participation is highly suggested.
 - e. Areas of the project will be fully coordinated in the order set in the BIM Coordination Kickoff Meeting. As areas are coordinated, each subcontractor is to produce scaled, fully dimensioned drawings of their respective system within that area. Dimensioned Drawings are to include elevations, dimensions, isometrics, etc of systems and components in order to accurately install the systems. Dimensions and elevations are to be set by the subcontractor. Project Control Lines, when available, will be provided by MCC.
 - f. Dimensioned Drawings will be sent out to each subcontractors Project Manager. Each Project Manager is to promptly review these dimensioned drawings to assure accordance with the contract. Once reviewed, the Project Manager is to sign the dimensioned drawings through DocuSign or another alternate electronic-signature medium. All cost attributable to failure of a subcontractor to provide its timely approval of the dimensioned drawings or failure to cooperate in the production or assembly of input for said drawings shall be borne by such subcontractor.
 - g. When the Coordination process is complete, monthly As-Built Meetings will be scheduled by MCC. The intent of these meetings is to record any changes to the coordination drawings that occurred in the field. Each subcontractor is responsible for relaying any drawings and markups to their BIM Detailer before this meeting so that the models accurately reflect what is installed. The As-built models will be converted to dimensioned drawings at the end of the project, and submitted to the Design Team for record.
2. The Construction Manager shall publish a list of all the required 3D dimensioned drawings with due dates for each.
 3. Coordination efforts are not to take place solely at the date and time of the weekly scheduled meetings. Each subcontractor is responsible for communicating with other trades involved in the coordination process to ensure all milestone dates are reached. The intent of the weekly scheduled meetings is to evaluate areas with major conflicts and determine the best course of action for clash resolution in these areas.
 4. The subcontractor is responsible for identifying all potential conflicts with the building as designed by the Design Team. The Subcontractor shall include all required piping / duct modifications, fittings, etc to comply with the final system layouts. The Subcontractor shall include all required piping / duct modifications, fittings, etc to comply with field conditions for connections into existing utilities or systems.
 5. All systems in the building are to be coordinated with accurate representations of the access spaces needed to properly use and maintain the systems. This subcontractor shall include all necessary offsets, etc to provide access to all devices and equipment for access. All cost associated with relocating aforementioned devices and equipment to more accessible locations due to improper coordination efforts shall be borne by



this subcontractor.

6. The Construction Manager shall be responsible for merging the dimensioned drawings into a single coordinated drawing set for submittal to the Design Team for review.
7. Each subcontractor that has stake in the coordination process will be required to sign off on acceptance of the coordinated dimensioned drawings prior to installation of systems in the given area.
8. The coordination activities include below and above groundwork of HVAC, Electrical, Plumbing, Fire Suppression / Protection, Telecommunications, Fire Alarm, etc within five feet (5') of the building line.
9. If the Subcontractor does not have in-house modeling capabilities, if the Subcontractor needs contact information to price out BIM Detailing and Coordination, or if the Subcontractor has any questions about these requirements, please contact Will McLawhorn at wmclawhorn@monteithco.com.
10. 3rd Party BIM Coordination Companies approved by MCC:
 - a. Drafting Services LLC
John Burke
draftingservicesllc@gmail.com
919-671-0134
 - b. DTH Coordination
Dorothea Hayes
dorothea@dhcoordination.com
919-428-0190
 - c. Monteith Construction Corp
Will McLawhorn
wmclawhorn@monteithco.com
910-791-8101
 - d. AmmonsGroup
Stevie Ammons
blueprintammons@gmail.com
910-527-4644



Division 1 – Requirement for all trade packages

1. Project Coordination Meetings – Monteith Construction will hold regular project coordination Meetings. Trade partners with manpower onsite will be required to attend all meetings and Upcoming scheduled trade partners may be requested to attend. In addition to these meetings All trade partners when requested will attend any other coordination meeting. Pull meeting At the request of the CMAR.
2. Joint Check Agreements – Monteith Construction will have the option to implement JCA With any trade partner that is not providing a bond for this project. The JCA will be put in place For all suppliers and 2 nd tier subcontractors.
3. Insurance – Trade Partners shall provide insurance as required in contract documents.
4. Liquidated Damages for the project are \$100.00/Day for Substantial Completion and \$100.00/Day for Final Completion. In addition to Liquidated Damages which may or may not be assessed by the Owner, Trade Contractors may be required to reimburse CMAR for extended supervision costs if the Trade Contractors' work is found to be contributory to Project Delays that delay Substantial Completion.
5. All bids and bid securities shall remain in effect for 90 days following the bid opening date.
6. Supervision - Trade Partner's Supervisor must be English Speaking and an employee of the Trade Contractor. The field supervisor must be onsite full-time and have the authority to make decisions and bind the Trade Partner.
7. Procore - The Construction Manager will utilize Procore to host all project contract documents, addenda and supplements, requests for information, approved submittals, and other project information. This trade contractor will be provided access to Procore to view project information and documents.
8. Receipts of Materials – Trade Contractor is responsible for receiving, unloading, sorting, distributing, stockpiling, etc. all materials erected or installed under this Subcontract. Any materials provided by others shall be inspected by Trade Contractor. Trade Contractor must notify the CMAR in writing within 24 hours of receipt of materials of any deficiencies.
9. Work Hours – It is understood that Normal Working Hours are 40 Hours / Week, Monday thru Friday. Trade contractors must adhere to dates established in the Project Schedule.



BID FORM

Project: Surf City Municipal Center
Surf City, NC

Bids Submitted To: Monteith Construction Corp. – Construction Manager

BID PACKAGE: BP - _____

BIDDER: _____

NC License #: _____

Date: _____

Bid Time: _____

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

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

Bid Package -
in complete accordance with the plans, specifications and contract documents.

BASE BID PRICE:

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

\$_____ (Figures only).



Alternate – Payment & Performance Bonds: (Add to base bid)

If total price of work is \$300,000 or more, show the cost to add bond as a separate item from the Base Bid Price:

\$ _____ (Figures only).

ALTERNATES: N/A

MINORITY BUSINESS PARTICIPATION REQUIREMENTS

Provide with the bid - Under GS 143-128.2(c) the undersigned bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses.

Also list the good faith efforts (Affidavit **A**) made to solicit minority participation in the bid effort.

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

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

An Affidavit (**C**) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than

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

* OR *

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



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

Proposal Signature Page

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

_____ Day of _____, 2016
(Write the Date of the Month in Words) (Write the Name of the Current Month)

WITNESS:

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

ADDRESS:

By: _____
(Printed Name of Person Signing Bid)

(Signature)

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

ATTEST:

LICENSE #: _____

FEDERAL ID#: _____

By: _____

TITLE: _____

(Corporate Secretary or Asst. Secretary Only)

(CORPORATE SEAL)

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



Addendum No. 1 ____ Addendum No. 2____ Addendum No. 3____ Addendum No. 4____

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)

[illegible]

*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 (\$)_____.

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

County of _____

(Name of Bidder)

Affidavit of _____

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

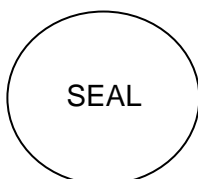
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

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

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

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____
 Signature: _____
 Title: _____



State of _____, County of _____
 Subscribed and sworn to before me this _____ day of _____ 20____
 Notary Public _____
 My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

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

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

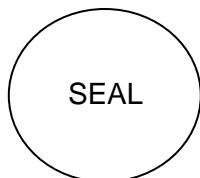
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

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

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

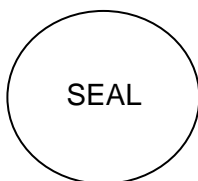
*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

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

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

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

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

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

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

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

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

- Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes or responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.
- For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- Copy of pre-bid roster
- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- Letter detailing reasons for rejection of minority business due to lack of qualification.
- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

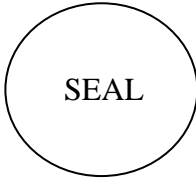
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

SUBCONTRACTOR PAYMENT BOND

Bond No.:

KNOW ALL BY THESE PRESENTS, That we, (subcontractor's name), called the Principal, and (surety's name), a (state) corporation, called the Surety, are held and firmly bound unto (Here insert the name and address, or legal title of the General Contractor), hereinafter called the Oblige, in the sum of U.S. Dollars (\$) (the "Penal Sum"), for the payment whereof said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

WHEREAS, the Principal has entered into a subcontract numbered with the Oblige, dated , for project ("Subcontract").

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material used, consumed or incorporated in the performance of the construction work to be performed under the Subcontract, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one other than the Oblige having a contract with the Principal or with a direct subcontractor of the Principal to supply labor and/or materials and such labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the Subcontract.

2. The above-named Principal and Surety hereby jointly and severally agree with the Oblige that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or materials supplied by the Claimant which were used, consumed or incorporated in the performance of the work, and have execution thereon; provided, however, that a Claimant having a direct contractual relationship with a direct subcontractor of the Principal shall have a right of action on this bond only if said Claimant notifies the Principal and Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or performed the last labor and/or materials for which the claim is made. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the project is located, save that such service need not be made by a public officer.

3. No suit or action or arbitration shall be commenced hereunder by any Claimant:

a. After the expiration of the earlier of: (1) one year after the day on which the Claimant last supplied the labor and/or materials for which the claim is made; or (2) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state, and said period of limitation shall be deemed to have accrued and shall commence to run on the day the Claimant last supplied the labor and/or materials for which the claim is made; and

SUBCONTRACT PERFORMANCE BOND

Bond No.:

KNOW ALL BY THESE PRESENTS: That [name of subcontractor], a [state] corporation, as Principal, hereinafter called Principal, and [name of surety], a [state] corporation, as Surety, hereinafter called Surety, are held and firmly bound unto [name of contractor], as Oblige, hereinafter called Oblige, in the amount of U.S. Dollars (\$) (the "Penal Sum"), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated entered into a subcontract number with Oblige for the performance of subcontract work , including warranty obligations, in accordance with drawings and specifications for the construction of the project (hereinafter "the Project"), which subcontract is by reference made a part hereof, and is hereinafter referred to as the "Subcontract".

A. NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if Principal shall promptly and faithfully perform said Subcontract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions: (i) Principal is in default under the Subcontract; and (ii) Principal has been declared by Oblige to be in default under the Subcontract; and (iii) the Oblige has performed its obligations under the Subcontract. Upon the occurrence of each of the above conditions, Surety shall have 30 days ("Investigatory Period") from the last event to occur of the following: (a) receipt of the written notice of default; (b) the date access to the Project site is provided to Surety; or (c) the date the information and documentation in Oblige's or its agent's possession and requested by Surety is received by the Surety, which information and documentation must be requested by Surety within 10 days of its receipt of Oblige's written notice of default, to:

- (1) Notify Oblige that it has elected to complete the Subcontract through independent contractor(s) retained by Surety and thereafter commence such performance with reasonable promptness. In such event, that portion of the Balance of the Subcontract Price as may be required to complete the Subcontract or remedy the default and to reimburse the Surety for its expenditures shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Subcontract; or
- (2) Notify the Oblige that it has elected to arrange for a subcontract between Oblige and a replacement subcontractor reasonably acceptable to Oblige guaranteed by subcontract performance and payment bonds provided by the replacement subcontractor in the amount of the replacement subcontract. In such event, Surety shall pay Oblige the difference between the cost of the replacement subcontractor and the amount that would have been payable to the Principal had there been no default under the Subcontract. Such payments may be in a lump sum (in the case of a lump sum subcontract) or periodically as incurred by Oblige; or
- (3) Request that Oblige complete the Subcontract. In such event, Surety shall pay Oblige the difference between the reasonable cost of a replacement subcontractor and the amount that would have been payable to the Principal had there been no default under the Subcontract; or
- (4) Arrange to provide financial and/or other assistance to the Principal ("Financing") to assist the Principal with completion of the Subcontract. In the event Oblige has formally terminated Principal's right to proceed under the Subcontract, this option shall be subject to Oblige's concurrence, which shall not be unreasonably withheld. The Oblige shall pay the Balance of the Subcontract Price as directed by the Surety. In the event Surety provides Financing, Surety, in its sole discretion, may upon written notice to Oblige cease providing such Financing at any time, in which event Surety shall immediately make a further election without a further Investigatory Period under this paragraph A; or
- (5) Deny liability and notify the Oblige, citing the reasons therefor; or
- (6) After investigation, determine the amount for which it may be liable to the Oblige and, as soon as practicable after the amount is determined, make payment to the Oblige.

B. After Oblige has provided Surety with written notice of the Principal's default, and during the Investigatory Period and any subsequent period before the commencement of work under paragraph A, subparagraphs 1 or 2, Oblige may take action pursuant to its Subcontract rights to mitigate the damages caused by the

Principal's default. To the extent that Obligor performs obligations under the Subcontract during this period (the "Mitigation Work") Obligor shall be entitled to deduct the Cost of the Mitigation Work from the Balance of the Subcontract Price. To the extent the Balance of the Subcontract Price is exhausted, and Surety elects to proceed under paragraph A, subparagraphs 1, 2, 3 or 4, Surety shall reimburse Obligor for the difference between the Balance of the Subcontract Price and the Cost of the Mitigation Work incurred and paid by Obligor.

- C. If Surety proceeds under paragraph A, subparagraphs 1, 2, 3, 4 or 6, Surety may additionally advise in its notice of its election to Obligor that the Obligor's claim is disputed as to liability and/or amount and Surety is proceeding under a reservation of all rights and defenses. In that event, Surety shall make all payments otherwise called for under this Bond. However, in the event it is determined that Surety is not liable, in whole or in part, under this Bond and Surety expended monies in excess of the funds paid by Obligor to Surety, then Surety shall be entitled to recover the excess from Obligor.
- D. The Surety's aggregate liability is limited to the Penal Sum of this Bond, regardless of whether the liability arises from the actions or failure to act of Principal or Surety. All amounts expended by the Surety under paragraphs A and/or B and/or C of this Bond, in excess of funds paid by Obligor to Surety, shall be credited against the Penal Sum. However, in the event it is determined that Surety expended monies in excess of the Penal Sum of this Bond, then Surety shall be entitled to recover the excess from Obligor. The Penal Sum of this Bond shall automatically be increased or decreased by the amount of any change order, provided the change order(s) do not, either singly or in the aggregate, exceed 10% of the original Subcontract amount. Should any change order singly or in the aggregate exceed 10% of the original Subcontract amount, Surety's written consent must be obtained by Obligor in order to increase the penal sum.
- E. Definitions:
 - (1) The term "Balance of the Subcontract Price," as used in this Bond, shall mean the total amount payable by Obligor to Principal under the Subcontract and any amendments thereto, less the amounts heretofore properly paid by Obligor under the Subcontract.
 - (2) The term "Cost of the Mitigation Work" means the cost actually incurred by Obligor in proper performance of work under the Subcontract, including remedying defects in the work of the Principal. Such costs shall be at rates and hours not higher than the standard customarily incurred at the place of the Project except with the prior written consent of the Surety. Obligor's overhead (both field and home office) as well as profit shall be included in the Cost of the Mitigation Work at a markup of 15% to the actual labor, material, equipment, and subcontractor costs incurred and paid for by Obligor. Obligor shall not apply markup to the cost of any subcontractor that is affiliated with Obligor.
- F. Notwithstanding any provision in this Bond and any document incorporated herein to the contrary, any proceeding, legal or equitable, under this Bond must be instituted in a court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of default or within two years after the Principal ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- G. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.
- H. Any notice given or any demand made under this Bond shall be given in writing and may be provided to the following email address _____ or given by any method of delivery that provides evidence or confirmation of receipt, including personal delivery, express courier (such as Federal Express), and prepaid certified or registered mail with return receipt requested. The Surety's address for notice is _____.
- I. The Surety shall not be liable to the Obligor or others for obligations of the Principal that are unrelated to the Subcontract work, and the Balance of the Subcontract Price shall not be reduced or set off on account of any such unrelated obligations.

J. The Surety hereby waives notice of change, including changes of time, to the Subcontract, purchase orders or other obligations.

Signed this day of , .

(Principal)

By: _____

(Surety)

By: _____
_____, Attorney-in-Fact



MONTEITH

JOINT CHECK AGREEMENT

DATE: _____

PROJECT: _____

Per our discussions, a joint check has been requested with respect to material, labor and/or equipment to be supplied by _____ (SUPPLIER) to _____ (SUBCONTRACTOR) to be used in the project, _____ in the amount of \$ _____ for material/work performed as follows:

_____.

_____ (SUBCONTRACTOR) consents to the issuance of the joint check as _____ (SUBCONTRACTOR. AND SUPPLIER) .

All joint checks will be mailed to the Subcontractor for endorsement and distribution.

_____ (SUBCONTRACTOR) and _____ (SUPPLIER) agree that this check shall not create or be considered to create or result in any direct liability, contract, or other relationship between Monteith Construction Corp. and _____ (SUPPLIER) so, this joint check shall not be considered to alter, modify, or amend, in any way, the subcontract with _____ (SUBCONTRACTOR).

_____ (SUPPLIER) will forward copies of all invoices upon purchase to Monteith Construction Corp. and _____ (SUBCONTRACTOR) Purchases made that exceed the value of this Joint Check Agreement will not be the responsibility of Monteith Construction Corp.

Signed _____
Monteith Construction Corp

Agreed to and Accepted by:

SUBCONTRACTOR Officer

SUPPLIER, Officer

**WE.
BUILD.
RELATIONSHIPS.**

WILMINGTON 208 PRINCESS ST. WILMINGTON, NC 28401
CHARLESTON 460 KING ST. SUITE 200 CHARLESTON, SC 29403
MYRTLE BEACH 1200 48TH AVE. N. SUITE 102 MYRTLE BEACH, SC 29577
RALEIGH 610 HILLSBOROUGH ST. SUITE 103 RALEIGH, NC 27603
NC GC LICENSE NO. 43319 SC GC LICENSE NO. 699696 VA GC LICENSE NO. 2705168546

PROJECT NAME: _____

PROJECT NO: _____

SUBCONTRACTOR: _____



MONTEITH

MONTEITH CONSTRUCTION CORP.

Contract Packet Checklist

The Subcontractor shall read and initial the items below that are requested to be mailed back to our Wilmington office with the signed AIA Contract or Purchase Order within **ONE WEEK** of date received:

- _____ **SIGNED AIA CONTRACT (or) SUBCONTRACT**
- _____ **SECOND TIER SUBCONTRACTOR / SUPPLIER FORM (COMPLETED)**
- _____ **PARTIAL WAIVER**
- _____ **SALES TAX STATEMENT**
- _____ **FORM W-9 (COMPLETED)**
- _____ **FORM I-9 (COMPLETED)**
- _____ **MONTEITH CONSTRUCTION SAFETY GUIDE (PAGE 38 SIGNED)**
- _____ **PROJECT CONTACT INFORMATION SHEET (COMPLETED)**
- _____ **MCC CERTIFICATE OF INSURANCE REQUIREMENTS INCLUDING GENERAL LIABILITY, COMPREHENSIVE AUTOMOBILE & WORKERS COMPENSATION**
- _____ **CONTRACTOR PROJECT STATEMENT**
- _____ **MCC SCHEDULE OF VALUES REQUIREMENTS (BROKEN DOWN BETWEEN LABOR & MATERIAL AND SENT TO PROJECT MANAGER FOR APPROVAL)**
- _____ **WASTE MANAGEMENT POLICY (SIGNED)**

PLEASE NOTE THAT YOUR FIRST PAYMENT APPLICATION WILL NOT BE PROCESSED IF ANY OF THE ABOVE ITEMS HAVE NOT BEEN COMPLETED AND TURNED INTO OUR OFFICE.

APPENDIX B									
CONTRACTOR'S SALES TAX REPORT									
N.C. STATE & LOCAL SALES TAXES PAID									
OWNER:				PROJECT:					
CONTRACTOR:				FOR PERIOD:					
ADDRESS:				TO:					
	MATERIAL	INVOICE	INVOICE	INVOICE	N.C.	COUNTY	LOCAL	TOTAL	NAME OF
VENDOR	PURCHASED	NUMBER	DATE	AMOUNT	TAX	TAX	TAX	TAX	COUNTY
								-	
			Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
I hereby certify that, during the period stated above, North Carolina sales and use taxes were paid as listed above, with respect to building materials, supplies, fixtures, and equipment which have become a part of, or annexed to, a building or structure erected, altered or repaired for the above referenced location, and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina sales and use taxes paid thereon, and the cost of property withdrawn from warehouse stock and North Carolina sales or use taxes paid thereon are as set forth above.									
Sworn to and Subscribed before me, this day of , 20__.				By:					
____ Notary Public				Title:					
My Commission expires _____.									

W-9

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SUBCONTRACTOR I-9 COMPLIANCE AGREEMENT

Monteith Construction Corp. (hereafter CONTRACTOR) operates a facility in Wilmington, NC. CONTRACTOR has contracted with _____ (hereafter SUBCONTRACTOR) to provide services, and in doing so, SUBCONTRACTOR and CONTRACTOR agree as follows:

COMPLIANCE WITH FEDERAL, STATE, AND MUNICIPAL LAWS:

SUBCONTRACTOR will comply with all federal, state, and municipal laws and regulations relating to the performance of its duties hereunder including, but not limited to, those laws and regulations concerning wage and hours, payment of taxes, laws prohibiting discrimination and harassment, and compliance with the requirements of the Immigration and Control Act of 1986.

ACKNOWLEDGEMENT OF COMPLIANCE: SUBCONTRACTOR represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act: (1) prohibiting hiring and continued employment of unauthorized aliens, (2) requiring verification and recordkeeping with respect to identity and eligibility for employment, and (3) prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status.

SUBCONTRACTOR specifically agrees that it will certify to CONTRACTOR on an annual basis, or as requested by CONTRACTOR, in writing, that SUBCONTRACTOR is in compliance with all I-9 requirements with respect to each and every of SUBCONTRACTOR'S employees.

By entering into this Agreement, SUBCONTRACTOR certifies that all personnel that are being used, or will be used to perform services pursuant to this Agreement are authorized to work legally within the United States.

MAINTENANCE OF RECORDS: SUBCONTRACTOR shall be responsible for the creation and retention of all employment records or documents required by law, including but not limited to:

- Time and payroll records for all employees of SUBCONTRACTOR performing labor for CONTRACTOR.

- Employment Eligibility Verification Form (I-9) for all SUBCONTRACTOR employees working on CONTRACTOR'S jobsites. The I-9 Form shall be used by SUBCONTRACTOR to verify that persons employed by SUBCONTRACTOR are eligible to work in the United States.

SELF AUDITS: SUBCONTRACTOR agrees that it will perform self-audits of its I-9 compliance on no less than an annual basis as measured from the date of execution of this agreement, and SUBCONTRACTOR agrees that it shall certify in writing to CONTRACTOR that it has completed its I-9 self audit and resolved any problems or deficiencies identified in the course of said audit.

WORK PERFORMED BY AUTHORIZED INDIVIDUALS: SUBCONTRACTOR will not allow any of its agents or employees to perform services on behalf of CONTRACTOR or enter upon CONTRACTOR's jobsites unless said persons are legitimately entitled to work according to the laws of the United States.

INDEMNITY: SUBCONTRACTOR agrees to indemnify CONTRACTOR and hold CONTRACTOR harmless from all liability, including liability for interest and penalties, which may be assessed against CONTRACTOR as a result of SUBCONTRACTOR's failing to comply with U.S. immigration laws.

CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

DATE

DATE

Project Contact Information

Company _____ Project _____

Mailing Address: _____

Physical Address: _____

Project Manager: _____

Phone Number: _____

Fax Number: _____

Cell Number: _____

E-mail Address: _____

Project Forman: _____

Phone Number: _____

Fax Number: _____

Cell Number: _____

E-mail Address: _____

Accounting

Contact Name: _____

E-mail Address: _____



MCC Waste Management Policy

What is the Monteith recycling program about? The Monteith waste management program requires subcontractors to recycle waste in MCC designated containers. These waste bins will be clearly marked with any exceptions noted. Onsite orientation will be provided for new subcontractors explaining our waste management policy.

Why is Monteith requiring subcontractors to recycle? Much of the waste generated during construction, remodeling, or demolition project is recyclable. Recycling these materials keeps it out of landfills, creates jobs, and provides raw materials to several industries.

What types of materials will be recycled? Only clean (100% free of contamination) scrap lumber, wood pallets, gypsum wallboard (sheetrock or drywall), asphalt shingles, concrete block and brick are eligible.

What does this mean for you onsite? This means that your crews onsite will need to sort the following materials:

- **Scrap Lumber/Wood Pallets:** No trash, plastic wrap, insulation, painted wood, plastic bottles, cans, engineered wood with laminates, etc. Nails and screws in the lumber are OK; large bolts or metal fixtures (hinges, handles, etc.) are not.
- **Gypsum wallboard:** No trash, insulation, wood trim, attached nylon or fiberglass mesh/backing, cement board, furring strips, plastic bottles or cans, etc.
- **Concrete/block/brick:** No rebar, painted material, trash, insulation, sheathing, plastic bottles or cans, ceramic tile, flashing material, etc.
- **Scrap Metal:** No trash, plastic bottles, engineered wood with laminates, etc.
- **General construction trash:** No rebar, concrete, wood, gypsum board, etc.]

Not adhering to this policy will result in a monetary back-charge to be deemed accordingly by Monteith Construction

Sign _____

Date _____

2nd Tier Subcontractor and
Supplier Form

2nd Tier Subcontractor	Accounting Contact Name	Phone #	Fax #	Email Address	Contract Value	MBE?
Suppliers	Accounting Contact Name	Phone #	Fax #	Email Address	Contract Value	MBE?

- Please list all 2nd Tier Subcontractors and Suppliers that will be used on this job. This includes labor, equipment and material.
- Submit a Certificate of Insurance for any 2nd Tier Subtrade that will be working onsite.
- This form must be completed in its entirety and returned with your signed contract to Monteith Construction.
- No payment application will be processed until this form has been received.

GUIDE FOR CONSTRUCTION SAFETY



M O N T E I T H

RALEIGH • WILMINGTON • MYRTLE BEACH • CHARLESTON

Updated August 30, 2019

Modify only under the supervision of the Safety Officer. Revised 8/30/19

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<i>Please sign & return to our Wilmington Office</i>	

Purpose

This safety manual is intended to serve as an informative guideline for our members, it is not inclusive in its content. These contents were compiled from expert and reliable sources with the most current safety information available. This safety manual does not replace any operator manuals or local, state or federal safety regulations. ALWAYS consult the OSHA manual and or the company safety officer if you have questions concerning a specific OSHA standard. All subcontractors must abide by OSHA standards and more specific Monteith safety guidelines while on a Monteith Construction Corp. job site. This manual may be updated periodically. Consult your supervisor and local safety bulletins for changes in safety policy and new safety information.

Company Safety Mission

Monteith Construction Corp. is dedicated to providing a safe work environment for all our employees. We consider safety to be an important part of our company and proactively seek to maintain an ongoing program. The safety and well-being of all employees is our first consideration throughout all phases of work.

Company Safety Policy

We strongly adhere to the principle that accident prevention and industrial health are just as important to this organization as quality and production. At no time will we sacrifice safety for production.

To that end, we make every effort to provide and maintain a safe and healthy work place.

Our safety rules and regulations were developed for the protection of our employees, suppliers, subcontractors, customers and the public. **We insist on safe methods and practices at all times.**

In addition, we will:

1. Adhere to all federal, state and local laws and regulations pertaining to safety and health in the construction industry.
2. Conduct all operations with good sense and safe practices, adapt with the varied conditions, locations and circumstances of our jobs.
3. Exercise good judgment in applying this policy.
4. Protect the public as applicable

As a condition of employment, all our employees must adhere to company safety policies and rules.

Furthermore, all subcontractors, service contracts and purchase orders issued contain the requirements of our safety policy, rules and procedures. We will strive to ensure that other parties' activities pose no danger to our employees. However, all employees are asked to immediately report any hazardous activities or conditions to their supervisors. All supervisors have management's full support to carry out the provisions of our safety policy and are expected to do so.

If we all work together as a team-we can all work safely!

N. John Monteith,
CEO

Accident Prevention Responsibility

Project managers, superintendents and all employees are responsible for administering and enforcing the safety policy set forth in the manual.

Good communication at all levels of employment is necessary for accident free performance. Before you begin any job, your supervisor will explain safe work practices and point out hazards associated with the job. Ask your supervisor if you are not certain of proper work procedures. You may endanger yourself and others by guessing.

Risk is *the chance of injury, damage or loss*. Safety is your responsibility. It is your life: you can live dangerously or safely, as you choose. But on the job, you may be injured in an accident. Your safety and that of your fellow workers, your company and its customers, and the public all depend on you.

We can provide you with the necessary Personal Protective Equipment, a safety-conscious supervisor and a detailed safety program full of rules and regulations. But if you do not take the *responsibility* to put on your hard hat, follow your supervisor's instructions, and comply with the rules and regulations of the safety program, you will never be safe. You may also endanger others. Your actions affect the lives of everyone around you.

KNOWLEDGE + PRACTICE = SAFETY

KNOWLEDGE can be acquired through job experience and through safety training. It is important to know the facts about safety and how accidents are caused. It is not enough to learn what makes us safe; we must practice that knowledge.

PRACTICE requires that you consistently follow every safety practice and rule as you go about your work. By putting your safety knowledge into practice, you can eliminate unsafe actions and conditions creating a safe work environment. It all depends on your willingness to accept responsibility for safety.

Delegation of Responsibilities

To ensure the company's safety policy is carried out, the following assignments of responsibility are made. **Please note that these individuals have the full support of management to perform their duties.**

Management:

1. Establish rules and programs designed to promote safety and make them known to all employees.
2. Make available the necessary training for employees to perform their jobs safely.
3. Provide protective equipment as applicable. Record all instances of violations and abate violations if found.
4. Discipline any employee who willfully disregards these safety rules.
5. Provide knowledgeable safety audits.

Job Foreman/Superintendent:

1. Carry out safety program at the work level.
2. Be aware of all safety requirements and safe working practices.
3. Plan work activities with safety in mind.
4. Make sure that protective equipment is available and that employees know how to use it.
5. Promptly report all injuries and accidents
6. Make sure sub-contractors are provided applicable Monteith safety forms
7. Discipline any employee who willfully disregards these safety rules.
8. Superintendents and project managers will have a 30 HR OSHA class as soon as possible.
9. Document unsafe actions and conditions of the Subcontractors on a daily basis.

Workers:

1. Work safely to ensure your own safety as well as that of co-workers.
2. Request help when unsure how to perform any task safely.
3. Correct unsafe acts and conditions within the scope of immediate work. Report any problems you are unable to correct to your supervisor.
4. Use and maintain all safety equipment provided.
5. Know and follow all safety rules.
6. Report to work physically and mentally prepared to safely carry out assigned duties.

New Employee Training & Orientation:

Training:

Accident avoidance and prevention training are vital to an effective safety program. Safety related work rules help prevent injuries. However, it is difficult to establish rules for every work task; thus, two kinds of training are needed:

1. Training for specific tasks.
2. General training in accident avoidance and prevention.

Weekly Toolbox Talks

Weekly “tool box talks” are an effective training method. To be truly effective, however, they must be presented in a manner that is interesting and includes worker participation. Meetings should allow time to ask questions and raise concerns about safety issues. Many insurance companies and trade associations such as CAGC provide tool box talks to help employers select and deliver safety topics. It is important to keep written records of topics covered; times, dates and location of the talks; and names of employees in attendance.

Task Specific Training:

Each time a supervisor provides instructions on how to perform a task, he or she should include the relevant safety aspects. It only takes a few minutes to outline a given task’s safety requirements. Doing so will help employees think about safety while performing the task.

New Employee Orientation

New employee safety orientation sets the tone for construction site safety. A new employee can be defined as any person unfamiliar with a specific construction operation. This definition includes:

- Persons new to the company
- Persons new to a particular job site or crew.
- Persons new to a particular task or process.

A supervisor should be assigned to cover orientation duties, although he or she may delegate this assignment. The supervisor generally outlines specific safety orientation procedures to be followed by the foreman and other employees assigned to the training function. The supervisor should follow up to make sure training is satisfactory. New employee safety orientations should include the following:

- Description of the work.
- Explanation of safety rules.
- Explanation of the proper use of required personal protective equipment.
- Identification of hazards, off limits areas and pertinent safety regulations.
- Follow up to make sure safety procedures and rules are understood.
- All company personnel and sub-contractor personnel will go through the MCC site orientation

form with site personnel on the first day in the job. They will be issued a site sticker to show that they have been through it.

- The first time a subcontractor is on site they will complete sub-contractor questionnaire.
- Monteith field personnel will have safety orientation form the safety officer as soon as possible.
- All the necessary forms are in Procore in the master safety folder.

The supervisor should distribute company safety materials to each new employee and explain the contents thoroughly. New employees should be allowed sufficient time to ask questions and to clarify safety rules or procedures. Any required signatures to verify employee training should be obtained and held on the site.

Disciplinary Actions for Failure to Comply with Safety Rules and Company Policy:

There are certain standards of behavior and conduct that must be maintained to ensure a safe work environment. Any employee who engages in improper conduct will be subject to disciplinary actions up to and including discharge. The following rules and disciplinary actions are not intended to be all-inclusive; the company reserves the right to discipline employees for engaging in other misconduct not addressed by the following rules. Such discipline includes all disciplinary steps including discharge, depending on the severity of the act. Disregarding rules and repeated violations, regardless of intention, may be grounds for discharge. The following is a common progressive discipline procedure used by many companies:

FIRST OFFENSE

Documented corrective interview

SECOND OFFENSE

Written warning

THIRD OFFENSE

Final written warning & discharge

It is not necessary that the violations be of the same rule. Violations of three different rules may result in discharge, just as three violations of the same rule also may result in discharge.

Major violations may result in immediate discharge.

Drug and Alcohol Screening

It's a sad fact that today some people use drugs and/or alcohol and show up for work impaired, pretending nothing is wrong. Then they proceed to get behind the wheel of a piece of machinery, run the hoist, climb the ladder or run the saw. The next thing you know, there has been an accident: people are hurt, equipment has been damaged, time has been lost, and your company's reputation for safety has been shot.

Drinking and Drugs will not be tolerated

All new employees will be given a drug test within 30 days of employment, and every employee will be subject to random, post-accident and "for cause" drug/alcohol testing at any time.

Reporting to work under the influence of alcohol or illegal drugs and/or drinking on the job site will not be tolerated. In addition, anyone found drinking alcohol or taking illegal drugs on the job site will be subject to disciplinary action. Responses to drug related problems will be in accordance with our Drug Policy.

In Case of an Accident

All accidents, no matter how small, *must be reported* to the job project superintendent. It is also very important to report near misses or close calls that under other conditions could have caused property damage or personal injury. If the injury requires treatment other than minor first-aid, the supervisor will initiate the necessary paperwork. Employees who experience or suffer non-occupational injuries or illnesses must report them immediately to their supervisor.

Some examples of accidents are listed below:

Worker's Compensation

- Physical or Bodily Injury

General Liability

- Cutting of Power, Gas, Sewer, Cable TV, Fiber Optics
- Injury to Public
- Fires, blasting damage

Property

- Damage to machinery, tools, equipment

All injuries need to be documented on the first report of injury (for Monteith personnel or the respective sub-contractors form). In addition, the MCC incident report needs to be filled out.

Accident Investigation

Investigations must follow up any *near misses* and/or *accidents*. The investigation should be performed by the supervisor on site, and if applicable, the company safety director. The objective is to determine the root cause of the accident. Through prompt effective investigation of injury and non-injury accidents, organizations can determine the causes of accidents and formulate prevention methods.

Promptness is very important in investigating accidents; delays usually result in failure to obtain all the facts. The investigation should be conducted as soon as possible after taking care of injured personnel and potential hazards. Fault-finding and blame have no place in effective accident prevention programs. Intimidation and finger pointing only prevent the real accident causes from being discovered.

Key Accident Investigation Elements:

1. *Respond to the emergency promptly and positively.*

- Take control at the scene
- Offer first aid and call for emergency services.
- Control potential secondary accidents.
- Identify sources of evidence at the scene.
- Preserve evidence from alteration or removal
- Investigate to determine loss potential
- Decide who should be notified

2. *Collect pertinent information about incident.*

- Separate the witnesses so they cannot discuss the accident prior to interviewing.
- Get “the big picture” first
- Interview witnesses individually
- Interview on-site whenever feasible
- Put the person at ease
- Get the his/her version
- Ask questions at the right time
- Give the witness feedback of your understanding
- Record (in writing) critical information quickly
- Use visual aids
- Use reenactment sparingly and carefully
- End on a positive note
- Keep communication lines open
- Take pictures of accident scene
- Use company form for documentation

3. Analyze all significant causes.

- Investigate immediate causes or symptoms
- Investigate basic or underlying causes
- Determine the root cause
- Investigate deficiencies in the management system (inadequate program, standards, compliance, etc.)

4. Develop and take corrective actions.

- Consider alternative controls
- Lower the likelihood of reoccurrence
- Reduce the potential severity of loss
- Take temporary actions immediately
- Take permanent actions as soon as possible
- Document with a written report

5. Review findings and recommendations.

- Have every report reviewed by the next level manager and president
- Measure the quality of the reports and coach for improvement.

6. Follow through on the effectiveness of the actions.

- Conduct investigation review meetings
- Monitor timely implementation of remedial/preventative actions
- Analyze data for trends
- Profit from prompt and positive changes based on reviews, analysis and experience

Management Accountability Program

There are many ways to help reduce the cost of accidents; however, none is more effective than preventing the accident from ever occurring. Safety is a CULTURE that a company lives and breathes, from the owner down to the newest employee. Safety is an ATTITUDE that can spread from one person to another. For the CULTURE to develop and the ATTITUDE to spread, an accountability system must be developed, implemented and monitored. This system includes the entire management team.

All members of the management team are accountable for the safety of their employees on the job sites. This can be accomplished in a number of different ways.

The most effective way is through a job site claims charge back and annual performance appraisal.

This is a good tool to get management's attention and to get them to realize the effect of accidents on a contractor's bottom line.

Claims Cost/Injury Management

A contractor's ability to manage worker's compensation claims is very important in today's competitive world. Many general contractors and project owners now pre-qualify companies based on their safety record (i.e., Experience Modifier and Incident Rate). One way to control WC costs is to develop, implement and monitor a Claims Cost/Injury management program. We will use "sub verify" and do a data search on the OSHA web site.

This program includes, but is not limited to, using company designated physicians, maintaining good communications with the injured worker and attending physician, and establishing an Early Return to Work Program-(ERTWP).

These five major parts to an ERTWP are:

- Company Policy Statement
- Notice of available employment letter to the injured employee
- Communication with the attending physician
- Physician's release to return to work
- Light Duty Job Descriptions

Companies that can effectively institute and use an ERTWP have lower claims cost. Lower WC premiums give them a better competitive edge.

OSHA

The Occupational Safety and Health Administration (OSHA), part of the Department of Labor, makes safety and health rules to protect American workers in all industries, including construction. Under the OSHA ACT of 1970, *employers* have a general duty to:

- 1) Furnish each employee with a workplace free from recognized hazards that can cause death or serious physical harm. This is called the “General Duty Clause.”
- 2) Comply with occupational safety and health rules and regulations promulgated under this Act.

There are four elements necessary to prove a violation of the “General Duty Clause”:

- 1. The employer failed to keep the workplace free of a hazard to which employees were exposed.**
- 2. The hazard was recognized.**
- 3. The hazard caused or was likely to cause death or serious physical harm.**
- 4. There was a feasible and useful method of correcting the hazard.**

In addition to employer responsibilities, *employees* shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this act which are applicable to their own conduct. This means that employee cooperation is very important in achieving compliance with OSHA when violations of the general duty clause if no OSHA standard applies to the particular hazard.

Focused Inspections for Construction

(This type of inspection is done in North Carolina only, not South Carolina)

An analysis of construction facilities investigated by Federal OSHA has indicated that over 90 percent of construction fatalities fall into the following four categories:

- Falls from...
- Being struck (by vehicles or falling objects)...
- Caught in (Excavations)...
- Electrical Hazards

Scheduled construction safety inspections are normally comprehensive covering all areas and conditions on a construction site and all safety hazards regardless of potential severity. By concentrating on the four areas representing the leading causes of construction fatalities, the Compliance Officer may spend less time on safe sites and more on contractors who are having accidents. Contractors on sites with effective safety and health programs in place may avoid comprehensive OSHA inspections.

OSHA Visits

An OSHA inspection may result from any of the following:

1. Imminent danger
2. Inspection following a fatality or serious injury.
3. Inspection stemming from an employee complaint
4. Referral/Follow up/Monitoring
5. Special emphasis
6. Generally scheduled inspection (due to emphasis programs any site be a general schedule site)

The Compliance Officer identifies conditions and/or acts considered unsafe and/or in violation of construction safety regulations. The Compliance Officer may not violate any known safety regulation and is responsible for providing and wearing the appropriate personal protective equipment. Failure to comply with the project safety program is cause to deny the officer admittance to the site or to prematurely halt the inspection.

The Compliance Officer will present identification and state the purpose of the visit. An opening conference may be held with representatives from all on-site contractors and any construction managers.

NOTE: Monteith is to always request an opening conference.

The Compliance Officer will:

1. State the nature of the inspection: (General Complaint, Target Industry, Other).
2. Request copies of the safety program, accident reports and Inspection surveys.
3. Approve members of the inspection party. Employers are required to have representation during inspection of their part of the job site.
4. Generally discuss the purpose of the OSHA ACT, its sanctions, and the authority vested.
5. Advise that at the end of the inspection, a closing conference will be held to discuss any alleged violations to determine abatement deadlines, the employer's rights and responsibilities after the inspection, and answer any questions.

The Compliance Officer may interview employees in private regarding Matters of safety and health.

At the completion of the inspection, the Compliance Officer will usually hold a general meeting of all contractors but may meet with each contractor individually.

Citations

As a result of an inspection, citations and notice of monetary penalty may be issued. Should a citation/penalty notice be received, the following must be done:

1. Post copies of citations near the area cited for three working days or until corrections have been made, whichever is later.
2. The company has 30 calendar days from receipt of a citation to contest or to accept it.

Failure to take action within those 30 days means the company has accepted the citation and is judged in violation.

Upon request, an employer, affected employee, or employee representative has the right to an informal conference with the OSHA Compliance Manager or his/her designated representative to resolve any problems. If this does not yield a satisfactory result, it is the employer's right to have a hearing before a member of the Occupational Health and Safety Review Board. It is not necessary to have an attorney present, depending on the nature of the hazards. If the member of Occupational Health and Safety Review Board rules against you it is your right to appeal to the Occupational Health and Safety Review Board minus the original member that heard your case.

JOB SITE OSHA INSPECTION CHECKLIST

I. INSPECTION

A. Opening Conference

- Immediately notify the company safety officer or main office, as required, upon learning of an OSHA inspection or the presence of an OSHA inspector
- Greet the OSHA inspector, being courteous at all times, and record the information regarding his/her credentials in a notebook
- Ask the inspector to identify the type or scope of the inspection to be conducted. Record, in detail, all questions and responses
- Do not volunteer any information
- Provide the inspector with all required safety equipment. Advise the inspector that he will be required to wear safety equipment in the appropriate areas

B. Walking the Job Site

- Briefly answer the questions in a courteous manner. Provide only the information requested.
- Allow the inspector to visit only those areas of the site which were allowed for inspection or by agreement or by warrant
- Carefully choose the path of travel. The inspector can issue citations for anything he sees or hears
- Photograph or videotape everything the inspector photographs or videotapes in the same manner and if possible, stand in his footsteps. The company should have its own photo documentation of what the inspector is photographing
- If the inspector makes a mistake, do not correct him/her
- Do not argue with the inspector; simply inform him of the facts. You can correct items noted, it is advisable during a focused inspection

C. Interview

- Have company representatives present at any interviews by the inspector with supervisors
- OSHA inspectors are allowed to privately interview employees in a reasonable manner. Advise the employee that they have the right to request that the company representative is present during an interview
- Write down the name of any employee interviewed

Make sure the employees, prior to an OSHA visit are familiar with who the *competent person* is on each job site and each procedure that requires a *competent person*.

D. Closing Conference

- Company representative should obtain as much information as possible from the inspector without making comments that could hurt the company
- Record the inspector's statements about alleged violations. Make notes of the inspector's comments

- Do not agree with the inspector or volunteer any information regarding any safety problems, either past or present. Ask the inspector what corrections are appropriate. Write down everything he/she says
- The inspector may try to get the company representative to propose corrective measures. The inspector may also try to get the company representative to agree on appropriate abatement dates. Simply state that you will do what he/she suggests
- Show the inspector all documents he has requested and which he/she has authority to review.

II. AFTER THE INSPECTION

- Immediately go back and take photographs of items for a more flattering or truthful view than those angles that may have been taken by the inspector
- Investigate matters that may result in citations
- Immediately correct or change any matters that need correcting or that the inspector suggests should be corrected.
- After the inspection, all notes, tapes, photographs, personal observations, etc. taken during the inspection should be identified, typed, taped or otherwise made legible and sent to the Company Safety Officer or home office
- Make notes on back of photos regarding what the photos show, including any available information about an alleged violation
- Refer all further contacts to the home office or safety officer

III. COURSE OF ACTION IF A CITATION IS RECEIVED

A. Accept the Citation and Pay a Fine

- Do not jump to the conclusion that this route is your only choice.

B. Informal Conference

- After receiving the citation, you have 30 calendar days to request and have an informal conference. The purpose of the conference is to address any concerns or issues about the conduct of the Inspector, the citation, penalty or abatement period. The employer may ask questions, present evidence and tell his/her version
- The penalty, abatement date, and possibly the citation may be reduced or amended. Legal council is not normally required, but legal advice should be sought prior to the informal conference.
- Understand that all information gathered at the informal conference may/will be used should a Board Hearing become necessary.
- To reach the Occupational Health and Safety Board Hearing stage, you must contest the citation, the penalty, or the abatement period. Legal counsel is usually needed at this phase of the process, but not required.

OSHA Posting Requirements

February 1 to April 30 the “OSHA 300 log,” listing all injuries and illnesses, will be posted on every project at the home office. This detailed listing will be sent by the office to each job.

The following signage or poster must be posted in conspicuous locations on every project:

- Federal Minimum Wage and Labor Rate
- Safety and Health Protection on the Job
- Workers Compensation Notice
- EEO (Equal Employment Opportunity)
- Unemployment Insurance
- Wage and Hour Act
- Employee Polygraph Protection Act
- FMLA (Family Medical Leave Act)
- ADA (Americans With Disabilities Act)

Program Summaries

1. First-Aid and Medical Facilities

Reference 1926 Subpart C

- Stocked first-aid kits shall be provided on all construction projects. The kit must be appropriate for the crew size.
- First-Aid Kits shall be inspected weekly by the supervisor and items replaced as required.
- When working in confined spaces the attendant must be certified in CPR and basic First-Aid.
- Every project shall have two-way emergency communications in case of an emergency.

Every supervisor shall know the location and distance of the nearest medical treatment facility. All emergency numbers shall also be posted by every phone. At least one team member should have current first aid training.

Employee Tips

Know where to find emergency medical help at site before you need it.

Know where to locate:

- Designated First Aid provider
- First-Aid Kit
- Eyewash or other fresh water
- Phone or radio
- Immediately report all accidents, no matter how small, to your supervisor.
- Cooperate
- Be prepared to take a post-accident alcohol or drug test
- Do not administer First Aid unless you have received prior Training.

Do not attempt to be a hero in a rescue. You could become another victim.

2. General Housekeeping

Reference 1926 Subpart C

- Nails in all lumber shall either be pulled from the material or bent over to prevent injuries.
- Adequate driving and walking routes shall be provided throughout the job site.
- Lumber, steel and other materials shall be stacked neat in an orderly manner, they cannot topple over or obstruct passageways.
- Pipe shall be stored so that they cannot be easily rolled. All pipe must be chocked to prevent rolling.
- All work areas shall be kept clean.
- Trash and garbage shall be disposed of properly. Each contractor is responsible for cleaning up trash daily.
- Tool trailer floors shall be swept regularly and kept clean and free of oil and grease.

3. Hazard Communication

Reference 1926 Subpart D as a ref. to 1910.1200

You have the “Right to Know” about any hazardous materials in your work area. Prior to beginning work in any area containing hazardous materials, Hazard communication training will be provided before beginning work. Every project shall have a copy of the company’s Hazard Communication written program available for inspection, this may be provided electronically in Procore.

- All employees shall know where to find this manual and or Procore and how to look up the appropriate SDS’s (Safety Data Sheets)
- Before using hazardous materials, examine the container label and review the SDS to determine:

- A. Methods and observations used to detect presence/release.
- B. Precautions to avoid or protect from exposure.
- C. Physical Hazard/Health Hazard.
- D. Emergency & Spill Clean Up Procedures.
- E. First Aid.

- All sub-contractors shall be notified of the Company HAZCOM Policy and briefed on the proper usage of the policy.
- All sub-contractors must have a copy of their HAZCOM program on site.
- Do not smoke or have open flames around containers which clearly indicate a “flammable substance”
- Ensure proper ventilation before using substances that have an inhalation warning; if needed, use personal protective equipment.
- Check with your supervisor before using any substances that pose an inhalation hazard.
- Do not use substances from unmarked containers.
- Do not remove, deface, alter or otherwise mark container labels.
- Use only approved and secondary containers whose contents are clearly labeled in compliance with GHS standards. Return contents to the original container at the end of the work period.
- - Do not mix substances or chemicals since dangerous chemical Reactions can be produced.
- Do not allow passersby to enter the area without observing the same safety precautions.
- All employees are to sign the orientation form at their initial hiring or being on site as a sub-contractor employee. After being trained by their employer on their HAZCOM program.

4. Personal Protection Equipment

Reference 1926 Subpart E

- Protective equipment capable of providing protection from hazards of processes or environment which may cause injury or impairment to the function of any body part through absorption, inhalation or physical contact shall be worn.
- Hard hats are to be worn in the proper manner in all areas with the bill facing forward (where required). (Only helmets that meet the specifications of ANSI Z89.1-1969 or later shall be worn.)
- All employees shall wear safety boots if they are exposed to falling or rolling objects, or when using tampers, jack hammers and similar equipment. No sneakers or cowboy boots are permitted
- When handling sharp, jagged materials or hazardous chemicals, employees must wear protective gloves suited for the task as to prevent damage from splinters, cuts or chemicals
- Safety eye wear that meets the specifications of ANSI Z87.1-1969 or later shall be worn at all times. ***Ordinary glasses such as prescription and sun glasses that do not meet the ANSI specifications should not be worn as safety glasses.***
- Burning goggles are required for all burning and gas welding operations. Lenses shall be #4 density at a minimum and increase with the plate thickness
- Areas shall be shielded where arc welding is done for the protection of other employees
- Hearing protection shall be used in work areas where noise levels exceed 90dB in any one 8-hour day or on excessive noise-producing equipment such as: jackhammers, ram set guns and various machinery. The hearing protection rule of thumb is that if you have to speak loudly for the person next to you to hear, the noise level merits wearing hearing protection.
- Respirators of the approved type shall be worn when dust or toxic fumes are present. Only NIOSH approved respirators shall be worn. An N95 disposable is a respirator if worn properly
- Full body harnesses and lanyards that meet OSHA specifications shall be worn when fall protection is required (See fall Protection).
- Safety vests that meet OSHA standards for flagging shall be worn by all flagmen when called to do so.

5. Fire & Burn Prevention

Reference 1926 Subpart F & J

- Maintain good housekeeping in work areas. Control trash build up to limit fire fuel.
- Recognize the common causes of fire:

A. No open fire burning or other sources of ignitions shall be permitted within 25 feet of fuel storage tanks or within 50 feet where flammable liquids are used. Applicable danger signage is required by all flammable/combustible areas (i.e., "No Smoking".) No open-burning fires will be unattended or allowed to burn overnight.

- B. Flammable liquids** - these require extra care in storage, handling and transfer.
1. Flammable liquids shall be stored in approved containers/tanks and bonded and grounded for static electricity.
 2. Storage of flammable liquids in excess of one gallon shall be stored in approved containers with "Flash arrestors." No more than 25 gallons of flammable liquids shall be stored in any one location unless in an approved Flammable Storage Cabinet.
 3. Flammable and combustible liquid containers shall be properly labeled.
 4. Oil and gas-soaked rags are to be stored in an approved container to prevent the possibility of combustion or ignition. Containers shall be emptied daily.
- C.** All office and tool trailers shall be equipped with at least one ABC fire extinguisher.
- D.** A fire extinguisher shall be located every on every job site that any walking distance is not greater than 100 feet.
- E.** At least one portable fire-extinguisher having a rating of not less than 20-B shall be located not less than 25 feet or more than 75 feet, from any flammable liquid storage area where 25 or more gallons exist. On multiple floors extinguishers need to be within 25' of stairwell.
- F.** All equipment should have ABC fire extinguishers attached to them.
LP gas or liquid fuel heaters require adequate clearance from combustible materials.

Know where extinguishers are, which types are effective, and how to use them correctly.

Before Doing Any Hot Work: (this guide is for sub-contractors

- Anyone engaged in welding and cutting shall wear protective clothing and PPE such as goggles, helmets, aprons and gloves.
- Welding operations shall be screened to protect nearby workers from flashes.
- Obtain a Hot Work Permit (MCC work permit unless owner has one, or equivalent).
- Always check adjacent area, including the backside of work to be welded/cut.
- Sparks and slag created by welding or burning operations must be contained and combustible materials removed.
- Secure connections, couplings and fittings.
- Welding leads and burning hoses should not be run through doorways and must be protected by suspending or covering.
- Have fire protection available at work area:
- Proper extinguisher
- Know location and accessibility of fire sprinkler controls
- Identify gas or fuel pipelines, tanks, shut offs, other utilities.

Arc Welding

- All work must be adequately grounded.
- Welding rods must not be left in electrode holders
- Welders must wear hard hats that will accommodate welding shields.
- No less than #9 filter lenses shall be used.

- Welding machines must be turned off at the end of each shift.
- Welding operations shall not be performed from metal ladders.
- The electrode holder and connecting cable shall be fully insulated. Light holder shall not be used for heavy work, and the welder shall avoid standing on damp or wet surfaces while welding.

Torch and Cylinder Safety

- Secure cylinders upright and cap when not in use
- Valve protection caps should not be used for lifting cylinders. - Compressed gas cylinders must never be stored in “gang” boxes.
- When Oxygen and Acetylene cylinders are hoisted, they must be secured on a cradle, swing board or pallet. They shall not be hoisted or transported by means of magnets or choker slings.
- Oxygen and Acetylene cylinders not being used must be separated by 20 feet or by a non-combustible barrier at least 5 feet high having a fire resistance rating of at least one half-hour.
- Pressures check hose, torch and regulator.
- Use flashback prevention valves.
- Always use an igniter to light torches. Matches or cigarette lighters are prohibited!

6. Accident prevention Signs, Flagging and Public Protection **Reference 1926 Subpart G**

- All equipment left unattended at night, adjacent to a highway in normal use, or adjacent to construction areas where work is in progress must have appropriate lights or reflectors or barricades be placed with lights and reflectors to identify the location of the equipment, excavation or any other potentially hazardous condition.
- Fences, barriers, guardrails, warning signs, etc. shall be used when deemed appropriate to keep public away from job sites and attractive nuisance areas.
- All visitors attempting to enter the job site must report to the site trailer or Supervisor.

Flagging Procedure

Signs, barricades, etc. shall be placed where there is a possibility of the public driving on or through the construction site where they would cause damage to their vehicle or possible bodily harm. Sign placement shall be in accordance with state and DOT requirements.

Flagmen must wear warning garments worn by flaggers, shall conform to Part VI of the Manual on Uniform Traffic Control Devices (1988 Edition, Revision 3, or the Millennium Edition) and hard hats. They should use either a STOP/SLOW 18” x 18” paddle sign with a 5’ staff or a RED flag 18” x 18” when flagging traffic.

All flaggers shall have Completed either a NC or SC DOT APPROVED FLAGGER TRAINING class.

7. Moving Materials: Crane Use -Rigging & Hoisting

Reference 1926 Subpart H and CC

- Inspect the project for overhead lines prior to operating any equipment.
- Never get beneath a suspended load or permit others to do so. - Never leave as load suspended. Use cribbing or blocking to support it.
- Only trained persons are allowed to rig loads.
- No riding on hook, ball, slinged load, etc.
- Use safety latches on everything. Use positive locking connections.
- Always check the path of the load. Be sure of clearances.
- Obey crane operator's instructions; they are in charge of the lift.
- Protect the swing radius of the cranes and the rotating equipment.
- Select the right rigging material to use for the lift.
- Inspect, inspect, inspect before you lift!
- Know the weight of all loads, equipment capacities, centers of gravity, etc.
- Use boom truck's outriggers. Outrigger pads must be used on every pick.
- For high-capacity lifts using 75 percent of the cranes rated capacity or any time cranes are making a tandem lift, review these steps and submit a written plan.

8. Tool Safety

Reference 1926 Subpart I

- Require subcontractor to inspect all tools, power cords and equipment prior to their use. Worn or damaged equipment must be taken out of service and tagged for repair or discarded.
- Personal tools are subject to inspection at any time.
- Use tools only for their designed purpose.
- Only qualified and authorized personnel should operate certain tools and all equipment (i.e., power-activated tools).
- All power tools and extension cords must be grounded to reduce the risk of electric shock by means of a three-wire type ground system or double-insulated tools.
- All frayed drop cords shall either be discarded or repaired using heat shrink tube equal to or greater gauge casing than actual cord, or the cord shall be cut and new male and female end plugs installed.
- Electric cords shall not be used for hoisting or lowering tools or other materials.
- Ground Fault Circuit Interrupters (GFCI) must be used on all temporary electric boxes. These devices detect even low amounts of current leaking from electric tools or cords. The interruption of the ground fault should occur fast enough to prevent electrocution of a worker contacting the cord or tool. (See Electrical Safety)
- Be sure the switch is off before plugging in any tool.
- Keep moving parts of power tools pointed away from your body.
- Do not operate electrical tools while standing on damp or wet surfaces. Keep hands dry.
- Be sure power tool is off and motion stopped before setting tool down.
- Disconnect tool from power source before changing drill bits or blades, or when attempting to repair or adjust.

- Do not operate any tool if the safety guard has been removed or disabled.
- Unplug all tools and cords and properly store them after use.
- Keep impact tools such as drift pins, wedges, hammers, and chisels free of mushroom heads.
- Do not leave tools lying around where they can cause someone to trip or stumble.
- Shut off and bleed down air hose before disconnecting air tools.
- All *pneumatic* hose connections must be fastened securely by some positive means to prevent the tool from becoming disconnected.
- Safety clips or retainers must be installed on all pneumatic tools to prevent the accidental expulsion of the tool from the barrel.
- Screw or radiator hose clamps are not to be used on pneumatic hose connections.
- *Powder-actuated tools* are to be operated by trained employees. When using them, check out the area behind the target material to avoid damage or injury caused by a fastener penetrating all the way through the material. Also make sure to post signs and barricades to alert other employees when these tools are in use.

9. Confined Space Entry

Reference 1926 Subpart AA

A confined space is large enough for a person to enter but is not designed for continuous employee occupancy. It also has very limited means of entry or exit and is subject to air contamination from hazardous substances.

Examples of confined spaces:

- Bins
- Pipelines
- Boilers
- Storage tanks
- Underground Utility Vaults
- Ventilation or exhaust ducts
- Tunnels
- Manholes

For more examples of confined spaces see the confined space guidelines in the safety folder in Procore.

- Employees entering confined spaces must be trained. In addition, the employer must also train attendants and entry supervisors, so that they “acquire the understanding, knowledge, and skills necessary for the safe performance of their duties.” In addition to training employees whose duties are covered under the standard, the employer must inform exposed employees of the existence and location of the danger posed by the permit spaces.
- Where hazardous atmospheres exist or could reasonably be expected to exist such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby, the atmosphere in the excavation must be tested before employees enter excavations greater than 4 feet in depth.

- An approved method for testing, such as a gas detector, shall be used.

Do not enter a confined space until:

1. Atmospheric testing has been conducted for oxygen level, flammability and toxic materials. If space is found to be safe to enter "as is" or forced air ventilation is used to control or eliminate the hazardous atmosphere, periodic testing must be done to make sure the atmosphere is safe for entry.
2. You are provided with an appropriate retrieval device, and employees must not enter a confined space to attempt any rescue.
3. Confined space is monitored by attendant.
4. Permit is issued by the entry supervisor.
5. Emergency Medical Services are contacted to be sure they are available.
6. Appropriate equipment such as communication equipment, lighting, barriers, rescue equipment, ventilation equipment is provided.

All confined spaces shall be considered "Permit Required Confined Spaces" until atmospheric testing has taken place and the site supervisor has classified the area as a "Confined Space-Non Permit Required." (Review OSHA standard 1910.146.)

Sub-contractors entering confined spaces will fill out the MCC work permit or equivalent and have it approved before entry.

10. Electrical Safety

Reference 1926 Subpart K

- All temporary power supplies to job sites shall be protected by GFCI's (Ground Fault Circuit Interrupters) or an assured equipment grounding conductor program. These shall be tested regularly (use the MCC GFCI inspection form to document).
- All electrical work shall be done by a Licensed Electrical contractor.
- Cover or replace all missing knockouts of boxes that have live wiring.
- All overhead electrical power cables shall be at least 10 feet above ground over walking surfaces, and 12 feet above ground over roads for trucks; 18 feet over public streets, alleys roads and driveways; and 15 feet over areas subject to truck traffic.
- All areas of electrical service that may cause possible danger shall be labeled with a warning sign as to the extent of the hazard.
- If the drop cord ground pin is bent or missing, the cord shall be removed from service and replaced or repaired.
- Never string drop cords where they may become a tripping hazard or across a sharp edge or object or where they could be subject to vehicle traffic.
- If a drop cord is used from a non-GFCI source a portable GFCI must be in the system
- Drop cords used from a generator greater than 5,000 kW that does not have a built in GFCI shall use a portable GFCI in connection with the drop cord and generator.
- Power tools shall be inspected for defects (cuts, frays, etc) before each daily use.

- NO DIRECT WIRING into panels.
- Temporary lighting below 8 feet from floor must have protective covers and be kept up to keep it from becoming a hazard.
- Cords shall not be a tripping hazard in aisles

11. Lockout/Tagout (LOTO) Procedures

Reference 1926 Subpart K

- Use LOTO only after receiving training.
- Never just pull a plug or a fuse or flick OFF a switch when LOTO is required.
- After LOTO, test to be sure of energy isolation.
- Place lock personally and remove personally; never rely on others' LOTO device for your personal safety.
- Do not attempt to remove someone else's tag or lock or use tagged out equipment.
- Remove your lock/tag only after your relief person has installed his/hers.
- Controls that are to be deactivated during the course of work on energized equipment or circuits shall be tagged as to "being repaired" and "Do not operate".
- Equipment or circuits that are de-energized shall be rendered inoperative and shall have locks and tags attached at all points where such equipment or circuits can be energized.
- Tags shall be placed to identify plainly the equipment or circuits being worked on.
- All vehicles that are being serviced shall bear the name of the technician, title and reason for equipment being locked out.

12. Scaffolds Reference

1926Subpart L

- Scaffold shall be erected and dismantled by a Competent and/or Qualified person trained in proper erection and dismantling procedures.
- Scaffolds must be braced, plumb and built on a solid base.
- A *competent person* is required to determine the feasibility and safety of providing fall protection and safe access for scaffold erectors and dismantlers.
- Each platform on all working levels of scaffolds shall be fully planked or decked between the front uprights and the guardrails.
- Each scaffold walkway shall be at least 18 inches wide unless employer can demonstrate areas are so narrow that platforms and walkways cannot be at least 18 inches wide, such platforms and walkways shall be as wide as feasible, and workers shall be protected by guardrails.
- Ramps and walkways 6 feet or more above lower levels shall have guardrails systems which comply with 29CFR 1926 subpart M-Fall Protection.
- Makeshift devices such as but not limited to boxes and barrels shall not be used on top of scaffold platforms to increase employees working level height.
- Do not use scaffold taller than *four* times its minimum base unless it is tied, guyed or braced to prevent tipping.
- Fall protection (guard rails, etc) shall be used when working at a level of 10 feet or greater.
- When *guardrail systems* are used as the primary means of fall protection the top rail height

should be 42 inches and withstand 200 lbs. of force. Midrail shall be 21 inches high and withstand 150 lbs. of force. These shall be installed on all open sides. Toe boards must be a minimum of 4 inches high.

- If impossible to install the guardrail system, use personal fall arrest systems.
- Where there is danger of tools, material, or equipment falling from a scaffold and striking employees below, protections shall be provided. Toe boards and mesh screens placed between the guardrails and toe boards should be used.
- If using rolling towers or scaffolds, make sure wheels are locked. Do not ride rolling towers while they are being moved.
- The inspection form for the type of scaffold will be used.
- Aerial Lifts should be operated and inspected daily by authorized persons only. A body harness shall be worn and a lanyard attached to the boom or basket. The lanyard will not have a shock absorber and be 6 or 8 feet.
- Watch for overhead lines and inspect job site for hazards that may cause the lift to tip over.
- The aerial lift inspection form must be used by the company using the lift. The same requirements apply to scissors lifts.

13. Fall Protection

Within Subpart M

Workers on walking/working surfaces with unprotected sides or edges six feet or higher above a lower level must be protected from falling by the use of guardrails, nets or fall arrest systems.

- Workers constructing or working near leading edges, on the face of form work, reinforcing steel, brick laying, etc. at six feet or higher above a lower level must be protected from falls by guardrails, nets or fall arrest systems.
- Roofers on roofs with unprotected sides and edges six feet or more above the lower levels must be protected from falls by guardrails, nets, personal fall arrest systems or any of the following combinations:
 - Warning lines and guardrails
 - Warning lines and safety nets
 - Warning lines and personal fall arrest systems
 - Warning lines and Safety monitoring
- Roofers on roofs 50 feet or less in width will be protected. No safety monitoring will be used.
- Workers on the edges of excavations deeper than six feet must be protected from falling by guardrails, fences or barricades when excavations are not easily visible.
- Workers shall be protected when working above dangerous equipment by guardrails, machine guards, personal fall arrest systems or nets.
- All floor openings shall be guarded by either a cover or guardrail.
 - A)** A cover shall be capable of supporting 2X the Intended load, labeled and secured.
 - B)** A guardrail system around the opening that has a top-rail and mid-rail. See scaffold section for specifics on guardrail systems.

- Employees exposed to a fall of 6 feet or greater must be protected by a personal fall arrest system, or guard rail system. This system consists of a full body harness, connectors and an anchor point capable of supporting 5000 lbs. This system may include a lanyard, deceleration device, lifeline or a combination of these. **Do not tie off to a scaffold.**
- Safety harnesses shall bear the load capacity tag and are to be inspected for damage before use.
- No knots or kinks in lanyard or harness.
- All fall protection shall be taken out of service when subjected to a fall by an employee, unless inspected and passed by a competent person.
- Always be aware and look for potential obstructions that may be in the path of your fall. Remember to take into consideration the length of your lanyard. Try and keep your lanyard as short as possible.
- Your anchor point should be as high as possible, preferably above your head.

14. Heavy Equipment

Reference 1926 Subpart N, O, W, and CC

- Only trained, qualified and in some cases certified operators are allowed to run equipment.
- Use three-point contact getting on and off machinery. Never jump.
- Equipment operators who operate equipment with rollover protection systems shall wear the seat belts provided at all times.
- All machines, vehicles and equipment with an obstructed view to the rear must have a back up alarm or an observer signaling that it is safe to back up.
- All heavy equipment shall be thoroughly checked for mechanical failure before it is assigned to a job. *All Operators* shall complete a daily log listing any problems with the machinery and forward a copy to their supervisor.
- Equipment shall be greased and necessary maintenance shall be performed in accordance with the manufacturer's specifications and recommendations.
- Operators shall not start or operate equipment while personnel are oiling or adjusting the machinery.
- When machine is idle or parked, lower the blade, bucket or forks. Travel with buckets, forks, etc. as low as possible. Secure outriggers and any other attachments before heading out on the road.
- Use wheel chocks or other positive stops when the machine is parked on slopes. Never rely solely on brakes. Leave transmission in low gear or reverse to prevent creep. Take keys out of ignition when not in use.
- Booms, hoisting engines, hooks, shackles and cable should be inspected daily and replacements or repairs made before usage.
- Crane hand signals shall be posted on all cranes. Overloading of any cable or rigging will not be permitted.
- All cranes shall have a safety swing radius barricade around each counterweight.
- Riding on hooks, lines or chain of any derrick, backhoe, crane or other lifting device will not be permitted.

- When working near electrical lines, either overhead or underground, power should be disconnected whenever possible. Where power cannot be disconnected, erect guards or other suitable warning signs so the equipment operator will be aware of such lines.
- No crane backhoe concrete pump, aerial lift etc. shall be allowed to work closer than 10 feet to power lines.
- In North Carolina, warning signs are required inside and outside all equipment that operates in the proximity of an overhead power line, stating that it is "Unlawful to Operate this Equipment Within Ten Feet of Overhead High Voltage Lines-Contact with power lines can result in death or serious burns." **Signs are available through the CAGC.**
- Avoid sharp bends or kinks in cables.
- Anti-two block boom stops shall be provided on all cranes.
- Personnel shall not be permitted to approach the cab of any piece of equipment until the operator has made eye contact with the individual.
- Motors are to be shut down during refueling operations and smoking is not allowed during fueling time.
- Bulldozer and scraper blades, front end loader buckets, dump bodies, and similar equipment must be either fully lowered or blocked when being repaired.
- Only equipment operators shall be permitted to ride on the equipment. No riding on concrete buckets, cables, or fenders of any equipment will be permitted.
- Riding in the bed of a pickup is prohibited.
- Use the correct inspection form for heavy equipment.
- Daily inspections, annual inspection and operator's qualification must be provided for any crane use.
- all employees are required to be trained on the safe swing radius of heavy equipment.

15. Trenching/Excavation

Reference 1926 Subpart P

- Every trenching and excavation operation must be completed under the supervision of a competent person.
- Call before you dig to determine the locations of any underground utilities.
- Every trench over 5 feet shall be sloped, benched or shored in accordance with OSHA standards.
- All trench excavation shall be classified as Class A, B or C type soil. Once you have classified the soil, appropriate sloping, benching or shoring shall be used to ensure the safe entrance into the trench.
- All excess spoil dirt shall be placed a minimum of 2 feet from excavation edge, for any depth.
- All trenches greater than 4 feet deep must have an escape route whether it is a ladder or an earthen ramp, within 25 feet of worker the ladder use will follow the ladder use requirements and the ramp will be made per the requirements in the subpart.
- If you are using a trench box, a ladder must be INSIDE the box at all times, also the ladder must extend a minimum of 36 inches from the top of the box, and must be tied off.
- An excavation must be inspected by a competent person daily prior to entry and after any event that may increase the hazard of a cave in. The inspection should be documented

- Excavations left open overnight or during lunch breaks shall be reanalyzed by the *competent person* reclassifying soil and appropriate measures used for safe entrance.
- Excavations left open shall also be guarded by a safety barricade.

Every excavation over 20 feet shall have a registered professional engineer to design the sloping, shoring or benching system required.

16. Concrete and Masonry

Reference 1926 Subpart Q

Be aware of physical hazards of site preparation:

- Excavations, loose/slippery soil, exposed forms.
- Exposed re-bar must be protected by “mushroom” caps if at same level of worker and with 2x4 “troths” if there is a possible impalement hazard to workers performing jobs above as a measure to coincide with their fall protection plan.
- Forms construction. Use all trenching safety measures.
- Concrete moving on the site:
 - “Flying” Observe safety rules of rigging.
 - Stay out from under the load.
 - “Pumping” Use long handles to control snorkel without falling into excavation.
 - “Buggy” Follow a designated clear path. Use caution.
- No employees shall be permitted to ride concrete buckets
- Forms removal brings exposure to wood splinters and nails.
- Use PPE.
- Stack form wood neatly in a designated location.
- If working with wet concrete wear goggles and gloves to protect eyes and skin
- Do not expect new work to be cured and have the proper strength.
- A limited access zone shall be established whenever a masonry wall is being constructed.
- All masonry walls over eight feet shall be adequately braced to prevent overturning and collapse until permanent supporting elements of their structure are in place.

17. Explosives and Blasting (Storage and Handling):

Within Subpart U

- Only qualified individuals shall handle, store, load, transport and shoot explosives.
- All explosives shall be stored in accordance with OSHA, state and Federal Regulations.
- In areas which accommodate vehicular traffic, signs shall be erected 1000 feet from the blasting site, warning of the blast area and stating that mobile transmitters are cut off.
- Explosives transported in the same vehicle with detonators provided they are in separate “Day Boxes” and secured to the vehicle they are being transported in.
- The person transporting the explosives shall have a class “A” CDL license with the Hazardous Materials endorsement.
- All explosives shall be transported in a DOT approved vehicle for that purpose.
- Approved type Dynamite “Magazines” shall be used for the storage of explosives on jobs.

- All Magazines shall have 5 tumbler locks.
- A daily inventory log shall be kept in the magazine and sent to the office at the week's end.
- A Blasters log shall be kept of all shots fired for that given day. All information shall be filled in appropriately and signed by the designated person.
- All blasting sites shall be secured as to prevent someone entering the blasting zone.
- Appropriate warning signals shall be used before any shot is fired.
- All magazines shall have grass and debris within a 25 foot radius cleared as to prevent spread of fire to magazine.

18. Ladders Reference

1926 Subpart X

- Never stand on the top of two rungs of a step ladder, or the top three of an extension ladder to work from the ladder
- Ladders must be set up on a firm and level surface.
- Keep ladder landing free of trip hazards.
- All ladders used for access to working areas shall extend at least 36 inches above the landing area.
- Ladder feet shall be approximately $\frac{1}{4}$ of the ladder height away from the support structure (i.e., ladder twelve feet high against a wall should have its base three feet away from the wall).
- Ladders shall be secured to prevent tipping over.
- Portable metal or conductive ladders shall not be used near energized lines or equipment.
- Ladders with bent or missing rungs or side rails shall be placed "Out of Service" until repaired or replaced with a new ladder.
- Never climb a ladder with an object in your hands. For safety you need to have three-point contact when climbing and descending.
- Objects & materials shall be hoisted/lowered to upper/lower roof with a rope or by other means.
- Ladders shall be inspected by a competent person for visible defects on a periodic basis and after any occurrence that could affect their safe use.

19. Motor Vehicle Safety

- Seat belts will be worn at all times.
- The driver is responsible for the safety of passengers and cargo stability.
- Obey all speed limit and traffic signs.
- Motors must be shut off during re-fueling.
- Personnel must not ride in the bed of any truck.
- A flagman should direct the backing of a vehicle in congested areas.
- Only licensed and authorized drivers will be allowed to operate company vehicles.
- Cab areas should be free and clear of all cans, bottles and other debris that could become lodged under control pedals.

IMPORTANT PHONE NUMBERS

COMPANY _____

SUPERVISOR _____

FIRE CO. _____

RESCUE CO. _____

POLICE _____

SAFETY OFFICE _____

NC-OSHA 800-NCLABOR
EDUCATION AND TRAINING
CONSULTATIVE SERVICES
STANDARD INTERPRETATION & TECH. SERVICES

SC-OSHA 803-896-7665
EDUCATION AND TRAINING
CONSULTATIVE SERVICES
STANDARD INTERPRETATION & TECH. SERVICES

WRITTEN HAZARD COMMUNICATION PROGRAM

General Information:

In order to comply with the Occupational Safety and Health standard on hazard communication, paragraph e, Section 1910.1200, the following written Hazard Communication Program has been established for Monteith Construction Company. All divisions and sections of the company are included within the program. The written program will be available in PROCORE (online in Safety Folder) or a printed version on job sites for review by any interested employee.

Monteith Construction Company will meet the requirements of this regulation as follows:

1. Container Labeling:

Site superintendent (or person designated by them) and safety officer will verify that all containers received for use will be provided with:

- a. Product identifier
- b. Signal word
- c. Hazard statement(s)
- d. Pictogram(s)
- e. Precautionary statement(s)
- f. Name, address, and telephone number of the chemical manufacturer, importer, or other responsible party

2. Solid Material Labeling

Site superintendent (or person designated by them) and safety officer will verify that all solid materials not exempted due to their downstream use; were delivered with a label or received the label prior to the initial shipment and need not be included in subsequent shipments unless information on the label changes.

Site superintendent (or person designated by them) at each work site will ensure that all secondary containers are labeled with either an extra copy of the original manufacturer's label or with our company's own labels which have: product identifier, words, pictures, symbols or combination thereof, which provide at least general information regarding the hazards of the chemicals. For help with labeling contact the safety officer.

3. Safety Data Sheets (SDS)

Copies of the SDSs for all hazardous chemicals to which employees of this Company may be exposed will be in PROCORE (online in Safety Folder) and printed version on the job site. SDSs will be available to all employees in their work area for review during each work shift. If SDSs are not immediately available or new chemicals in use do not have an SDS, please immediately contact one of the safety officers.

4. Employee Training and Information

As soon as possible when starting work each new employee of Monteith Construction Company will attend a safety and health orientation and will receive during that, information and training on the Hazard Communication Program:

- a. An overview of the requirements contained in the Hazard Communication standard, Section 1910.1200.
- b. Chemicals present in the workplace operations.
- c. Location and availability of our written hazard communication program, including our list of hazardous chemicals, and Safety data sheets.
- d. Safety emergency procedures to follow if they are exposed to these chemicals.
- e. How to read labels on shipped containers, as well as workplace labeling systems and review SDSs format and how to obtain appropriate hazard information.

After attending the training class, the employee's name will be logged into the log of orientation training.

Prior to a new hazardous chemical being introduced into any section of this company, each employee of that section will be given information as outlined above. Safety officer is responsible for ensuring that SDSs on the new chemical(s) are available.

5. List of Hazardous Chemicals

The attached list of Safety Data sheets will be keep updated. Any hazardous chemical only used on a specific job site will be only listed for that job in the list for that site.

6. Hazardous Non-routine Tasks

Occasionally, employees are required to perform hazardous non-routine tasks. Prior to starting work on such given projects, each affected employee will be given information by their supervisor about hazardous chemicals to which they may be exposed during such activity.

This information will include:

- a.** Specific chemical hazards
- b.** Protective/safety measures the employee can take
- c.** Measures the company has taken to lessen the hazards including ventilation, respirators, presence of another employee, and emergency procedures.

7. Informing Contractors

It is the responsibility of Site Superintendent (or person designated by him) to provide contractors (with employees) the following information:

- a.** SDSs for hazardous chemicals to which they may be exposed while on the work site.
- b.** Precautions the employees may take to lessen the possibility of exposure by usage of appropriate protective measures.
- c.** The labeling system used in the work place.
- d.** Ask the contractor for a list and SDS's for any materials they will bring on site.

This is to acknowledge that I have received my copy of the Monteith Construction Corp. Safety Manual and an orientation on its contents as well as other company safety rules & regulations.

I understand that in working with Monteith Construction Corp., I am expected to abide by these safety rules & regulations as well as any additional safety rules that may be communicated to me.

Name (please print): _____

Signed: _____

Date: _____ **Trade:** _____

This is to acknowledge that I have delivered a safety manual to the individual whose signature appears above. It is the responsibility of this employee to read and abide by this safety manual.

Name (please print): _____

Signed: _____

Monteith Construction Corp. _____

Date: _____

(This receipt page is to be removed and retained in employee's personnel file.)



****All Payment Applications Are Due No Later than the 20th of Each Month****

****All Payment Applications Must be Submitted in the Kiosk****

Link to Spectrum Login:

<https://monteithco.dexterchaney.com/pages/index.jsp>

Original copies of payment application documents are not required.

DOCUMENT CHECKLIST

- | | |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <input type="checkbox"/> Payment Application and Certification Form
Required – <i>Must be notarized</i> | Sample Included |
| <input type="checkbox"/> Payment Application Continuation Sheet(s) – SOV
Required | Sample Included |
| <input type="checkbox"/> Partial Waiver for Requested Payment Amount
Required – <i>Must be notarized</i> | Sample Included |
| <input type="checkbox"/> 2 nd Tier Subcontractor and Supplier Form
Required | Sample Included |
| <input type="checkbox"/> Lower Tier Subcontractor/Supplier Conditional Release
Required after 1st billing | Sample Included |
| <input type="checkbox"/> Certificate of Insurance
Required | Sample Included |
| <input type="checkbox"/> Sales Tax Form
Required – <i>Must be notarized</i> | Sample Included |
| <input type="checkbox"/> Copies of Invoices Listed on Sales Tax Form
<i>If applicable</i> | |
| <input type="checkbox"/> Subcontractor Minority Business Enterprise Report
<i>If applicable</i> | Sample Included |
| <input type="checkbox"/> 2 nd Tier Minority Business Enterprise Report
<i>If applicable</i> | Sample Included |

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Monteith Construction Corp
 208 Princess St
 Wilmington, NC 28401

PROJECT: **New Building**

APPLICATION NO: **1**

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: **1.1.18**

FROM CONTRACTOR:
XYZ Contractors
123 Address
City, State Zip

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

1. ORIGINAL CONTRACT SUM	\$	102,570.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	102,570.00
4. TOTAL COMPLETED & STORED TO DATE	\$	9,750.00
5. RETAINAGE:		
a. 5 % of Completed Work	\$	487.50
(Column D + E)		
b. % of Stored Material	\$	
(Column F)		
Total Retainage (Lines 5a + 5b or		
(Total in Column I)	\$	487.50
6. TOTAL EARNED LESS RETAINAGE	\$	9,262.50
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	9,262.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	93,307.50
(Line 3 less Line 6)		

CONTRACTOR:

By: Date:

State of: County 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	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 1/19/2015

PERIOD TO: 1/31/2015

ARCHITECT'S PROJECT NO:

[illegible]

A CERTIFICATE OF INSURANCE IS REQUIRED IF YOU ARE BILLING FOR STORED MATERIALS - COLUMN F OF THIS WORKSHEET
ALL SCHEDULES OF VALUES MUST INCLUDE A "CLEAN UP" LINE ITEM AND "CLOSE OUT" LINE ITEM



MONTEITH CONSTRUCTION CORP.

208 Princess Street
Wilmington NC 28401
910-791-8101
monteithco.com

PARTIAL WAIVER/RELEASE OF LIEN, AFFIDAVIT & INDEMNITY

IN CONSIDERATION of payment to it of \$_____, the undersigned hereby waives and releases, upon its receipt of such payment, and except for claims or rights of lien for work performed for which payment is being retained or for which payment has not been made – all lien rights it has resulting from or arising out of its furnishing of labor and/or materials for the improvement of the _____.

THE UNDERSIGNED HEREBY CERTIFIES that it has paid in full all debts, obligations and liabilities due from it to all parties (including without limitation, those for labor, materials, equipment and/or services, and for all local, State and Federal taxes and charges, and any damages to others) which have been incurred by the undersigned, or which have been claimed by others to have been incurred by the undersigned, or which have arisen in connection with said Work by the undersigned.

THE UNDERSIGNED SHALL INDEMNIFY AND HOLD HARMLESS, OWNER, MONTEITH CONSTRUCTION CORP., ITS OFFICERS, DIRECTORS, SUCCESSORS, ADMINISTRATORS, ASSIGNS, INSURERS, EMPLOYEES AND AGENTS, ("Indemnities") from and against any and all losses, costs, damages and expenses, including without limitation attorneys' fees, which any or all of said Indemnities may incur or become liable for as a result of any lien or bond claim arising out of or in connection with the said Work performed on or for the Project by or on behalf of the undersigned.

IN WITNESS WHEREOF, this instrument has been executed on behalf of the undersigned under its seal by its duly authorized representative, this _____ day of _____, 20_____.

Company Name: _____

Representative Name: _____

Representative Title: _____

SWORN TO AND SUBSCRIBED before me this the _____ day of _____, 20_____.

_____.

Notary Public for the State of _____.

My Commission Expires:_____.

Final Waiver and Release of Claim by Furnisher of Materials/Services to Subcontractor

The undersigned _____ (Supplier Company name) has under an agreement with _____(subcontractor company name)_furnished certain materials, equipment, services, or labor in connection with the construction of _____ (**Project name**)_which is being built for ____(Owner)Pursuant to the Owner's agreement with Monteith Construction Corp ("Contractor"). Furnisher hereby represents, warrants, and acknowledges to General Contractor that, unless specifically noted below, Furnisher has been paid in full all amounts due and owed to it by Subcontractor as of _____ ("Current Date") arising out of or in connection with its furnishing of materials, equipment, services, or labor in connection with Subcontractor's work on the project.

Exceptions as follows:

(If no exception entry or "none" is entered above, Furnisher shall be deemed not to have reserved any claim.)

Furnisher further represents that all employees, laborers, material suppliers, and subcontractors employed by Furnisher in connection with the Project and all bills incurred through the Current Date for materials, equipment, services, or labor provided by to Furnisher in connection with construction of improvements for the Project have been fully paid and that no obligations, legal, equitable, or otherwise, are owed by Furnisher in connection with its work on the Project. With respect to these representations and warranties, Furnisher does hereby agree to indemnify and hold harmless Contractor, its payment and performance bond surety, if any, the Owner, and any others claiming by or through them, from any and all claims, damages, losses, expenses, and the like incurred by reason of any claim that Furnisher has not fully paid for all materials, equipment, services, labor, or other expenses incurred in connection with its work on the Project, including reasonable attorneys' fees, court or arbitration costs, and expert witness and consultant fees expended in connection with the defense of any such indemnified claim.

Except as specifically noted above, furnisher does hereby waive, release, and relinquish any and all claims, damages, losses, expenses, and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which Furnisher has now, or may have had, against Contractor, its payment and performance bond surety, if any, the Owner, or the Owner's property arising out of its furnishing of materials, equipment, services, or labor to Subcontractor in connection with the Project through the Current Date. Furthermore, Furnisher understands and acknowledges that Contractor is relying upon the representation made herein as a material inducement for Contractor to make future payments to Subcontractor as the same may become due.

Furnisher hereby acknowledges that it is giving the forgoing Waiver and Release, and making the forgoing representations and warranties, for the purpose of inducing Contractor to make payments to Furnisher, Subcontractor, or other third parties to which Furnisher desires payments to be made. In consideration for the payments made by Contractor in reliance on Furnisher's agreements contained herein, Furnisher assigns to Contractor all right, title, and interest which it has or may have in any claim it may have against Subcontractor arising on the Project prior to the Current Date and agrees that Contractor may take action it deems necessary to collect such claim against Subcontractor.

This Waiver and Release is freely and voluntarily given and the undersigned acknowledges, warrants, and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release, and that it has voluntarily chosen to accept the terms and conditions of this Waiver and Release in return for the consideration recited above.

IN WITNESS WHEREOF, on behalf of the undersigned, with full authority, I have executed this instrument under seal effective this _____ day of _____, _____.

SUBCONTRACTOR/SUPPLIER

_____(Printed supplier company name)

By: _____ (Seal)

Typed: _____

Title: _____

STATE OF:

COUNTY OF:

Sworn to and subscribed before me this _____ day of

_____, _____.

Notary Public

My Commission expires:



MONTEITH

WE. BUILD. RELATIONSHIPS.

FINAL WAIVER/RELEASE OF LIEN, AFFIDAVIT & INDEMNITY

IN CONSIDERATION of final payment to it of \$_____, the undersigned hereby waives and releases, upon its receipt of such payment, any and all rights to claims, including but, not limited to, lien and bond claim rights it has or may hereafter have resulting from or arising out of its furnishing of labor and/or materials ("Work") to or for the improvement of the following project_____.

THE UNDERSIGNED HEREBY CERTIFIES that it has paid in full all debts, obligations and liabilities due from it to all parties (including without limitation, those for labor, materials, equipment and/or services, and for all local, State and Federal taxes and charges, and any damages to others) which have been incurred by the undersigned, or which have been claimed by others to have been incurred by the undersigned, or which have arisen in connection with said Work by the undersigned.

THE UNDERSIGNED SHALL INDEMNIFY AND HOLD HARMLESS MONTEITH CONSTRUCTION CORP., ITS OFFICERS, DIRECTORS, SUCCESSORS, ADMINISTRATORS, ASSIGNS, INSURERS, EMPLOYEES AND AGENTS, ("Indemnitees") from and against any and all losses, costs, damages and expenses, including without limitation attorneys' fees, which any or all of said Indemnitees may incur or become liable for as a result of any lien or bond claim arising out of or in connection with the said Work performed on or for the Project by or on behalf of the undersigned.

IN WITNESS WHEREOF, this instrument has been executed on behalf of the undersigned under its seal by its duly authorized representative, this _____ day of _____, _____.

Company Name

By: _____

Title: _____

SWORN TO AND SUBSCRIBED before me this the _____ day of _____, _____.

Notary Public for the State of _____

My Commission Expires: _____



2nd Tier Subcontractor and
Supplier Form

2nd Tier Subcontractor	Accounting Contact Name	Phone #	Fax #	Email Address	Contract Value	MBE?
N/A						
Suppliers	Accounting Contact Name	Phone #	Fax #	Email Address	Contract Value	MBE?
Builders Supply	Sally Sample	555-555-5555	555-555-5555	sally@samplecompany.com	\$10,000	F

- Please issue a joint check agreement for EVERY Subcontractor & Supplier listed. Joint Check Agreement Form is attached.
- Please list all 2nd Tier Subcontractors and Suppliers that will be used on this job. This includes labor, equipment and material.
- Submit a Certificate of Insurance for any 2nd Tier Subtrade that will be working onsite.
- This form must be completed in its entirety and returned with your signed contract to Monteith Construction.
- No payment application will be processed until this form has been received.

Lower Tier Subcontractor/Supplier Partial Conditional Release of Claim

TO: Monteith Construction

FROM: _____
Subcontractor or Supplier

PROJECT: _____

LOCATION: _____

The undersigned being duly sworn certifies that he/she is the _____ (Title) of (Lower tier Subcontractor/Supplier) _____, hereinafter referred to as the "Company", a party to a contract with _____ (First tier contracted with MONTEITH CONSTRUCTION CORP. Inc.) on the above named project for the supply/installation of _____ (Description of Scope of Work).

The Undersigned affirms that for the above named Project, the above named Subcontractor:

- A. Has charged \$ _____ total to this account for this project (Line A = Line B + Line C + Line D)
B. Has paid \$ _____ to this account for this project
C. Owes \$ _____ for payment this month which is current
D. Owes \$ _____ which is over 30 days past invoice date
E. Owes \$ _____ which is over 60 days past invoice date

Invoice numbers and/or any exceptions associated with the above listings are as follows:

I do hereby certify that all persons, firms or corporations, without limitation, who have performed work, rendered services, provided labor, materials, equipment, supplies or any other items used by the company in connection with the project have been paid as indicated in the above breakdown and that other than those exceptions listed, there is no entitlement by the company's employees, subcontractors, material suppliers, or service providers to a lien against the owner, its premises or property, or claim against MONTEITH CONSTRUCTION CORP. or any funds owed to MONTEITH CONSTRUCTION CORP. on account of the project.

I further certify that all of the foregoing work has been properly provided, and if applicable, installed in accordance with the contract documents governing the project, and in accordance with all authorities having jurisdiction over said project.

I further certify that all workers compensation, social security, unemployment insurance and other insurance, and all federal, state and local taxes or fees have been paid in full to date; and that a proper reserve has been set up for those taxes or premiums which have been incurred but are not yet due.

I further certify that the company is complying with all applicable federal, state and local laws with respect to the requirements of this project.

In full agreement conditioned only by the above, I affix my signature this ____ day of _____, 20____.

By: _____ (Signature, title)

Printed name: _____

I, _____, a notary public for _____ county, _____, do hereby certify that _____ personally appeared before me and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal on this _____ day of _____, 20____.

(Seal) _____ (Printed name)

My commission expires on _____.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Month/Date/Year

PRODUCER Insurnce Agent/Broker Name Insurnce Agent/Broker Street Address or P.O. Box Insurnce Agent/Broker City, State & Zip Code Contact & Phone Number	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Vendor Name Vendor Street Address or P.O. Box Vendor City, State & Zip Code	INSURER A: Name of Insurance Company	Enter NAIC#
	INSURER B: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER C: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER D: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER E: Name of Insurance Company (if applicable)	Enter NAIC#

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$N/A
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
							\$
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/>	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> _____	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	AUTO ONLY - EA ACCIDENT	\$1,000,000
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A	<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$Enter Amount	Enter Policy # (if required)	Enter Effective Date	Enter Expiration Date	EACH OCCURENCE	\$Enter Limit
						AGGREGATE	\$Enter Limit
							\$
							\$
							\$
A	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
	<input type="checkbox"/>	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Insert Contract or Purchase Order # (Job Description, if Applicable)

IF BILLING FOR STORED MATERIAL (The owner, Union County, must be listed as additional insured, Description should include – material description, dollar value, physical address where it is stored and must be a bonded warehouse)

CERTIFICATE HOLDER

Monteith Construction
208 Princess Street
Wilmington, NC 28401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

APPENDIX B
CONTRACTOR'S SALES TAX REPORT
N.C. STATE & LOCAL SALES TAXES PAID

OWNER: New Project Owner
CONTRACTOR: Monteith Construction
ADDRESS: 208 Princess St., Wilmington, NC 28403

PROJECT: New Building Project
FOR PERIOD: 1/1/2018
TO: 1/30/2018

VENDOR	MATERIAL PURCHASED	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	N.C. TAX	COUNTY TAX	TOTAL TAX	NAME OF COUNTY
Builder Supply	Screw Bit	1110XXX	01/23/2017	401.89	19.09	9.04	28.13	New Hanover
Builder Supply	Hammer Chisel	12345XXX	01/05/2017	678.95	32.25	15.28	47.53	New Hanover
				Total	\$1,080.84	\$51.34	\$24.32	\$75.66

I hereby certify that, during the period stated above, North Carolina sales and use taxes were paid as listed above, with respect to building materials, supplies, fixtures, and equipment which have become a part of, or are to be used in, building or structure erected, altered or repaired for the above referenced location, and that the vendors from whom the property was purchased, the dates and number of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina sales and use taxes paid thereon, and the cost of property withdrawn from warehouse stock and North Carolina sales or use taxes paid thereon are as set forth above.

Sworn to and Subscribed before me this _____ day of _____, 20____.

Notary Public

My Commission expires _____.

By: _____

Title: _____



Subcontractor MBE Report

Subcontractor Name: _____

Monteith Construction Corp Project: _____

If Minority Business Enterprise (MBE) Check Classification Type:

☐ African American

☐ Native American

☐ Asian

☐ Hispanic

☐ Women's Business Enterprise

☐ Disadvantaged

☐ Small Business

Contract Value: _____

Gross Billing (Before Retainage): _____

Gross Billing to Date: _____

Contact Information

Contact Name: _____

Contact Email: _____

Contact Phone: _____

M O N T E I T H
CONSTRUCTION CORP



2nd Tier Subcontractor Report

Subcontractor Name: _____

2nd Tier Subcontractor/Supplier: _____
(If Applicable)

Monteith Construction Corp Project: _____

If Minority Business Enterprise (MBE) Check Classification Type:

☐ African American

☐ Native American

☐ Asian

☐ Hispanic

☐ Women's Business Enterprise

☐ Disadvantaged

☐ Small Business

Contract Value: _____

Gross Billing (Before Retainage): _____

Gross Billing to Date: _____

2nd Tier Subcontractor/Supplier Contact Information

Contact Name: _____

Contact Email: _____

Contact Phone: _____

M O N T E I T H
CONSTRUCTION CORP



Town of Surf City
Municipal Complex
Surf City, North Carolina

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ALL TRADES TO REVIEW – ALLOWANCES, UNIT PRICES, ALTERNATES

ALLOWANCES

None defined at this time.

UNIT PRICES

None defined at this time.

ALTERNATES

None defined at this time.

PREFERRED BRAND ALTERNATES

Alternate #1: N/A

Alternate #2: N/A



Bid Package #BP 03 Concrete

Division 00 Procurement and Contracting Requirements (As Pertains)

Division 01 General Requirements (As Pertains)

032000 Concrete Reinforcing

033000 Cast-In-Place Concrete

313116 Termite Control

Description of Work

The following information is provided to define and describe the scope of work required of the successful Bidder and is intended to be complementary with the requirements of all other Contract Documents.

The scope of the work shall include, but not necessarily be limited to, providing the following:

CONCRETE

1. Provide all foundations, building footings, grade beams, slab on grade, ramps for interior and exterior, fine grading, mesh or rebar reinforcing steel, finishing, concrete distribution, curing, column block outs, column infills, control/construction joints and forming for a complete installation of this scope of work.
2. This subcontractor is responsible for the generator slab on grade and foundations as well as the shed slab on grade and foundations.
3. This subcontractor is responsible for all raised slabs in plans and all recessed plans for mobile shelving units.
4. This subcontractor is responsible for the removal of water from any of their excavations.
5. Provide coordination with architectural, structural, and PME trades for all penetrations.
6. Provide all excavating, digging, backfill and spoil removal as required.
7. Provide all reinforcing required per drawings.
8. Provide all vapor barrier as required per drawings.
9. Verify proper grade. Grade will be provided within 1/10" and it will be this subcontractor's responsibility to establish final grade.
10. Supply and Install anchor rods as required by contract documents complete with layout coordination
11. Provide termite control at slab and footings.
12. Provide concrete including all necessary admixtures and additives in compliance with specification and hot weather and cold weather concrete procedures including, but not



limited to water reducing admixture, hot water, cold water, ice, retardant, super-plasticizer, air entrainment, fly ash, etc.

13. Furnish all vertical protective rebar caps on all reinforcing dowels and turn over to project. Provide (100) additional reinforcing caps for caps anticipated to be lost/damaged during the construction.
14. Prior to construction, if the reinforcing is indicated as embedded in the concrete. Straighten and/or properly align this reinforcing as required for masonry installation and proper fit inside the masonry systems.
15. Include necessary mobilizations and material and equipment (pump, transport, light towers, etc.) locations as required to facilitate construction progress and/or as directed by Construction Manager
16. Set all anchor bolts as indicated, bolts provided by others, include for grouting baseplates.
17. Wash out all concrete materials in concrete washout location.
Maintain washout as needed for removal of concrete materials. Remove all concrete rubble generated by this scope from the site.
18. Stockpile all foundations spoils to central location.
19. Provide expansion and control joints within this work.
20. Provide all tools, equipment, hoisting, lifting, etc. as required to perform the work under this bid package:
 - a. Erection, dismantle, maintenance, and inspections are included.
 - b. Maintenance and inspection requirements remain the responsibility of this Bid Package for the entire duration.
 - c. Areas will be brought to required subgrades as indicated on the Contract Documents by the Earthwork, Site Utilities, and Site Improvements Subcontractor. Any other required sub-grade preparations to place concrete are the responsibility of this Bid Package.
21. This subcontractor is responsible for backfill against interior and exterior walls as required.
22. Provide the installation of bollards and bollard fill.
23. Include insulation at slab edge.
24. Subcontractor will receive the embeds for the filing system, set in place, and pour to them.
Coordinate with the vendor for specific installation instructions.

GENERAL

1. Supply attic stock as required per specifications.
2. Provide samples and mock-ups as required.
3. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.



4. Clean-up all debris created by this Subcontractor on a daily basis. If this subcontractor fails to do so, the Owner and the Construction Manager reserves the right to hire a cleaning company to clean these areas at this Subcontractor's expense.
5. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within sixty (60) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
6. Multiple mobilizations may be required to perform this scope of work and all costs to perform the work in accordance with the Project Schedule are included.
7. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
8. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
9. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
10. The Owner will employ an independent testing agency (ITA) to perform all testing and inspection services required. This Subcontractor will be required to cooperate with ITA during all inspections. This Subcontractor will be responsible to notify the Construction Manager twenty-four (24) hours in advance of any required inspections. The Construction Manager will be responsible for scheduling all inspections. All results are to be reported in a field report issued by the ITA to the Construction Manager for distribution to this Subcontractor, the A/E, the Owner, and the Building Inspector.
11. Must follow Monteith Construction's Waste Management Policy.
12. Subcontractor shall grout all base plates for the structural steel columns.

SPECIAL CONDITIONS

1. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other additional requirements under this Bid Package.
2. Include expected durations for delivery and installation of this scope of work.
3. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.



SAFETY

1. Subcontractors and their lower tier subcontractors will be required to comply with Temporary Facilities and Controls, all applicable OSHA standards, and other local, state, and federal regulations. The more stringent of these will apply.
2. This Subcontractor is fully responsible and accountable for safely performing this Bid Packages scope of work. The following items are typical safety requirements that shall be included in the scope of work, but is not intended to exclude any safety related item that may be required: personal protective equipment, fall arrest systems, fall protection barricades, scaffolding and ladder safety, lift safety, electrical safety, hoist way and machine room safety, material handling and equipment safety, proper tool use training, hazardous material safety, etc. and other required safety provisions.
3. All scaffolding, erection, dismantling, access and use of scaffolding are to be in full compliance with local and state regulations
4. Provide all traffic control (barricades, fences, flagmen, temporary signage, etc.) as required by the Town of Surf City, NCDOT, etc. to complete all work under this Bid Package.
5. Subcontractor is responsible to comply with Monteith Construction Safety Manual. Items include, but are not limited to the follow:
 - a. New employee training
 - b. Weekly toolbox talks
 - c. Task specific training
 - d. Drug and alcohol screening
 - e. Background checks
 - f. Injury management
6. This contractor to provide all drinking water for employees.



Town of Surf City
Municipal Complex
Surf City, North Carolina

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Revision: 0

Bid Package #BP 06 Framing

Division 00 Procurement and Contracting Requirements (As Pertains)

Division 01 General Requirements (As Pertains)

061000 Rough Carpentry

061600 Sheathing

061753 Shop Fabricated Wood Trusses

072100 Thermal Insulation (As Pertains – Header Insulation)

Description of Work

The following information is provided to define and describe the scope of work required of the successful Bidder and is intended to be complementary with the requirements of all other Contract Documents.

The scope of the work shall include, but not necessarily be limited to, providing the following:

FRAMING

1. Supply all loose materials, and labor for rough wood framing.
2. All wood columns and beams with proper hardware.
3. Framing for Plumbing, electrical, and mechanical systems throughout.
4. Platform framing for all equipment.
5. Provide and Set all trusses with hardware and bracing and pre-manufactured shear blocks overbuild areas and blocking for all siding, soffits, fascia, exterior canopy and porches.
6. All nails, pins, & related fastener size & placement epoxy anchors, hold downs, screw anchors, hangers, straps, clips, bolts.
7. Blocking in walls per UL design .
8. In wall blocking for millwork, trim, doors and hardware, operable walls, lockers, and accessories throughout (see divisions 6, 8, 10 thru 12).
9. Deadwood & sheetrock nailers.
10. Rooftop equipment bases and support curbs are included.
11. Temporary building enclosures at exterior openings prior to window and door installation. This includes all flashing or caulking required for building dry-in activities. Temporary enclosures to be removed by others.



12. Mold Mitigation activities of wood framing installations throughout building dry-in thru powering of HVAC systems including fungicidal coating if necessary.
13. Temporary roof felt at roof sheathing prior to installation of final roof systems. Roof Felt to be removed by roofer prior to installation of final roof systems.
14. Provide Framing and engineered roof truss shop drawings Roof Truss shop drawings in accordance with BIM requirements
15. Provide all mockups per specifications listed above and coordinate with mockup requirements of other trades.
16. Include engineering of all trusses. Submit shop drawings and calculations signed and sealed by a registered Professional Engineer in the state of North Carolina for approval by the Structural Engineer and Architect. Include fully dimensioned plans and elevations with cross sections and details depicting all component member locations, orientations, and layout. Indicate member sizes and designations, number, type, and spacing. Indicate supplemental strapping, bracing, bridging accessories, and details required for proper installation. Include details of connections which indicate screw types, quantities, locations, and any other fastener requirements.
17. Provide framing and block outs at drywall ceilings, soffits, etc for equipment located in the ceiling. Refer to Electrical Drawings for locations required.
18. Coordinate framing around work installed by other trades and existing conditions as required. Provide holes, cutouts, framing and related requirements for miscellaneous specialties, light fixtures, electrical and mechanical work, etc. as required. It is the responsibility of this Bid Package to request any required framing block-outs prior to framing walls and ceilings (access panels, lights, etc). Any re-framing required due to lack of coordination will be the responsibility of this Bid Package.
19. Include all interior blocking for plumbing, toilet accessories, toilet compartments, visual display boards, or any other items as coordinated with CM.
20. All exterior blocking included in this package.
21. The brick ties will be provided by the Masonry Subcontractor. This subcontractor is responsible for installation.
22. Provide all bracing as required for the installation of this scope of work
23. Insulation at the box beam headers will be supplied and installed by this subcontractor.
24. Installation of hollow-metal door frames provided by the Door and Hardware Subcontractor.
25. Cementitious backer boards are by the drywall subcontractor.

GENERAL

1. Supply attic stock as required per specifications.
2. Provide samples and mock-ups as required.



3. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
4. Clean-up all debris created by this Subcontractor on a daily basis. If this subcontractor fails to do so, the Owner and the Construction Manager reserves the right to hire a cleaning company to clean these areas at this Subcontractor's expense.
5. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within sixty (60) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
6. Multiple mobilizations may be required to perform this scope of work and all costs to perform the work in accordance with the Project Schedule are included.
7. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
8. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
9. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
10. The Owner will employ an independent testing agency (ITA) to perform all testing and inspection services required. This Subcontractor will be required to cooperate with ITA during all inspections. This Subcontractor will be responsible to notify the Construction Manager twenty-four (24) hours in advance of any required inspections. The Construction Manager will be responsible for scheduling all inspections. All results are to be reported in a field report issued by the ITA to the Construction Manager for distribution to this Subcontractor, the A/E, the Owner, and the Building Inspector.
11. Must follow Monteith Construction's Waste Management Policy.

SPECIAL CONDITIONS

1. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other additional requirements under this Bid Package.
2. Include expected durations for delivery and installation of this scope of work.
3. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.



SAFETY

1. Subcontractors and their lower tier subcontractors will be required to comply with Temporary Facilities and Controls, all applicable OSHA standards, and other local, state, and federal regulations. The more stringent of these will apply.
2. This Subcontractor is fully responsible and accountable for safely performing this Bid Packages scope of work. The following items are typical safety requirements that shall be included in the scope of work, but is not intended to exclude any safety related item that may be required: personal protective equipment, fall arrest systems, fall protection barricades, scaffolding and ladder safety, lift safety, electrical safety, hoist way and machine room safety, material handling and equipment safety, proper tool use training, hazardous material safety, etc. and other required safety provisions.
3. All scaffolding, erection, dismantling, access and use of scaffolding are to be in full compliance with local and state regulations
4. Provide all traffic control (barricades, fences, flagmen, temporary signage, etc.) as required by the Town of Surf City, NCDOT, etc. to complete all work under this Bid Package.
5. Subcontractor is responsible to comply with Monteith Construction Safety Manual. Items include, but are not limited to the follow:
 - a. New employee training
 - b. Weekly toolbox talks
 - c. Task specific training
 - d. Drug and alcohol screening
 - e. Background checks
 - f. Injury management
6. This contractor to provide all drinking water for employees.



Bid Package # 07 Roofing

Division 00 – Procurement and Contracting Requirements (As Pertains)

Division 01 General Requirements (As Pertains)

073011 Roof Underlayment

074113.16 Standing Seam Metal Roof Panels

*076200 Sheet Metal Flashing and Trim (As Pertains – Roof Flashings, Gutters,
Downspouts, Drip Edges)*

Description of Work

The following information is provided to define and describe the scope of work required of the successful Bidder and is intended to be complementary with the requirements of all other Contract Documents.

The scope of the work shall include, but not necessarily be limited to, providing the following:

ROOFING

1. This Subcontractor shall provide all roofing and sheet metal work that includes but is not limited to the following: Metal roofing system, self-adhered underlayment, roof related flashings, and gutter and downspouts to provide a complete and functional roofing system whether detailed and/or implied on the Contract Documents.
2. Provide flashing / drip edge where metal roofing meets siding on gable ends, or side wall flashings, valley flashings if necessary.
3. Provide flashing as required for other trades in contact with or penetrating roof.
4. Provide project specific flashing details for all conditions. Detail interfaces with work provided by other trades.
5. Provide warranties as described in specifications.
6. Include inspection and observation by manufacturers' representatives / inspectors as required for a proper warranty.
7. This Subcontractor shall provide all flashing, pockets, and seal all mechanical, plumbing, electrical, and other penetrations through roof so as to make all assemblies completely waterproof.



8. Roofing materials shall be distributed such that unacceptable concentrated loads on the roof structure are eliminated. Coordinate the location of materials to be placed on the roof with the Construction Manager.
9. Provide temporary roofing and weather protection as required that includes but is not limited to plywood, roofing membrane, caulking and sealants, etc. at all roof openings, curbs, etc. until permanent equipment and/or roofing system is installed to keep the building weather tight.
10. This Subcontractor is responsible for cleaning all surfaces receiving roofing materials prior to placing roofing system.
11. This Subcontractor shall prepare a written journal of any roof defects and listings of corrective action taken to remedy throughout the project until Owner acceptance.
12. This Subcontractor is responsible for keeping the roof cleaned on a continual basis during installation to prevent stains and damage and shall provide a final cleaning of the roofing system upon completion of this work.
13. This subcontractor is required to remove temporary dry in materials by framing contractor in preparation of permanent roof system installation.
14. This contractor is responsible for the specified vapor barrier in the plans.
15. Standing seam prefinished metal roofing and cap flashing. Color to be selected from Manufacturer's standard colors. Standing seam roofing shall be 1 1/2" high seams @ 12" o/c. Material shall be 24GA/.033 thick.
16. This subcontractor is responsible for the stainless-steel drip edge around the perimeter of the roof system.
17. Roof curbs and / or boots are to be supplied and installed by the mechanical, electrical, and plumbing subcontractors.
18. Remove temporary roof felt prior to starting roofing activities. Temporary roof felt is by the framing subcontractor.

GENERAL

1. Supply attic stock as required per specifications.
2. Provide samples and mock-ups as required.
3. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
4. Clean-up all debris created by this Subcontractor on a daily basis. If this subcontractor fails to do so, the Owner and the Construction Manager reserves the right to hire a cleaning company to clean these areas at this Subcontractor's expense.
5. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within sixty



(60) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.

6. Multiple mobilizations may be required to perform this scope of work and all costs to perform the work in accordance with the Project Schedule are included.
7. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
8. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
9. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
10. The Owner will employ an independent testing agency (ITA) to perform all testing and inspection services required. This Subcontractor will be required to cooperate with ITA during all inspections. This Subcontractor will be responsible to notify the Construction Manager twenty-four (24) hours in advance of any required inspections. The Construction Manager will be responsible for scheduling all inspections. All results are to be reported in a field report issued by the ITA to the Construction Manager for distribution to this Subcontractor, the A/E, the Owner, and the Building Inspector.
11. Must follow Monteith Construction's Waste Management Policy.

SPECIAL CONDITIONS

1. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other additional requirements under this Bid Package.
2. Include expected durations for delivery and installation of this scope of work.
3. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.

SAFETY

1. Subcontractors and their lower tier subcontractors will be required to comply with Temporary Facilities and Controls, all applicable OSHA standards, and other local, state, and federal regulations. The more stringent of these will apply.
2. This Subcontractor is fully responsible and accountable for safely performing this Bid Packages scope of work. The following items are typical safety requirements that shall be included in the scope of work, but is not intended to exclude any safety related item that may be required: personal protective equipment, fall arrest systems, fall protection barricades, scaffolding and ladder safety, lift safety, electrical safety, hoist way and machine room safety, material handling



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and equipment safety, proper tool use training, hazardous material safety, etc. and other required safety provisions.

3. All scaffolding, erection, dismantling, access and use of scaffolding are to be in full compliance with local and state regulations
4. Provide all traffic control (barricades, fences, flagmen, temporary signage, etc.) as required by the Town of Surf City, NCDOT, etc. to complete all work under this Bid Package.
5. Subcontractor is responsible to comply with Monteith Construction Safety Manual. Items include, but are not limited to the follow:
 - a. New employee training
 - b. Weekly toolbox talks
 - c. Task specific training
 - d. Drug and alcohol screening
 - e. Background checks
6. Injury management
7. This contractor to provide all drinking water for employees.



Bid Package #BP 08A Doors, Frames, and Hardware

Division 00 – Procurement and Contracting Requirements (As Pertains)

Division 01 General Requirements (As Pertains)

081113 Hollow Metal Doors and Frames

081213 Hollow Metal Frames

081416 Flush Wood Doors

082200 Fiberglass Doors

083113 Access Doors and Frames

083113.53 Security Access Doors and Frames

083473.16 Wood Sound Control Door Assemblies

087100 Door Hardware (As Pertains – Non Storefront Openings)

087100 Door Hardware Index (As Pertains – Non Storefront Openings)

Description of Work

The following information is provided to define and describe the scope of work required of the successful Bidder and is intended to be complementary with the requirements of all other Contract Documents.

The scope of the work shall include, but not necessarily be limited to, providing the following:

DOORS AND DOOR HARDWARE

1. This Subcontractor is responsible for supplying all doors, sidelites, transoms, frames, and hardware with the exception of any aluminum doors or frames.
2. Glass inserts for doors and sidelites are included.
3. Door openers are included.
4. FRP Doors are included.
5. Barn style door is included.
6. This Subcontractor is responsible for installing all doors, sidelites, glass inserts, transoms, and hardware with the exception of any aluminum doors or frames.
7. Hollow metal frames will be transported to the site, inventoried, and transmitted to the wood framing subcontractor for installation.
8. Prior to starting work, this Subcontractor should examine / inspect the wall openings. If there are problems with the wall openings that would prevent satisfactory installation of this



Subcontractor's scope of work, it should be noted to the Construction Manager immediately. This inspection must be done prior to this Subcontractor starting work. This inspection will be done early enough in advance so that repairs, if required, will not impede the Project Schedule.

9. Provide any additional bracing, framing, reinforcing, support, and anchorage of work in this package as required for structural attachment, seismic requirements, and all governing codes and requirements.
10. Include expedited delivery on all exterior frames.
11. All hoisting and placement of materials is by this contractor. No elevator or lifting services will be provided by construction manager.
12. Provide coping, flashing, counter flashing, thresholds, blind pockets and other trim pieces in contact with work in this package.
13. This Subcontractor is responsible for removing all labels from all exposed surfaces furnished under this Bid Package. Wipe down surfaces and provide initial cleaning of interior and exterior work provided by this Subcontractor. Subcontractor is responsible for removal of all stickers and mastic.
14. This Subcontractor is responsible for providing protection of all installed finished products, doors and hardware. It is this Subcontractors responsibility to determine the best means and methods to accomplish this and must provide this information to Monteith Construction prior to performing.
15. Provide all accessories for doors and frames as listed in the specifications, on the door frame installation schedule and the door & frame notes.
16. Provide all required finish hardware for work in this package. The Aluminum Door Hardware will be provided by others.
17. Include for all minor adjustments to doors for complete installation.
18. Provide louvers in doors as required.
19. Provide touch-up of frame finishes on any damaged surfaces to the satisfaction of Construction Manager, Architect, and Owner.
20. Include temporary construction cores and permanent cores per keying as specified.
21. Permanent cores for the aluminum storefront openings in included. Coordinate with this subcontractor for final sizes.
22. Provide and install all automatic door hardware called for in specifications and on door schedule.
23. Provide and install ballistic doors that meet the specifications and upgraded hardware and openers to meet ADA due to increased weight.
24. Supply and install the access door and frame indicated on the plans.

GENERAL

1. Supply attic stock as required per specifications.



2. Provide samples and mock-ups as required.
3. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
4. Clean-up all debris created by this Subcontractor daily. If this subcontractor fails to do so, the Owner and the Construction Manager reserves the right to hire a cleaning company to clean these areas at this Subcontractor's expense.
5. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within sixty (60) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
6. Multiple mobilizations may be required to perform this scope of work and all costs to perform the work in accordance with the Project Schedule are included.
7. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
8. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
9. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
10. The Owner will employ an independent testing agency (ITA) to perform all testing and inspection services required. This Subcontractor will be required to cooperate with ITA during all inspections. This Subcontractor will be responsible to notify the Construction Manager twenty-four (24) hours in advance of any required inspections. The Construction Manager will be responsible for scheduling all inspections. All results are to be reported in a field report issued by the ITA to the Construction Manager for distribution to this Subcontractor, the A/E, the Owner, and the Building Inspector.
11. Must follow Monteith Construction's Waste Management Policy.

SPECIAL CONDITIONS

1. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other additional requirements under this Bid Package.
2. Include expected durations for delivery and installation of this scope of work.
3. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.



SAFETY

1. Subcontractors and their lower tier subcontractors will be required to comply with Temporary Facilities and Controls, all applicable OSHA standards, and other local, state, and federal regulations. The more stringent of these will apply.
2. This Subcontractor is fully responsible and accountable for safely performing this Bid Packages scope of work. The following items are typical safety requirements that shall be included in the scope of work, but is not intended to exclude any safety related item that may be required: personal protective equipment, fall arrest systems, fall protection barricades, scaffolding and ladder safety, lift safety, electrical safety, hoist way and machine room safety, material handling and equipment safety, proper tool use training, hazardous material safety, etc. and other required safety provisions.
3. All scaffolding, erection, dismantling, access and use of scaffolding are to be in full compliance with local and state regulations
4. Provide all traffic control (barricades, fences, flagmen, temporary signage, etc.) as required by the Town of Surf City, NCDOT, etc. to complete all work under this Bid Package.
5. Subcontractor is responsible to comply with Monteith Construction Safety Manual. Items include, but are not limited to the follow:
 - a. New employee training
 - b. Weekly toolbox talks
 - c. Task specific training
 - d. Drug and alcohol screening
 - e. Background checks
 - f. Injury management
 - g. This contractor to provide all drinking water for employees



Bid Package #BP 08B Glass and Glazing

Division 00 – Procurement and Contracting Requirements (As Pertains)

Division 01 General Requirements (As Pertains)

084113 Aluminum Framed Entrances and Storefronts

085653 Ballistic Glass Windows

087100 Door Hardware (As Pertains –Storefront Openings)

087100 Door Hardware Index (As Pertains –Storefront Openings)

088000 Glazing

088113 Interior Glass Glazing

Description of Work

The following information is provided to define and describe the scope of work required of the successful Bidder and is intended to be complementary with the requirements of all other Contract Documents.

The scope of the work shall include, but not necessarily be limited to, providing the following:

GLASS, GLAZING AND ALUMINUM

1. Provide all glass, glazing, and aluminum work for a complete installation including, but not limited to the following: aluminum storefront and aluminum wall systems (aluminum framing, reinforcing, glass, insulation, attachments, etc.), aluminum windows, aluminum / glass doors and finish hardware, glass and glazing, caulking, hardware, equipment, break metal, opaque window film, accessories, and items of incidental nature required to provide a complete and functional and weather-tight system whether detailed and/or implied on the Contract Documents.
2. Include service and teller window units with pass thru where applicable including ballistic glass and hole for talking.
3. Provide ballistic glass where applicable.
4. Provide all required finish hardware for work in this package. This includes all finish hardware at aluminum doors as listed in Specification 08 71 00. Provide temporary cylinders and keys for use during construction. Permanent cylinders and keying is by door and hardware subcontractor.
5. Provide for all flashing and trim at heads, jambs, and sills. Include additional mobilization to install flashing before rigid insulation is installed. Flashing to match storefront/curtain wall finish.



6. This Subcontractor shall provide all interior and exterior glass and glazing as required per the Contact Documents.
7. Prior to starting work, this Subcontractor should examine / inspect the wall openings. If there are problems with the wall openings that would prevent satisfactory installation of this Subcontractor's scope of work, it should be noted to the Construction Manager immediately. This inspection must be done prior to this Subcontractor starting work. This inspection will be done early enough in advance so that repairs, if required, will not impede the Project Schedule.
8. Provide any additional bracing, framing, reinforcing, support, and anchorage of work in this package as required for structural attachment, wind-loading requirements, seismic requirements, and all governing codes and requirements.
9. Provide mock-ups as required. The mock-up will show workmanship for glass and aluminum, flashing, caulking, etc. and will also be used for final material color and quality selections and approvals.
10. This Subcontractor is responsible for removing all labels from all exposed surfaces furnished under this Bid Package. Wipe down surfaces and provide initial cleaning of interior and exterior work provided by this Subcontractor. Subcontractor is responsible for removal of all stickers and mastic. A final cleaning of the interior and exterior window systems will be by the cleaning Subcontractor.
11. Temporary weather protection and security at all exterior aluminum doors and aluminum window systems shall consist of wood framing and plywood sheathing which is securely attached to the wood framing. It will be the responsibility of the Glass, Glazing, and Aluminum Subcontractor to provide, remove and dispose of all the temporary weather protection measures required prior to installing the permanent systems.
12. This Subcontractor is responsible for providing protection of aluminum storefronts, aluminum doors, and aluminum window systems prior to masonry cleaning. As a minimum requirement, wrap and/or cover all aluminum and glass system with polyurethane, peel and stick membrane, coating, etc. for protection. It is this Subcontractors responsibility to determine the best means and methods to accomplish this and must provide this information to Monteith Construction prior to performing.
13. Provide touch-up of frame finishes on any damaged surfaces to the satisfaction of Construction Manager, Architect, and Owner.
14. Removal of protective material from pre-finished surfaces.
15. Access control is by owner. Coordinate with owner's vendor for preparation of these opening to allow for this hardware.
16. Include an allowance of **\$10,000** for hardware coordination with owner's vendors.



GENERAL

1. Supply attic stock as required per specifications.
2. Provide samples and mock-ups as required.
3. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
4. Clean-up all debris created by this Subcontractor on a daily basis. If this subcontractor fails to do so, the Owner and the Construction Manager reserves the right to hire a cleaning company to clean these areas at this Subcontractor's expense.
5. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within sixty (60) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
6. Multiple mobilizations may be required to perform this scope of work and all costs to perform the work in accordance with the Project Schedule are included.
7. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
8. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
9. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
10. The Owner will employ an independent testing agency (ITA) to perform all testing and inspection services required. This Subcontractor will be required to cooperate with ITA during all inspections. This Subcontractor will be responsible to notify the Construction Manager twenty-four (24) hours in advance of any required inspections. The Construction Manager will be responsible for scheduling all inspections. All results are to be reported in a field report issued by the ITA to the Construction Manager for distribution to this Subcontractor, the A/E, the Owner, and the Building Inspector.
11. Must follow Monteith Construction's Waste Management Policy.

SPECIAL CONDITIONS

1. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other additional requirements under this Bid Package.
2. Include expected durations for delivery and installation of this scope of work.



3. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.

SAFETY

1. Subcontractors and their lower tier subcontractors will be required to comply with Temporary Facilities and Controls, all applicable OSHA standards, and other local, state, and federal regulations. The more stringent of these will apply.
2. This Subcontractor is fully responsible and accountable for safely performing this Bid Packages scope of work. The following items are typical safety requirements that shall be included in the scope of work, but is not intended to exclude any safety related item that may be required: personal protective equipment, fall arrest systems, fall protection barricades, scaffolding and ladder safety, lift safety, electrical safety, hoist way and machine room safety, material handling and equipment safety, proper tool use training, hazardous material safety, etc. and other required safety provisions.
3. All scaffolding, erection, dismantling, access and use of scaffolding are to be in full compliance with local and state regulations
4. Provide all traffic control (barricades, fences, flagmen, temporary signage, etc.) as required by the Town of Surf City, NCDOT, etc. to complete all work under this Bid Package.
5. Subcontractor is responsible to comply with Monteith Construction Safety Manual. Items include, but are not limited to the follow:
 - a. New employee training
 - b. Weekly toolbox talks
 - c. Task specific training
 - d. Drug and alcohol screening
 - e. Background checks
 - f. Injury management
6. This contractor to provide all drinking water for employees.



Bid Package #BP 21 FIRE PROTECTION

Division 00 – Procurement and Contracting Requirements (As Pertains)

Division 01 General Requirements (As Pertains)

083113 Access Doors and Frames (As Pertains – If required for your work)

078413 Penetration Firestopping (As Pertains)

210000 Automatic Sprinkler Protection

Description of Work

The following information is provided to define and describe the scope of work required of the successful Bidder and is intended to be complementary with the requirements of all other Contract Documents.

The scope of the work shall include, but not necessarily be limited to, providing the following:

FIRE SUPPRESSION

1. The sprinkler system will be designed by this subcontractor based on the current fire flow data available at the site and has designed and included the sprinkler system accordingly to meet the fire flow demand. This work is Design-Build and all requirements to provide a functional Fire Protection Sprinkler System acceptable to the local Fire Marshall are the responsibility of the Sprinkler Subcontractor.
2. Provide a complete and operational fire protection system. Include all sprinkler piping, heads, valves, caps, control valve assemblies, and fire department connections according to the contract documents and the NC DOI Requirements for Automatic Fire Sprinkler Systems. Fire protection system complete from 1' above finish floor where fire service water lines enter building, including final service connections.
3. Install Flow and Tamper Switches as required. Electrical Subcontractor will provide and terminate all Tamper and Flow switches as needed for complete monitoring of Fire Protection System.
4. Install wet and dry system as required.
5. Controls and switches and all associated control wiring (regardless of voltage) as required.
6. Motor starters, fuses and disconnects integral with fire protection equipment.



7. Design and submit all shop drawings, calculations, catalog cuts, etc. as required to appropriate state and local authorities and insurance company to obtain all approvals as required.
8. Perform flow tests prior to starting design of fire protection system. Submit report to Construction Manager.
9. Pads, curbs, inertia bases and other concrete work necessary for the installation of the work within this package. All interior pads are to be painted yellow.
10. Vibration isolation and seismic control devices and calculations required by regulations for seismic site class as indicated on the contract documents.
11. Blocking / backing is provided by the Drywall Subcontractor. Submit blocking / backing requirements and location drawings in drywall partitions to the Drywall Subcontractor. Blocking / backing that is not submitted prior to the commencement of wall framing will be the responsibility of this Bid Package.
12. Coordinate installation of sprinkler heads such that the heads are located in the center of acoustical ceiling tiles and symmetrically installed.
13. Coordination of sprinkler head layout prior to installation with other overhead work.
14. The Acoustical Ceilings Subcontractor is responsible for cutting holes in ceiling tiles for sprinkler heads. The cut tiles will be installed in the grid in each room. This subcontractor is responsible for installing the sprinkler head in the cut tiles. This includes removing the tile from the grid and reinstalling in the correct location if necessary. The cost to repair or replace any tiles damaged by this subcontractor will be the responsibility of this Bid Package.
15. Provide cages on sprinkler heads in rooms with exposed ceilings (mechanical, electrical, etc.).
16. Provide caulking, sealants, and fire-stopping for all work installed under this Bid Package.
17. Provide and locate and install access doors as necessary or specified for work within this package.
18. Furnish and install sleeves, block-outs, coring, and supports necessary for the work within this Bid Package.
19. Install all piping and sleeves parallel to or at right angles to the building structure.
20. Testing and Inspections, and system certifications/verification at conclusion of project. Provide personnel to conduct tests of the fire suppression systems. Include testing and inspections on a per phase basis.
21. Protection of attic is included.
22. Protection of any overhangs is included if required.

GENERAL

1. All disruptive construction activities to be performed after school hours as determined by MCC.
2. Supply attic stock as required per specifications.
3. Provide samples and mock-ups as required.



4. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
5. Clean-up all debris created by this Subcontractor on a daily basis. If this subcontractor fails to do so, the Owner and the Construction Manager reserves the right to hire a cleaning company to clean these areas at this Subcontractor's expense.
6. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within sixty (60) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
7. Multiple mobilizations may be required to perform this scope of work and all costs to perform the work in accordance with the Project Schedule are included.
8. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
9. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
10. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
11. The Owner will employ an independent testing agency (ITA) to perform all testing and inspection services required. This Subcontractor will be required to cooperate with ITA during all inspections. This Subcontractor will be responsible to notify the Construction Manager twenty-four (24) hours in advance of any required inspections. The Construction Manager will be responsible for scheduling all inspections. All results are to be reported in a field report issued by the ITA to the Construction Manager for distribution to this Subcontractor, the A/E, the Owner, and the Building Inspector.
12. Must follow Monteith Construction's Waste Management Policy.

SPECIAL CONDITIONS

1. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other additional requirements under this Bid Package.
2. Include expected durations for delivery and installation of this scope of work.
3. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.



SAFETY

1. Subcontractors and their lower tier subcontractors will be required to comply with Temporary Facilities and Controls, all applicable OSHA standards, and other local, state, and federal regulations. The more stringent of these will apply.
2. This Subcontractor is fully responsible and accountable for safely performing this Bid Packages scope of work. The following items are typical safety requirements that shall be included in the scope of work, but is not intended to exclude any safety related item that may be required: personal protective equipment, fall arrest systems, fall protection barricades, scaffolding and ladder safety, lift safety, electrical safety, hoist way and machine room safety, material handling and equipment safety, proper tool use training, hazardous material safety, etc. and other required safety provisions.
3. All scaffolding, erection, dismantling, access and use of scaffolding are to be in full compliance with local and state regulations
4. Provide all traffic control (barricades, fences, flagmen, temporary signage, etc.) as required by the Town of Wrightsville Beach, NCDOT, etc. to complete all work under this Bid Package.
5. Subcontractor is responsible to comply with Monteith Construction Safety Manual. Items include, but are not limited to the follow:
 - a. New employee training
 - b. Weekly toolbox talks
 - c. Task specific training
 - d. Drug and alcohol screening
 - e. Background checks
 - f. Injury management
6. This contractor to provide all drinking water for employees.



Bid Package #BP 22 PLUMBING

Division 00 – Procurement and Contracting Requirements (As Pertains)

Division 01 General Requirements (As Pertains)

078413 Penetration Firestopping (As Pertains)

083113 Access Doors and Frames (As Pertains – If required for your work)

220501 Common Plumbing Requirements

220529 Hanger and Supports for Plumbing Piping and Equipment

220548 Vibration and Seismic Control for Plumbing Piping and Equipment

220553 Identification for Plumbing Pipes and Equipment

220719 Plumbing Piping Insulation

221116 Domestic Water piping

221119 Domestic Water Piping Specialties

221313 Facility Sanitary Sewers

221319 Facility Sanitary Sewers Specialties

223423 Gas Domestic Water Heaters

224213 Commercial Water Closets and Urinals

224216 Commercial Lavatories and Sinks

Description of Work

The following information is provided to define and describe the scope of work required of the successful Bidder and is intended to be complementary with the requirements of all other Contract Documents.

The scope of the work shall include, but not necessarily be limited to, providing the following:

PLUMBING

1. Provide plumbing systems complete and operable per applicable codes and as indicated on the drawings, specifications, and bid scope of work. Includes related work within five feet of building lines including final service connections.
2. Provide domestic water, sanitary sewer, waste and vent piping systems, and storm drainage piping systems.
3. Provide sterilization of water lines per contract documents.



4. Subcontractor is to provide dewatering of any trenches under this scope of work.
5. Include for all wall and ceiling cutting and patching as needed to complete this work.
6. Natural gas piping system complete from the house side of the gas meter provided by the local utility. Coordinate with the Mechanical & Electrical Subcontractors for the gas piping system and interfacing.
7. Plumbing fixtures, hose bibs, drains, vents, cleanouts, valves, arrestors, trap primers, heat tracing, water fountains, and all other plumbing related hardware, equipment and accessories required for a complete system.
8. Domestic hot water system including water heaters, tanks, pumps, sump pumps, circuit setters, pressure reducing valve assembly, backflow preventers, pressure regulators, etc.
9. Motor starters, fuses, and disconnects integral with plumbing equipment.
10. Furnish variable frequency drives to Electrical Subcontractor for installation.
11. Connect owner-furnished equipment that is related to this scope of work. Provide connections, fittings, valves, etc. as necessary for installation.
12. Provide connections to all commercial and residential appliances. Include all necessary valves, fittings, etc. as necessary.
13. This subcontractor to provide all heat trace wire, and controls. Termination of heat trace in junction box provided by electrical subcontractor.
14. Provide makeup water connections for mechanical equipment as required and as indicated on the mechanical drawings. Coordinate with the Mechanical Subcontractor.
15. Disconnection and demolition and removal of existing plumbing systems (including fixtures, piping, insulation, hangers & supports, etc.) as indicated and as required for the installation of the new plumbing work. Include all necessary valves, stops, caps, etc. to make the system safe for demolition. Natural gas system demolition is included.
16. Excavation, backfill, compaction and spoils removal necessary for the work within this package.
17. Dewatering necessary for the work within this package.
18. Vibration isolation and seismic control devices and calculations required by regulations for seismic site class as indicated on the contract documents.
19. Pads, curbs, inertia bases and other concrete work necessary for the installation of the work within this package. Paint all pads yellow.
20. In wall blocking to be provided and installed by drywall subcontractor. Provide blocking layout plan for drywall subcontractor prior to framing starting. If no coordination effort is made or blocking is missed as a result of improper coordination, it is this subcontractors responsibility to install necessary blocking.
21. Roof curbs & vent flashings as required for work under this package.
22. Caulking, sealants and fire-stopping for all work installed under this Bid Package.



23. Furnish and locate and install access doors as necessary or specified for work within this package.
24. Sleeves, block-outs, coring and supports necessary for the work within this package.
25. Attachment to roof deck is not allowed. Attachments must be made to roof joists and main structural framing members.
26. Insulation for plumbing systems.
27. Include for temporary water service to CM trailer. Include removal at end of project.
28. Coding, valve tags, and labeling of piping, systems, and equipment as necessary for work within this package. Painting of exposed piping is by others. Labels to be installed after painting.
29. Install all piping and sleeves parallel to or at right angles to the building structure.
30. Authorized factory start-up and owner training.
31. Testing and system certifications as required.
32. Insulated pipe covers at toilet lavatory tops.
33. Temporary water distribution system within the building as directed by Construction Manager.
34. Layout and engineering as required for work in this Bid Package.
35. Commissioning of plumbing system.
36. Include final connection to exterior utility.
37. Include a **\$5,000.00 allowance for Coordination Drawings.**
38. Caulk all toilets and urinals.

GENERAL

1. All disruptive construction activities to be performed after school hours as determined by MCC.
2. Supply attic stock as required per specifications.
3. Provide samples and mock-ups as required.
4. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
5. Clean-up all debris created by this Subcontractor on a daily basis. If this subcontractor fails to do so, the Owner and the Construction Manager reserves the right to hire a cleaning company to clean these areas at this Subcontractor's expense.
6. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within sixty (60) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
7. Multiple mobilizations may be required to perform this scope of work and all costs to perform the work in accordance with the Project Schedule are included.
8. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid



Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.

9. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
10. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
11. The Owner will employ an independent testing agency (ITA) to perform all testing and inspection services required. This Subcontractor will be required to cooperate with ITA during all inspections. This Subcontractor will be responsible to notify the Construction Manager twenty-four (24) hours in advance of any required inspections. The Construction Manager will be responsible for scheduling all inspections. All results are to be reported in a field report issued by the ITA to the Construction Manager for distribution to this Subcontractor, the A/E, the Owner, and the Building Inspector.
12. Must follow Monteith Construction's Waste Management Policy.

SPECIAL CONDITIONS

1. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other additional requirements under this Bid Package.
2. Include expected durations for delivery and installation of this scope of work.
3. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.

SAFETY

1. Subcontractors and their lower tier subcontractors will be required to comply with Temporary Facilities and Controls, all applicable OSHA standards, and other local, state, and federal regulations. The more stringent of these will apply.
2. This Subcontractor is fully responsible and accountable for safely performing this Bid Packages scope of work. The following items are typical safety requirements that shall be included in the scope of work, but is not intended to exclude any safety related item that may be required: personal protective equipment, fall arrest systems, fall protection barricades, scaffolding and ladder safety, lift safety, electrical safety, hoist way and machine room safety, material handling and equipment safety, proper tool use training, hazardous material safety, etc. and other required safety provisions.
3. All scaffolding, erection, dismantling, access and use of scaffolding are to be in full compliance with local and state regulations



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Municipal Complex
Surf City, North Carolina*

*Project Bid Manual
Issue Date: May 20, 2020
Revision: 0*

4. Provide all traffic control (barricades, fences, flagmen, temporary signage, etc.) as required by the Town of Wrightsville Beach, NCDOT, etc. to complete all work under this Bid Package.
5. Subcontractor is responsible to comply with Monteith Construction Safety Manual. Items include, but are not limited to the follow:
 - a. New employee training
 - b. Weekly toolbox talks
 - c. Task specific training
 - d. Drug and alcohol screening
 - e. Background checks
 - f. Injury management
6. This contractor to provide all drinking water for employees.



Bid Package #BP 23 HVAC

Division 00 – Procurement and Contracting Requirements (As Pertains)

Division 01 General Requirements (As Pertains)

078413 Penetration Firestopping (As Pertains)

083113 Access Doors and Frames (As Pertains – If required for your work)

230501 Common HVAC Requirements

230529 Hanger and Supports for HVAC Piping and Equipment

230548 Vibration and Seismic Control for HVAC Piping and Equipment

230713 Duct Insulation

230719 HVAC Piping Insulation

231123 Facility Natural Gas Piping

232300 Wiring Devices

232600 Refrigerant Piping

233114 Low Pressure Metal Ducts

2 3346 Flexible Ducts

233400 HVAC Fans

233713 Diffusers, Registers and Grilles

233713.01 Slot Diffusers

237433 Dedicated Outside Air Systems

238129 Variable Refrigerant Flow HVAC Systems

Description of Work

The following information is provided to define and describe the scope of work required of the successful Bidder and is intended to be complementary with the requirements of all other Contract Documents.

The scope of the work shall include, but not necessarily be limited to, providing the following:



MECHANICAL

1. Provide mechanical systems complete and operable per applicable codes and as indicated on the drawings, specifications and bid scope of work.
2. All work to be in strict accordance with plans and specifications without substitutions or qualification.
3. Provide all Mechanical Equipment as specified.
4. Condenser water piping.
5. Condensate drainage piping for air-conditioning equipment.
6. Glycol/water solution and makeup piping system.
7. Roof curbs.
8. Automatic temperature controls and instrumentation and wiring.
9. Air distribution systems including sheet metal duct, flexible duct, fittings, spin-in's, volume dampers, grilles and linear slot diffusers.
10. Vibration and isolation control.
11. Hangers and supports for duct, piping, etc.
12. Insulation wrap and liners.
13. Fire and smoke dampers.
14. Installation of any duct detectors.
15. Air Filters. Temporary and Permanent.
16. Sound attenuators.
17. Equipment and duct work to be wrapped and sealed to prevent contamination from construction dust.
18. This subcontractor to supply all starters, Disconnects, VFDs, and required fuses necessary for the complete functioning of equipment. If equipment is not manufactured with built in devices from the factory, an approved device must be provided by this subcontractor and must include the connection of load side wiring from disconnect to the equipment to be installed by the electrician.
19. This subcontractor to include final termination of load side wiring in equipment.
20. Provide labels on all new units as part of this bid package.
21. Include for all wall and ceiling cutting and patching to complete this work.
22. Provide louvers and vents that are integral with mechanical equipment. Architectural louvers are provided by others. Coordinate louver sizes and location with framing subcontractor.
23. Connect owner-furnished equipment that is related to this scope of work. Provide connections, fittings, valves, etc. as necessary for installation.
24. Provide complete testing of mechanical systems.



25. Support commissioning of systems installed under this Bid Package as required.
26. Provide excavation, backfill, compaction and spoils removal necessary for the work within this package.
27. Provide vibration isolation and seismic control devices and calculations required by regulations for seismic site class as indicated on the contract documents.
28. Provide pads, curbs, inertia bases and other concrete work necessary for the installation of the work within this package.
29. Provide bracing, framing, support and anchorage of work in this package as required for structural attachment, wind-loading requirements, and all governing codes and requirements. Steel and miscellaneous metals shown and sized on the structural drawings will be provided by the Structural Steel and Miscellaneous Metals Subcontractor. Any additional or supplemental requirements are the responsibility of this Bid Package. Provide hanger wires where required to support diffusers, devices, etc.
30. Blocking / backing is provided by the Drywall Subcontractor. Submit blocking / backing requirements and location drawings to the Drywall Subcontractor. Blocking / backing that is not submitted will be the responsibility of this Bid Package.
31. Provided roof curbs as required for work under this Bid Package. Coordinate curb height with Roofing and Sheet Metal Subcontractor and the slope of the roof deck to ensure adequate flashing height is provided.
32. Provide caulking, sealants, and fire-stopping for all work installed under this Bid Package.
33. Provide access doors as necessary or specified for this work.
34. Provide sleeves, block-outs, coring and supports necessary for the work within this package.
35. Provide embeds, sleeves, block-outs, etc. to be cast in concrete floors and walls. Verify all openings shown on structural drawings for mechanical ductwork / piping are correct and verify locations in the field prior to concrete being poured.
36. Attachment to roof deck is not allowed. Attachments must be made to roof joists and main structural framing members
37. Provide layout and engineering as required for all work in this Bid Package.
38. Provide coding and labeling of piping, systems, and equipment as necessary for work within this package. Painting of exposed mechanical work is by the Painting Subcontractor. Labels are to be installed after painting by the Mechanical Subcontractor.
39. Coordinate controls graphics requirements with CM. Provide weekly updates and screenshots of controls progress after startup of mechanical units.
40. Provide factory start up and owner training.
41. Provide and install new filters in all units at completion of project. Supply and maintain temporary filter media for all units running during construction.
42. Provide testing and system certifications as required.



43. Provide filters and extended warranties as required for use of mechanical system during building construction. Replace filters during construction as required. Include set of clean filters for balancing and if required, a new set prior to Owner acceptance.
44. Provide hoisting for setting equipment at equipment yard after masonry walls are constructed.
45. Attendance at weekly subcontractor meetings by all second-tier subcontractors under this Bid Package is required at least two weeks prior to and during their work onsite.
46. Include a **\$5,000.00 allowance for Coordination Drawings**.

TEST AND BALANCE

1. This Subcontractor shall provide complete test and balance of mechanical systems that includes but is not limited to the following items: providing all labor, material, equipment, and hoisting necessary and/or incidental as required to complete the scope of work identified in the Construction Documents.
2. Perform testing, adjusting, and balancing for all HVAC and domestic water systems.
3. Perform a complete design review of the Construction Documents, shop drawings, and submittal information for discrepancies.
4. Perform testing and adjusting for pressurization from space to space with complete documentation.
5. Coordinate testing requirements and reports with the Mechanical, Electrical Subcontractor, and Commissioning Agent.
6. Use test instruments that have been calibrated within a time period as recommended by the certifying agency or the manufacturer, whichever is more recent. Instruments shall be checked for accuracy prior to the start of the testing, adjusting, and balancing activity. The Subcontractor shall be responsible for the selection of the test instruments used to perform this work, and shall submit a complete list of instruments it proposes for approval. The list shall include the manufacturers name, model, and serial number of each instrument and copies of calibration certificates prior to beginning work. No work shall commence until the list has been approved by Monteith Construction. Re-measurement of air distribution devices shall be accomplished utilizing the same instruments used in the original balance report.
7. Measure up to ten percent (10%) of air distribution devices (or more if required by Contract Documents) in the presence of the Owner, Architect, Engineers, and Monteith Construction to demonstrate the final balance report is correct.
8. Submit the final balancing report for approval. Promptly address all listed deficient items including re-balancing as necessary. Resubmit a revised final report if required. This process shall be repeated at the Subcontractor's expense until the report is accepted by the Architect and Engineers without corrections needed.
9. Include the cost to replace sheaves and belts required for correct balance.



10. Participate in and provide guidance during the development of coordination drawings. Identify and locate where additional dampers, valves, etc. are needed for proper execution of this scope of work.
11. Provide all platform ladders, scaffolding, and other means to access required areas.

GENERAL

1. All disruptive construction activities to be performed after school hours as determined by MCC.
2. Supply attic stock as required per specifications.
3. Provide samples and mock-ups as required.
4. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
5. Clean-up all debris created by this Subcontractor on a daily basis. If this subcontractor fails to do so, the Owner and the Construction Manager reserves the right to hire a cleaning company to clean these areas at this Subcontractor's expense.
6. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within sixty (60) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
7. Multiple mobilizations may be required to perform this scope of work and all costs to perform the work in accordance with the Project Schedule are included.
8. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
9. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
10. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
11. The Owner will employ an independent testing agency (ITA) to perform all testing and inspection services required. This Subcontractor will be required to cooperate with ITA during all inspections. This Subcontractor will be responsible to notify the Construction Manager twenty-four (24) hours in advance of any required inspections. The Construction Manager will be responsible for scheduling all inspections. All results are to be reported in a field report issued by the ITA to the Construction Manager for distribution to this Subcontractor, the A/E, the Owner, and the Building Inspector.



12. Must follow Monteith Construction's Waste Management Policy.

SPECIAL CONDITIONS

1. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other additional requirements under this Bid Package.
2. Include expected durations for delivery and installation of this scope of work.
3. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.

SAFETY

1. Subcontractors and their lower tier subcontractors will be required to comply with Temporary Facilities and Controls, all applicable OSHA standards, and other local, state, and federal regulations. The more stringent of these will apply.
2. This Subcontractor is fully responsible and accountable for safely performing this Bid Package's scope of work. The following items are typical safety requirements that shall be included in the scope of work, but is not intended to exclude any safety related item that may be required: personal protective equipment, fall arrest systems, fall protection barricades, scaffolding and ladder safety, lift safety, electrical safety, hoist way and machine room safety, material handling and equipment safety, proper tool use training, hazardous material safety, etc. and other required safety provisions.
3. All scaffolding, erection, dismantling, access and use of scaffolding are to be in full compliance with local and state regulations.
4. Provide all traffic control (barricades, fences, flagmen, temporary signage, etc.) as required by the Town of Wrightsville Beach, NCDOT, etc. to complete all work under this Bid Package.
5. Subcontractor is responsible to comply with Monteith Construction Safety Manual. Items include, but are not limited to the following:
 - a. New employee training
 - b. Weekly toolbox talks
 - c. Task specific training
 - d. Drug and alcohol screening
 - e. Background checks
 - f. Injury management
6. This contractor to provide all drinking water for employees.



Bid Package #BP 26 Electrical

Division 00 – Procurement and Contracting Requirements (As Pertains)

Division 01 General Requirements (As Pertains)

078413 Penetration Firestopping (As Pertains)

083113 Access Doors and Frames (As Pertains – If required for your work)

260501 Common Electrical Requirements

260503 Electrical Utility Services

260519 Line-Voltage Electrical Power Conductors and Cables

260526 Grounding and Bonding for Electrical Systems

26 0533 Raceway and Boxes for Electrical Systems

262417 Circuit-Breaker Panelboards

262726 Wiring Devices

262816 Enclosed Switches and Circuit Breakers

263200 Generator

263600 Automatic Transfer Switch

265100 Interior Lighting

265600 Exterior Lighting

267000 Fire Detection and Alarm System

Description of Work

The following information is provided to define and describe the scope of work required of the successful Bidder and is intended to be complementary with the requirements of all other Contract Documents.

The scope of the work shall include, but not necessarily be limited to, providing the following:

ELECTRICAL

1. Provide electrical systems complete and operable per applicable codes and as indicated on the drawings, specifications and bid scope of work.
2. This subcontractor to provide and install grid wires for light fixtures per specifications.



3. Plumbing subcontractor to provide all heat trace wire, and controls. Termination of heat trace in junction box provided by electrical subcontractor. Coordinate location of heat trace power between trades.
4. This subcontractor to provide all Fire alarm relays as needed for mechanical unit shutdown, duct detectors as needed. Installation by Mechanical subcontractor.
5. This subcontractor to provide and install all lineside and load side wiring and conduit.
6. This subcontractor to install all loose starters, Disconnects, VFDs, and required fuses supplied by others. Final termination of load side wiring in equipment to be completed by others.
7. Provide all house-keeping pads as needed for installation of equipment in this bid package.
8. Provide Unistrut bracing to mechanical rails for mounting of disconnects and GFCIs.
9. Provide all Tamperers, Flow switches, and monitoring modules as needed for complete monitoring of Fire Protection Systems. Tamperers and Flows to be installed by Fire Suppression Subcontractor and terminated by Fire Alarm Vendor.
10. Include for all wall and ceiling cutting and patching to complete this work.
11. Installation of owner provided equipment.
12. Power rough-in, wiring and final connection of all owner equipment and equipment furnished by others. Coordinate new electrical services with the local utilities, local authorities, Engineer, Owner, and Construction Manager.
13. Provide complete fire alarm system including rough-in, cabling, devices and equipment.
14. Wire sprinkler flow and tamper switches, including wiring, conduit, tie-into the fire alarm system. Provide and wire tamper switch at backflow.
15. Provide complete telephone / data systems pathways only including any cable tray and/or racks. terminated in head end equipment as part of this package.
16. Provide cable support system.
17. Provide excavation, trenching, trench shoring, backfill, compaction and spoils removal necessary for the work within this package.
18. Provide dewatering necessary for the work within this package.
19. Provide support as required for electrical panels and telephone equipment, including backboards, independent supports, etc. Include fire-retardant paint as indicated on plywood provided by this Bid Package.
20. In-wall blocking / backing is provided by the Drywall Subcontractor. Submit blocking / backing requirements and location drawings to the Drywall Subcontractor. Blocking / backing that is not submitted will be the responsibility of this Bid Package.
21. Provide caulking, sealants, fire-stopping, putty pads for all work installed under this Bid Package.
22. Provide color coding and labeling of conduit, boxes, systems, and equipment as required for work within this Bid Package.
23. Provide and install access doors as necessary or specified for work within this package.



24. Provide sleeves, block-outs, coring and supports necessary for the work within this package.
25. Furnish embeds, sleeves, block-outs, back boxes, etc. to be cast in concrete floors and walls to the Cast-In-Place Subcontractor.
26. Attachment to roof deck is not allowed. Attachments must be made to roof joists and main structural framing members. This applies to all work installed by this Bid Package, including hanger wires for light fixtures. Provide hanger wires where required to support light fixtures, devices, etc.
27. All raceways and sleeves shall be coordinated with adjacent walls to ensure that all penetrations enter and exit walls at 90 degree angles.
28. Provided authorized factory start up and owner training.
29. Provide testing and system certifications as required.
30. Provide extended warranties as required for use of electrical items during construction.
31. Provide temporary power, wiring, lighting and distribution in accordance with current OSHA requirements. Includes installation, maintenance, and removal. Include temporary power and removal of temporary Power to CM trailer.
32. The Electrical Subcontractor is to provide 120V temporary power service at one location on each floor for use by all Subcontractors.
33. Attendance at weekly subcontractor meetings by all low voltage, second-tier subcontractors under this Bid Package is required at least two weeks prior to and during their work onsite.
34. During the priming and finish painting process, provide temporary cover plates over all junction boxes and devices. These plates shall be installed backwards to allow trimming around boxes. Upon completion, remove temporary plates and install permanent cover and device plates.
35. Include a **\$5,000.00 allowance** for Coordination Drawings.
36. Include installation of all loose motor starters and VFD's provided by others.

GENERAL

1. Supply attic stock as required per specifications.
2. Provide samples and mock-ups as required.
3. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
4. Clean-up all debris created by this Subcontractor on a daily basis. If this subcontractor fails to do so, the Owner and the Construction Manager reserves the right to hire a cleaning company to clean these areas at this Subcontractor's expense.
5. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within sixty



(60) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.

6. Multiple mobilizations may be required to perform this scope of work and all costs to perform the work in accordance with the Project Schedule are included.
7. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
8. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
9. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
10. The Owner will employ an independent testing agency (ITA) to perform all testing and inspection services required. This Subcontractor will be required to cooperate with ITA during all inspections. This Subcontractor will be responsible to notify the Construction Manager twenty-four (24) hours in advance of any required inspections. The Construction Manager will be responsible for scheduling all inspections. All results are to be reported in a field report issued by the ITA to the Construction Manager for distribution to this Subcontractor, the A/E, the Owner, and the Building Inspector.
11. Must follow Monteith Construction's Waste Management Policy.

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1. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other additional requirements under this Bid Package.
2. Include expected durations for delivery and installation of this scope of work.
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SAFETY

1. Subcontractors and their lower tier subcontractors will be required to comply with Temporary Facilities and Controls, all applicable OSHA standards, and other local, state, and federal regulations. The more stringent of these will apply.
2. This Subcontractor is fully responsible and accountable for safely performing this Bid Packages scope of work. The following items are typical safety requirements that shall be included in the scope of work, but is not intended to exclude any safety related item that may be required: personal protective equipment, fall arrest systems, fall protection barricades, scaffolding and



ladder safety, lift safety, electrical safety, hoist way and machine room safety, material handling and equipment safety, proper tool use training, hazardous material safety, etc. and other required safety provisions.

3. All scaffolding, erection, dismantling, access and use of scaffolding are to be in full compliance with local and state regulations
4. Provide all traffic control (barricades, fences, flagmen, temporary signage, etc.) as required by the Town of Wrightsville Beach, NCDOT, etc. to complete all work under this Bid Package.
5. Subcontractor is responsible to comply with Monteith Construction Safety Manual. Items include, but are not limited to the follow:
 - a. New employee training
 - b. Weekly toolbox talks
 - c. Task specific training
 - d. Drug and alcohol screening
 - e. Background checks
 - f. Injury management
6. This contractor to provide all drinking water for employees.