



# Tri-House HVAC and Central Plant Improvements

STATE ID#: 20-15705-001

## PROJECT MANUAL

THE UNIVERSITY OF NORTH CAROLINA AT WILMINGTON

PROJECT MANAGEMENT  
601 SOUTH COLLEGE ROAD,  
FACILITIES ADMINISTRATION BUILDING, ROOM 157  
WILMINGTON, N.C. 28403

PROJECT MANAGER: **Rick Heins**  
OFFICE PHONE: **(910) 962-4169**  
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EMAIL: **heinsrw@uncw.edu**

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SET NUMBER:

PREBID DATE: **July 21, 2020 at 2:00 PM**  
BID OPENING DATE: **August 4, 2020 at 2:00 PM**

UNCW PM # **5933**

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**NOTICE TO BIDDERS**

Sealed proposals will be received by the University of North Carolina at Wilmington in Wilmington, North Carolina, Project Management Department, in the Facilities Administration Building, Conference Room #1, up to 2:00 PM on Tuesday, August 4, 2020 and immediately thereafter publicly opened and read for the furnishing of labor, material and equipment entering into the construction of **Tri-House HVAC and Central Plant Improvements**.

Bids will be received for "single prime contract" by Contractors with appropriate license(s) and/or registration. All proposals shall be lump sum.

Complete electronic plans, specifications and contract documents will be made available prior to the Pre-bid Conference to be held on 2:00 PM on July 21, 2020 in Conference Room 1 in the UNCW Project Management Department, in the Facilities Administration Building.

The UNCW Facilities Project # 5933 shall be clearly indicated on the outside of the envelope.

All contractors are hereby notified that they must have proper license and/or registration as required under the state laws governing their respective trades associated within this project.

**NOTE:** The bidder shall identify on its bid proposal the minority business participation it will use on the project. Forms are included within the Proposal Form in the bid documents. Failure to complete these forms is grounds for rejection of the bid. (GS143-128.2c Effective 1/1/2002.)

General contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts.

Plumbing and heating contractors are notified that Chapter 87, Article 2, General Statutes of North Carolina, will be observed in receiving and awarding plumbing and heating contracts.

Electrical contractors are notified that provisions of Chapter 87, Article 4, General Statutes of North Carolina, will be observed in receiving and awarding electrical contracts.

Payment will be made in accordance with section "Requests for Payment" of General Conditions (p.GC-4) and Division I, section 01700 "Contract Closeout" (p.DIV01-3) of Specifications.

No proposal may be withdrawn or modified after the scheduled time for opening of bids for a period of 30 days, except at the discretion of the Owner or as provided by General Statute G.S. 143-129.1.

The owner reserves the right to reject any or all bids and to waive informalities.

**UNIVERSITY OF NORTH CAROLINA AT WILMINGTON**

**INSTRUCTIONS TO BIDDERS**

Proposals must be in accordance with the following instructions, requirements and procedures to be eligible for consideration:

1. LICENSE

All bidders are hereby notified that they must be in possession of a current and proper North Carolina Contractor License according to applicable state and local laws at the time of the bid submittal. Bidders are further notified that applicable provisions of Chapter 87, Article 1, North Carolina General Statutes, shall be observed in receiving bids and awarding contracts.

2. SINGLE CONTRACT PROPOSALS

Proposals for the project work shall be submitted under a single general contract proposal for the work described in the Scope of Work. Proposals shall be received under provisions of North Carolina General Statutes, Section 143-131, and Informal Bid Proposals.

3. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

A. Each bidder shall carefully examine the site of the proposed work, the Form of Proposal, the plans, specifications and any special provisions of the contract documents before submitting a bid. The submittal of a bid shall be considered full evidence that the bidder has made such necessary examinations, that they know and understand the conditions relating to the performance of the work required by the contract documents, and that the bidder has made every provision to operate under existing and stipulated conditions and has included all necessary items for the proper execution of work required by the contract documents.

B. Inspection of the project site shall only be made during normal business hours and only by appointment with the Project Manager. Bidders shall not disrupt Owner operations during the course of such inspections. The University is an extremely active environment, and visiting bidders shall comply fully with safety policies and the instructions of safety officials.

C. Contact:           Project Manager: **Rick Heins**                           **Mobile Phone: (919) 800-1137**

4. UTILITY CHARGES

While service or connection charges or fees by serving utility companies are not anticipated in connection with this project, any expenses relating to utility work during the execution of this project are the responsibility of the Contractor. Coordination and scheduling of any utility work to be performed by serving utilities, if required for relocation or temporary disconnection, shall be the responsibility of the Contractor.

5. CLARIFICATIONS AND INTERPRETATION OF DOCUMENTS

Should any bidder be in doubt about the precise meaning or intent of any part of the plans, specifications or other contract documents, or find discrepancies or omissions therein, they shall immediately notify the Owner in writing and request a clarification. The Owner shall issue a clarification or correction by written addendum to all known bidders and to the office where bid documents are exhibited for inspection. The bidder in the spaces provided on the Form of Proposal shall acknowledge receipt of such addenda.

- *The Owner shall not be responsible for any oral instructions.*

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**INSTRUCTIONS TO BIDDERS**

6. PROPOSAL FORMS/ PREPARATION OF PROPOSALS

- A. Proposals shall be made in strict accordance with the Form of Proposal bound in these documents, and shall be submitted on the supplied form.
- B. Bids shall be submitted on an exact copy of the Form of Proposal. Fill in all appropriate blank spaces provided for amounts, contract time, alternates, unit prices and addenda as applicable. [Failure to furnish any requested itemized prices may disqualify the proposal.](#) State the total amount bid in figures and in narrative in the proper spaces on the proposal form.
- C. No lineation, erasures, adjustments or alterations shall be made to the printed Form of Proposal. In receiving the bids, the Owner will assume that no such alterations have been made. If any such modifications become apparent after acceptance of the bid, they shall not be binding upon the Owner.
- D. Changes in [any](#) entry shall be made by marking through the initial entry and by inserting the corrected entry adjacent thereto. An authorized representative of the bidder shall initial each such correction in ink. [Failure to initial changes to bid may disqualify the proposal.](#)
- E. The bidder shall identify on its bid proposal the minority business participation it will use on the project. Forms are included within the Proposal Form in the bid documents (p. HUB-1). [Failure to complete these forms is grounds for rejection of the bid.](#) (GS143-128.2c Effective 1/1/2002.)\*\* Statute on last page.

7. MANNER OF EXECUTION

- A. If by Sole Proprietor, state by adding "Owner" after the name of the person executing the documents.
- B. If by a Partnership, state by adding "Partner" after the name of the person executing the documents.
- C. If by a Corporation, indicate if by the President or by Vice-President and attest by the Secretary. Identify the title of office of the executing entities and impress the corporate seal on each signature page of the documents.
- D. If the proposal is made by a Joint Venture, each member of the Joint Venture shall execute the document in the above format for Sole Owner, Partner or Corporation, as applicable.
- E. If the Contractor License is held by a person other than an Owner, Partner or Officer of the Firm, then the Licensee shall also sign and be a party to the proposal. The title "Licensee" shall be indicated under such signature.

[All signatures shall be properly witnessed and sealed.](#)

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**INSTRUCTIONS TO BIDDERS**

8. SUBMITTAL OF PROPOSALS

- A. Enclose bid documents in an opaque, sealed envelope of sufficient size to accommodate the unfolded Bid documents. Identify the envelope in the upper left-hand corner as follows:

PROPOSAL FOR: UNCW SPECIAL PROJECT PM 5933

Tri-House HVAC and Central Plant Improvements

UNIVERSITY OF NORTH CAROLINA AT WILMINGTON

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Bidder License No. \_\_\_\_\_ Bidder Phone No. \_\_\_\_\_

- B. Address proposals to:

The Project Management Department  
The University of North Carolina at Wilmington  
601 South College Road  
Wilmington NC 28403-5620

- C. Proposals can be received as follows:

- a. Submit Bid prior to the bid opening date and time at the following location:

Director of Project Management Department  
Facilities Administration Building, Room 157  
601 South College Road  
The University of North Carolina at Wilmington  
Wilmington NC 28403-5620

- b. Submit Bid at or immediately prior to the bid opening **August 4, 2020 at 2:00 PM** at the following location (late arrivals will not be accepted):

Facilities Administration Building, **Conference Room #1**  
601 South College Road  
The University of North Carolina at Wilmington  
Wilmington NC 28403-5620

- D. Label the envelope on both sides "**SEALED BID ENCLOSED- DO NOT OPEN!**"

- E. Deliver or mail proposals to the Director of Project Management Department at the address specified above and before the stated time for bid opening as specified in the Notice to Bidders.

9. MODIFICATION/WITHDRAWAL OF BID PROPOSAL

- A. Submitted bids may be withdrawn or modified only by written request authorized by the bidder, delivered to the specified address for submittal of bids before the time established for bid opening.

- B. Modifications shall be made as follows:

Changes in any entry shall be made by marking through the initial entry and by inserting the corrected entry adjacent thereto. An authorized representative of the bidder shall initial and date each such correction in ink.

No proposal may be withdrawn or modified after the scheduled time for opening of bids for a period of 30 days, except at the discretion of the Owner or as provided by General Statute G.S. 143-129.1.

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**INSTRUCTIONS TO BIDDERS**

- C. Negligence, omissions or errors on the part of the bidder in preparing his bid **or her** shall not entitle them to Withdraw or modify their bid after bids have been opened, except as provided by State Statutes, G.S. 143-129.1.
- D. Should the successful **bidder fail to execute an agreement**, the contract may be offered to the responsible Bidder submitting the next lowest bid proposal, at the discretion of the Owner.

10. **RECEIPT/OPENING OF PROPOSALS**

At the time and place established for the receipt of bids in the Notice to Bidders, every proposal for the specified work received by the Owner within the time specified shall be opened, acknowledged and read, regardless of any irregularities therein. Applicable North Carolina General Statutes shall be observed in receiving, opening and evaluating bids, and awarding contracts, if award is made.

- *The Owner reserves the right to reject any or all proposals and to waive informalities.*

11. **AWARD OF CONTRACT**

If the Owner elects to award a contract on the basis of bids received, the contract will be awarded to the responsible bidder submitting the lowest proposal, taking into consideration standards of quality, performance and the contract time specified in the proposal documents. The award shall be made as soon as practicable after the receipt of proposals as provided elsewhere in these instructions.

12. **BIDDER QUALIFICATION**

- A. Before awarding a contract, the Owner reserves the right to require the apparent low bidder to qualify as a responsible bidder by furnishing such additional relevant information as necessary, which may include any of the following:
  - a. Permanent name, address and telephone number of place of business.
  - b. Present name and trade, and the number of regular employees with proper qualifications for the required work.
  - c. Financial statement indicating assets and liabilities of the organization, current to within thirty days of the date of bid receipt or other financial information satisfactory to the Owner.
  - d. Proof of satisfactory performance of projects of similar scope, requiring specialized skills, and experience and workmanship standards required for the work specified.
  - e. List of names and license numbers of organization members or employees who hold trade or professional licenses or credentials.
  - f. The name and home office address of the proposed Surety and identification of its authorized agent licensed in North Carolina.
  - g. List of principal materials and identification of suppliers and sub-contractors entering into the proposed contract work. Such list shall be subject to approval or rejection by the Owner in accordance with provisions of General and Supplementary General Conditions of the Contract.
- B. Any other information the Owner may deem relevant as bidder qualifications for the performance of the work required by the terms of the contract documents.
- C. Should the Owner adjudge that the apparent low bidder is not the lowest responsible bidder by virtue of the above qualifications that bidder will be so notified.



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**INSTRUCTIONS TO BIDDERS**

13. **NOTIFICATION OF AWARD:** The Owner will notify the successful bidder, in writing, that their bid has been accepted and that the Owner intends to award them the contract, which shall constitute the Notice to Proceed. If an award is made, it will be made via the issuance of a Purchase Contract by UNCW Purchasing Services. The Owner reserves the right to request an extension of the decision to award the contract from the successful bidder for such reasonable time beyond the stated forty-five (45) days as may be mutually agreeable to both parties.

END OF INSTRUCTIONS TO BIDDERS

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**GENERAL CONDITIONS**

GENERAL INSTRUCTIONS

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings, and specifications, has visited the site of the Work, and has satisfied their selves relative to the Work to be performed.

1. **MATERIALS, EQUIPMENT AND EMPLOYEES**

- A. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.
- B. All materials shall be new and of a quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- C. No changes shall be made in the Work except upon written approval and change order of the Owner. Change orders shall be subject to provisions in the current North Carolina Construction Manual.
- D. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufactures are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufactures or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the Owner for approval or disapproval and such approval or disapproval shall be made by the Owner prior to the opening of bids.
- E. If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts is adjudged a nuisance to the Owner or if the presence of any workman is considered detrimental to the Work, the Contractor shall order such parties removed immediately from the grounds.
- F. The Contractor shall designate a foreman/superintendent who shall direct the work. The foreman /superintendent shall have a work cell phone and supply the number to the project manager.

2. **CODES, PERMITS AND INSPECTIONS**

- A. The Contractor shall obtain the required permits, give all notice and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specification are at variance therewith, he shall promptly notify the Owner in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising their from.
- B. All work under this contract shall conform to the North Carolina State Building Code and other state and national codes as are applicable.

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**GENERAL CONDITIONS**

- C. Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to county or municipal building codes and may\* not be subject to inspection by county or municipal authorities. The Contractor shall, however, cooperate with the county or municipal authorities by obtaining building permits, if applicable. Permits shall be obtained by the Contractor at no cost to the Owner.
- D. Inspection and certification of compliance by local authorities is necessary if an architect or engineer was not employed on the project, or if the plans and specifications were not approved and the construction inspected by the State Construction Office.

3. **SAFETY REQUIREMENTS**

- A. The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Designer.
- B. The Contractor shall be responsible for any damage to the Owner's property, or that of others on the job, by the Contractor, the Contractor's personnel or the Contractor's subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any claims against the Owner arising from such damages.
- C. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- D. The Contractor shall provide all necessary safety measures for the protection of all persons on the work site, including the requirements of the A.G.C. Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the Work. The Contractor shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. The Contractor shall protect against damage or injury resulting from falling materials and shall maintain all protective devices and signs throughout the progress of the Work.

4. **TAXES**

- A. Federal Excise Taxes do apply to materials entering into State work (Internal Revenue Code, Section 3442 (3)).
- B. Federal Transportation Taxes do apply to materials entering into State work (Internal Revenue Code, Section 3475 (b) as amended).
- C. North Carolina Sales Taxes and Use Tax do apply to materials entering into State work (N.C. Sales and Use Tax Regulation No. 42, Paragraph A), and such costs shall be included in the bid proposal and contract sum.
- D. Local Option Sales and Use Taxes do apply to materials entering into State work as applicable, (Local Option Sales and Use Tax Act, Regulation No. 57), and such cost shall be included in the bid proposal and contract sum.
- E. Accounting Procedure for Refund of County Sales & Use Tax:

**Amount of County Sales and Use Tax paid per contractor's statements:**

Contractors performing contracts for state agencies shall give the state agency for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(e). The

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**GENERAL CONDITIONS**

Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement as of April 1, 1991 from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement might be subject to audit. In the event the contractor(s) make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon. The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use. When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax. Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor. Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant. Contractors are not to include any tax paid on supplies, tools and equipment that they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment, which actually become a part of or annexed to a building or structure.

5. **EQUAL OPPORTUNITY**

- A. The non-discrimination clause contained in Section 202, Federal Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.
- B. The Contractor(s) agree not to discriminate against any employees or applicants for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

6. **INSURANCE**

- A. The Contractor(s) shall not commence work until they have obtained all insurance required, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been obtained.
- B. The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project under his contract.
- C. The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect the Contractor and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operation be by the Contractor themselves or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
  - *Public Liability Insurance in an amount not less than \$300,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than \$500,000 on account of one accident; and Property Damage Insurance in an amount not less than \$100,000/ \$300,000.*

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**GENERAL CONDITIONS**

- D. The Contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- E. Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than fifteen (15) days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.
- F. The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required before the Owner grants written approval.

7. **REQUESTS FOR PAYMENT**

- A. All requests for payment must be submitted to Facilities Administration at the address listed in item (F) below.
- B. All requests for payment may be submitted on the "AIA APPLICATION FOR PAYMENT AND CERTIFICATE FOR PAYMENT" AIA DOCUMENT G702 and G703 or company invoice.
- C. All requests for payment must contain a completed form "APPENDIX E – MBE DOCUMENTATION FOR CONTRACT PAYMENTS" (p. MBE-1).
- D. No partial payment will be made unless agreed to in advance. Final payment will be made lump sum within forty-five (45) consecutive days after acceptance of the work (refer to Specifications, Division I, section 01700 "Contract Closeout" p.DIV01-3) and the submission both of notarized contractor's affidavit and four copies of invoices which are to include the contract, account and job order numbers.
- E. The Contractor's affidavit shall state:
  - "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."
- F. Executed contract documents, insurance certifications and, upon completion and acceptance of the work, applications for payment, invoices and other information requested are to be sent to:

University of North Carolina at Wilmington  
Office of Facilities – 5910  
601 South College Road  
Wilmington, North Carolina 28403-5910

- *It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.*

8. **PROJECT SITE CLEANING UP**

The Contractor shall keep the sites and surrounding area reasonable free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner. The contractor shall provide trash containers for removal of rubbish generated by the work. Contractors shall not use the university's refuse containers.

9. **GUARANTEE**

- A. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The Contractor shall replace such defective equipment or materials, without cost to the Owner, within the manufacturer's warranty period.

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**GENERAL CONDITIONS**

- B. The Contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the Owner.
- C. Additionally, the Contractor shall guarantee materials and workmanship against latent defects arising from faulty materials, faulty workmanship or negligence which is hidden or not readily apparent to the Owner at the time of final acceptance and which is discovered by the Owner within six (6) years following final acceptance of the work. The guarantee for latent defects related to any structural system shall be ten (10) years. The Contractor shall replace such defective materials or workmanship without cost to the Owner.

10. **CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS**

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

END OF GENERAL CONDITIONS

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**SUPPLEMENTARY GENERAL CONDITIONS**

**GENERAL INSTRUCTIONS**

The following supplements modify, expand certain portions of, or provide additional or more specific information or instructions to requirements of the General Conditions of the Informal Bid Contract, published by North Carolina Department of Administration, State Construction Office. In case of conflict or discrepancy, the more restrictive requirements shall govern except when specifically modified or rescinded by direct reference or instructions.

1. **DRAWINGS**

The bound set of Graphical Documents, identified in the following Schedule of Drawings listed a the TOC.

2. **SCHEDULE**

The Contractor shall commence work as soon as possible after Notice to Proceed is issued or as specified in the contract documents. The time stated in the contract shall include all time necessary for final cleanup. The Contractor shall furnish the Owner a job schedule within **five (5)** working days of the contract award. Work performed in the execution of this contract shall be a continuous and uninterrupted progression of work unless specifically stated otherwise in the contract or approved in writing by the Owner. The schedule must be strictly adhered to. Contingency plans for having properly trained workers and supervision must be in place. Work may begin **August 18, 2020**. Project must be complete and ready for use by close of business **December 4, 2020**.

3. **EXISTING CONDITIONS**

The Contractor, in submitting a proposal and executing a contract, acknowledges that he has completely investigated all existing facilities and job site conditions, including those of a subsurface nature, and clearly understands the intent and requirements of the contract documents. Failure to inspect the site or contract documents prior to bidding will not relieve the Contractor of the responsibility to perform all work included in this contract.

4. **LICENSE REQUIRED**

A current Contractor Board Registered Contractor License is required for this project. The Contractor License number shall be included on the "Execution of Bid" document where applicable.

5. **PRE-CONSTRUCTION CONFERENCE**

There will be a Pre-Construction Conference for this project to be scheduled by the Project Manager with the successful bidder after "Notice to Proceed" has been issued.

6. **CONSTRUCTION STAKEOUT**

The Contractor is responsible for locating the plantings on the drawings at the locations shown in the field. Any stakes, layout, and measurements required to perform the work described in the specifications and accompanying plans will be the responsibility of the Contractor.

7. **COPIES OF DRAWINGS AND SPECIFICATIONS**

The Owner shall furnish the Contractor free of charge copies of plans and specifications as follows:

- A. Contractor - Up to three (3) sets of the drawings described in the Schedule of Drawings and three (3) complete sets of the specifications.
- B. Other Contractors - No additional drawings and specifications shall be provided for the use of any other contractor.

8. **USE OF PREMISES**

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- A. SITE RESTRICTIONS - The Contractor shall ensure uninterrupted access and public safety in the area of the job site. The Contractor shall conduct his operations in strict compliance with regulations, policies and operating procedures established by the University.
- B. SECURITY RESTRICTIONS - The Contractor shall follow directions set forth by the University Police and Safety Personnel.

9. CLAIMS FOR DELAYS OR ADDITIONAL COST

No claims for delays or additional costs by any Contractor shall be considered due to restrictions of operations or limitations of schedule or of hours of operation as required by the terms of the Contract.

10. CUTTING, PATCHING AND DIGGING:

- A. PREVENTING DAMAGE - The Contractor shall exercise every precaution to prevent damage or alteration of any existing material, detail, finish or other site feature scheduled to remain during the performance of the work. Any cost for additional patching and repair due to incorrect, excessive or careless cutting, demolition or other related damages as determined by the Owner, shall be paid by the Contractor.
- B. OWNER'S AUTHORITY TO SUSPEND OPERATIONS - The Owner shall have authority to limit or suspend any operations which, in their opinion, may threaten the integrity of any existing structures, systems, finishes or details, or which compromise public health or safety. The Contractor shall comply immediately with any directive issued by the Owner, which relates to safety issues or the protection of existing features without the requirement for advance written notice.
- C. DIGGING PROCEDURES - See Section 11-F of the Supplementary General Conditions for instructions relating to required digging procedures. All trenches, **holes dug will be tamped back and sod grass of like kind placed in these areas. The level of the sod should match adjacent elevations. Contractor will correct any settling of these areas for a period of 12 months. A complex** drain system exists on these fields. Contractor shall make all effort to not cut this system, but in the event of a cut will repair the drain system at no additional costs to the owner.
- D. NCOSHA STANDARDS COMPLIANCE - The Contractor is responsible for following pertinent NCOSHA safety standards during the completion of this Contract, including compliance with regulation pertaining to any digging/trenching operations.

11. UTILITIES

- A. UTILITY CHARGES and CONNECTIONS - No service or connection charges or fees by serving utility companies are anticipated in connection with the Project Work. In the event such charges are levied by any serving utility, the Owner shall reimburse the Contractor for utility service and/or connection charges at direct invoice from the billing Utility Company, after certification of the invoice by the Owner.
- B. COORDINATION AND SCHEDULING OF UTILITY WORK - Coordination and scheduling of work to be performed by serving utilities, if required for relocation or temporary disconnection, shall be the responsibility of the Contractor whose work requires such adjustments.
- C. AVAILABILITY OF UTILITIES TO CONTRACTOR - The Owner shall make existing power and water for construction operations available to the Contractor. Contractor shall make connections to service junctures in compliance with applicable codes at his expense. The point of any utility connection shall be established by the Owner before the commencement of any connection activity. The Contractor shall restore all utilities to their original state prior to final inspection.
- D. SPECIAL REQUIREMENTS - The existing Utilities Services (Power, Telephone, Water, and Sanitary) and all connections and branch circuits shall be maintained in continuous operation during the course of the



**UNIVERSITY OF NORTH CAROLINA AT WILMINGTON**

**SUPPLEMENTARY GENERAL CONDITIONS**

project construction except for required modifications. A minimum of a 48-hour advance written notice to the Owner from the Contractor shall be required prior to the commencement of any critical interruption that has been approved in writing by the Owner.

- E. UNDERGROUND UTILITIES - Buried telephone lines and cables, high voltage electrical power cables, water and gas mains, sanitary sewer mains and storm water drains may be encountered during excavation activities. The Contractor must anticipate this possibility and make every effort to avoid damage to underground utilities.
- F. DIGGING PROCEDURES
  - a. UNCW DIGGING PERMIT - A **UNCW Digging Permit** must be obtained from the University Physical Plant Division by the Contractor immediately after the Contract Award and prior to the commencement of any digging/trenching activity relating to the project.
  - b. NOTIFICATION - The Contractor shall notify the Owner three (3) days prior to any digging/trenching operations to schedule the locating and marking of existing underground utilities by the Owner. The Owner will attempt to determine exact utility locations within the three (3) day period. Under no circumstances shall any digging/trenching operations occur before the marking of buried utility locations by the Owner. Under no circumstance is any utility work, such as connections or disconnections, to be performed by the Contractor without a three (3) day prior notification to the Owner.
  - c. *North Carolina 811 underground utility location service* **NOTIFICATION - The Contractor shall be responsible for contacting, arranging and coordinating the location of any additional buried utilities with North Carolina 811 underground utility location service.**
  - d. RE-NOTIFICATION - Should weather or other site conditions render the utility location markings undistinguishable, it will be the Contractor's responsibility to re-contact the parties described above and have the utility location relocated and re-marked giving the same three (3) day prior notification to the Owner.
  - e. LOCATION OF UTILITIES – **The Contractor shall locate all marked underground utilities by hand digging prior to the beginning of any digging/trenching operations.**
  - f. REPAIR OR DAMAGE COST - The Contractor shall be responsible for any cost relating to the repair of damaged utilities caused by the Contractor or their agents.

12. OWNER INSPECTIONS:

- A. DURING CONSTRUCTION – The Owner reserves the right to provide full time or part time inspection during construction to verify that plans and specifications are being met as the work progresses. The Owner shall resolve conflicts arising from interpretations of the plans and/or specifications and their decision shall be binding. Inspection by the Owner does not relieve the Contractor of their responsibility to meet the requirements of plans and specification nor to provide any quality control that may be required.
- B. FINAL INSPECTION/PROJECT COMPLETION – Upon completion of the project, a "Final" inspection will be performed by the Owner and the Contractor's representative for acceptance of the Contractor's work. At that time, a punch list will be prepared and a copy provided to the Contractor. Upon completion of all work, including the punch list items, the project will be authorized for payment by the Owner.

13. SAMPLES AND TESTING:

- A. All material and aggregate samples shall be provided by the Contractor at his expense and shall be approved by the Owner prior to their use on the job. Additional samples of materials may be requested by the Owner during construction and shall be provided by the Contractor at no expense to the Owner.

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- B. Tests to determine conformance with the specified requirements may be required by the Owner and will be performed by an independent testing laboratory, arranged and paid for by the Owner. If repeated tests are required due to the Contractor's failure to meet specifications, the Owner will arrange all subsequent tests of the same portion of work, with all associated cost being paid for by the Contractor.

14. **SANITARY FACILITIES**

- A. **Temporary sanitary convenience for the use of employees on the job site shall be provided and maintained in a timely manner by the Contractor and removed upon completion of the work. The Contractor is only to use conveniences approved by health authorities.**

- B. Contractor employees are not permitted to use any existing sanitary facilities located on the University.

15. **ADDITIONAL CLEANING UP RESPONSIBILITIES**

- A. **DAILY CLEANUP** - The entire work site shall be placed in an orderly manner at the end of each workday, including the proper placement of any safety barriers, by the Contractor prior to their leaving the site.
- B. **WASTE REMOVAL/DUMP SITES** – Contractor shall make all necessary provisions for removal and legal disposal of debris created by his operations from the site. No dumpsite is available on the campus. Contractor shall include all fees for disposal of all waste in their bid price.
- C. **WASH DOWNS** – Any paved surfaces including walkways, bikeways, streets, etc. shall be washed down by the Contractor and any evidence of construction activity removed prior to final inspection.
- D. **CLEAN UP PERIOD** – The Contractor must comply with this section for the entire construction period.
- E. **Absolutely no cleaning of brushes or disposal of paint shall be allowed on the grounds of UNCW. Contractor shall coordinate with project manager for approved brush washing areas.**

16. **ADDITIONAL SAFETY REQUIREMENTS**

- A. **UNCW CONFINED SPACE ENTRY PERMIT** - A **UNCW Confined Space Entry Permit** must be obtained from the University Environmental Health and Safety Division by the Contractor immediately after the Contract Award and prior to the commencement of any confined space activity relating to the project.
- B. **UNCW ASBESTOS ABATEMENT PERMIT** – A **UNCW Asbestos Abatement Permit** must be obtained from the University Environmental Health and Safety Division by the Contractor immediately after the Contract Award and prior to the commencement of any asbestos abatement activity relating to the project.
- C. **SMOKING** – Smoking is prohibited in all UNCW buildings. Smoking is allowed in designated areas only,

END OF SUPPLEMENTARY GENERAL CONDITIONS

UNIVERSITY OF NORTH CAROLINA AT WILMINGTON

FORM OF PROPOSAL

PROPOSAL FOR: SINGLE PRIME GENERAL CONTRACT

**PROJECT:**     **Tri-House HVAC and Central Plant Improvements**  
                  **UNCW, Wilmington, North Carolina**

SUBMITTED TO:     Office of Project Management  
                          University of North Carolina at Wilmington  
                          601 South College Road  
                          Wilmington NC 28403-5620

SUBMITTED BY:     Bidder's Name: \_\_\_\_\_

                          Address: \_\_\_\_\_

License Classification: \_\_\_\_\_                   License Number: \_\_\_\_\_

In compliance with your request for proposals, the undersigned as Bidder hereby proposes to furnish all labor and materials, equipment, operations and incidentals, and to perform all work for the complete execution of the construction entering into the Single Prime Contract for the **UNCW Tri-House HVAC and Central Plant Improvements** project at the University of North Carolina at Wilmington, in strict accordance with plans, specifications, contract documents, codes and regulations to the full and entire satisfaction of the Owner for the consideration of the following amount:

GENERAL CONTRACT: *(Fill in appropriate amounts)*

LUMP SUM BASE BID: \_\_\_\_\_ Dollars                   (\$ \_\_\_\_\_)

ALTERNATES: Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" the base bid.

ALTERNATE 1:

ALTERNATE 1 BID: \_\_\_\_\_ Dollars                   (\$ \_\_\_\_\_)

ALTERNATE 2:

ALTERNATE 2 BID: \_\_\_\_\_ Dollars                   (\$ \_\_\_\_\_)

ALTERNATE 3:

ALTERNATE 3 BID: \_\_\_\_\_ Dollars                   (\$ \_\_\_\_\_)

ALTERNATE 4:

ALTERNATE 4 BID: \_\_\_\_\_ Dollars                   (\$ \_\_\_\_\_)

**TIME OF COMPLETION:** Notice to proceed is expected to be issued by **August 11, 2020**. Work shall commence on **August 18, 2020** and must be completed no later than the close of business on **December 4, 2020**.

**UNIVERSITY OF NORTH CAROLINA AT WILMINGTON**

**FORM OF PROPOSAL**

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 party or parties than those herein mentioned have any interest in this proposal or in the contract which may be entered into as a result of acceptance of this proposal; and that this proposal is made without connection with any person, company, corporation or parties making a bid or proposal; and that this proposal is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the Site of the Work and informed himself fully with all conditions pertaining to the place where the Work is to be performed; that he has examined the Drawings, Specifications and Instructions for the Work and the Contract Documents relative thereto, and has read all special provisions furnished prior to the Opening of Bids; and that he fully understands and has made every provision to operate under the conditions relative to the Work required by the Contract Documents.

The undersigned further states that he is a duly Licensed Building Contractor in the State of North Carolina under applicable statutes governing his trade, and that all fees, licenses, permits, and charges pertinent to the submission of this Bid have been paid in full.

The undersigned hereby designates the following as his legal address to which such notice of acceptance may be delivered.

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**UNIVERSITY OF NORTH CAROLINA AT WILMINGTON**

**FORM OF PROPOSAL**

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified by the Owner and to fully complete all work required by the Contract specified time frame.

In submitting this bid, it is understood that the Owner reserves the unqualified right to reject any and all proposals.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Firm or Corporation Making Bid:

By: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_  
(Owner, Partner or Corporation President or Vice-President Only)

\_\_\_\_\_

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address:

\_\_\_\_\_  
Contractor Classification:

\_\_\_\_\_  
Contractor License Number:

\_\_\_\_\_  
Contractor Federal Tax Identification Number:  
(Corporate Seal)

**UNIVERSITY OF NORTH CAROLINA AT WILMINGTON**

**FORM OF PROPOSAL**

The Bidder declares that he has received, reviewed and complied with all instructions issued in the following addenda:

Addenda Received and Considered in Preparing the Bid.  
(Initial as appropriate)

Addendum No. 1	Rec'd Date _____	Print Name _____
		Signature _____
Addendum No. 2	Rec'd Date _____	Print Name _____
		Signature _____
Addendum No. 3	Rec'd Date _____	Print Name _____
		Signature _____
Addendum No. 4	Rec'd Date _____	Print Name _____
		Signature _____
Addendum No. 5	Rec'd Date _____	Print Name _____
		Signature _____
Addendum No. 6	Rec'd Date _____	Print Name _____
		Signature _____
Addendum No. 7	Rec'd Date _____	Print Name _____
		Signature _____

List of Sub-Contractors/Vendors proposed to be used for the Project; include their appropriate license/registration numbers if applicable:  
(Mark N/A if not applicable)

<u>Subcontractor/Vendor</u>	<u>License/Registration</u>
_____	_____
_____	_____
_____	_____

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END OF FORM OF PROPOSAL

**UNIVERSITY OF NORTH CAROLINA AT WILMINGTON**

**FORM OF PROPOSAL**

**Informal Construction Minority Participation (updated 1/4/2017)  
Failure to properly complete and attach to bid may result in rejection of bid.**

**Fill out section A. (Required) This section refers to your company.**

**A.** UNCW is committed to increase HUB (Historically Underutilized Businesses) vendor participation. Please check the appropriate information below to properly identify your company. (51% owned **and** controlled by the following.)

- (B)** Black, African American
- (H)** Hispanic
- (A)** Asian American
- (I)** American Indian
- (DIS)** Disabled Owned
- (F)** Female Owned - non-minority
- (DBE)** Socially & Economically Disadvantaged - *as defined in 15 U.S.C. 637*
- None of the above

**Fill out section B or C. (Required) These sections refer to your use of HUB subcontractors.**

**B. Identification of Minority Business Participation “N/A” is not acceptable – You must complete Section C**

I, \_\_\_\_\_, do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services. (Use additional sheet if necessary)

**PROVIDE all information Name, Address and Phone # \* Minority Category Work Description Dollar Value**

	Name, Address and Phone #	* Minority Category	Work Description	Dollar Value
1.				
2.				
3.				
4.				

**\*Minority Categories:** Black, African American **(B)**, Hispanic **(H)**, Asian American **(A)**, American Indian **(I)**, Persons with Disabilities **(DIS)**, Female Owned **(F)**, and Socially and Economically Disadvantaged Business Enterprise **(DBE)**

The total value of minority business contracting will be (\$) \_\_\_\_\_ which equals \_\_\_\_\_ %

**C. Intent to Perform Contract with Own Workforce and/or all NON-MINORITY subcontractors.**

I, \_\_\_\_\_, do hereby certify that it is our intent to perform 100% of the work required for this project **or I am using all NON-MINORITY subcontractors.**

Additionally, where applicable, the Bidder states that the Bidder, 1) does not customarily subcontract elements of this type project, 2) normally performs and has the capability to perform, and 3) will perform all elements of the work on this project with his/her own current work forces. The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

**UNIVERSITY OF NORTH CAROLINA AT WILMINGTON**

**FORM OF PROPOSAL**

**MBE DOCUMENTATION FOR CONTRACT PAYMENTS**

Prime Contractor/Architect: \_\_\_\_\_

Address & Phone: \_\_\_\_\_

Project Name: \_\_\_\_\_

Pay Application #: \_\_\_\_\_ Period: \_\_\_\_\_

Contract #: \_\_\_\_\_

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

<b>Firm Name</b>	<b>*Minority Category</b>	<b>Payment Amount</b>	<b>Owner Use Only</b>

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

Date: \_\_\_\_\_ Approved/Certified By: \_\_\_\_\_

**Name**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**\*\* THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT\*\***



**UNIVERSITY OF NORTH CAROLINA AT WILMINGTON**

**FORM OF PROPOSAL**

**DIVISION I - GENERAL REQUIREMENTS**

**01010 SUMMARY**

The Contractor shall provide each item, in all sections of these specifications, of quality, or subject to qualifications as noted, or Owner approved equal. Unless noted "By Others" the Contractor shall perform each operation described according to conditions stated, providing all the necessary supervision, labor, equipment, plant, services, and materials (except for those specifically identified as "Furnished By Owner") for all construction specified herein and shown on accompanying drawings to provide a complete and usable facility except as specifically noted.

**01015 INSPECTION OF PREMISES**

- A. The Contractor shall visit and examine the site and respective building to have a complete understanding of all existing conditions relating to the work prior to submitting his bid.
- B. The Owner reserves the right to full or part time inspection of the work by his agents and as delineated elsewhere in these specifications and other contract documents.

**01040 COORDINATION AND SUPERVISION**

The Contractor shall provide, as a part of the base contract bid, a full time designated superintendent skilled in the construction trades and project management to direct all work, coordinate subcontractors and with other Contractors, expedite materials, perform inspections, ensure the quality execution of all the requirements of these specifications and to coordinate with the Owner.

**01330 SUBMITTAL PROCEDURES**

The Contractor shall provide to the Owner Shop Drawings, Product Data and Samples as requested.

**01400 QUALITY CONTROL**

- A. The Contractor shall provide all the supervision, technical assistance and other quality controls necessary to ensure the proper execution of all phases of this project as specified and in accordance with the best practices of the trades.
- B. The Owner reserves the right to full or part time inspection of the work by his agents. If in the process of his inspection, work is determined to be of poor or substandard workmanship, or not in compliance with the drawings and/or specifications, the Owner reserves the right to stop all work at no additional cost until corrective action is taken by the Contractor to bring the work into compliance. Poor or substandard workmanship will not be accepted by the Owner. The Owner's inspections do not relieve the Contractor, in part or whole, of his responsibility to execute the work as specified. All changes to the contract shall be in writing.

**01600 MATERIAL AND EQUIPMENT**

The Contractor shall be responsible for the procurement, shipment, delivery, unloading, acceptance, storage, security and protection of all materials and equipment required to accomplish the project including all items provided by the Owner.

**01700 CONTRACT CLOSEOUT**

**UNIVERSITY OF NORTH CAROLINA AT WILMINGTON**

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Upon completion of the project, a "Final" inspection will be performed jointly by the Owner and the Contractor for acceptance of the Contractor's work. At that time a punch list will be prepared and a copy provided to the **Contractor. If applicable to the project, copies of all DOI inspection reports, O&M manuals, system training and testing are required before final payment can be issued. Upon completion of all work, including the punch list items, the project will be authorized for payment by the Owner.**

END OF DIVISION

\*\* (c) Each bidder, which shall mean first-tier subcontractor for construction manager at risk projects for purposes of this subsection, on a project bid under any of the methods authorized under G.S. 143-128(a1) shall identify on its bid the minority businesses that it will use on the project and an affidavit listing the good faith efforts it has made pursuant to subsection (f) of this section and the total dollar value of the bid that will be performed by the minority businesses. A contractor, including a first-tier subcontractor on a construction manager at risk project that performs all of the work under a contract with its own workforce may submit an affidavit to that effect in lieu of the affidavit otherwise required under this subsection. The apparent lowest responsible, responsive bidder shall also file the following:

- (1) Within the time specified in the bid documents, either:
  - a. An affidavit 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 applicable goal. An affidavit under this sub-subdivision shall give rise to a presumption that the bidder has made the required good faith or effort; or
  - b. Documentation of its good faith effort to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.
- (2) Within 30 days after award of the contract, a list of all identified subcontractors that the contractor will use on the project.

Failure to file a required affidavit or documentation that demonstrates that the contractor made the required good faith effort is grounds for rejection of the bid.