

Request for Bids  
Building Demolition  
101 Hunt Drive / Oxford, NC

Former Granville Vance Public Health Building



County of Granville, NC  
March 2024

### **Purpose and Introduction**

The purpose of this request is to receive fixed-price bids from qualified firms and organizations capable of providing asbestos abatement and general building demolition, including the necessary site remediation to re-establish existing grades of the building pad so that the site adequately drains.

### **Submission**

*Price proposals shall be submitted on the attached form no later 3:00 pm on April 24, 2024, to Granville County Development Services / Attention Scott Phillips, Director; 122 Williamsboro Street, or PO Box 877, Oxford, NC 27565. Proposals submitted after the required time will be returned to the bidder unopened. Electronic submittals will not be accepted.*

Granville County reserves the right to reject any or all proposals, waive technicalities, and to be the sole judge of equipment or services for intended purposes as deemed to be in the best interest of the County.

### **Pre-Bid Conference**

A pre-bid conference will be held on site at 2:00 pm on Wednesday, April 10, 2024. The building will be open at this time for bidder walk-through; this will be the only opportunity to view the building's interiors.

Questions regarding the bid documents will be accepted no later than 5:00 pm on April 16, 2024.

### **Bidders Licensing Requirements**

All Bidders shall have a valid NC General Contractors license within the specified classifications and limitations.

### **Experience on Similar Projects**

The bidder shall list three (3) projects of a similar nature performed within the last 2 years. The

project name and contact information shall be listed on the attached bid form.

**Minority Business Enterprise**

It is the policy of Granville County to take good faith efforts to ensure that minority business enterprises are given the opportunity to demonstrate their ability to provide the County with goods and services at competitive pricing.

**Payment**

Payment Invoices shall be submitted to the Granville County Finance Department / Accounts Payable, PO Box 1286, Oxford, NC 27565. Partial payments will be based on a *Schedule of Values* if applicable, approved by the County, and be submitted no less than 30-days apart.

**Time of Completion**

All work associated with this request shall be completed within 45 business days from the Notice to Proceed. Failure to adhere to the project timeline may result in a penalty of \$250.00 per calendar day thereafter.

**Taxes**

Granville County is not exempt from paying state and local sales tax for permanent materials used in the performance of this work. It is the responsibility of the Contractor to provide the County with a summary of sales tax paid. A Sales Tax Affidavit and the Contractor’s Sale Tax Reporting Form will be provided upon request.

**Bid, Performance, and Payment Bonding**

In accordance with NCGS 143-129, Bid Deposit, Performance, and Payment Bonding are required based on the following bid price thresholds.

- Bid Deposit / Bond; \$500,000.00 or more in value.
- Performance and Payment Bond; \$300,000.00 or more in value.

Note: Based on the County’s estimated value of this project, Bid deposits and Performance or

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Payment Bonding is not required; however, it shall be the responsibility of the Bidder to determine at the time of bid.

### **Retainage**

Retainage shall be withheld by the County pursuant to NCGS 143-134.1(b1).

### **Insurances Required**

Insurance requirements are noted within the Granville County General Conditions attached and part of this request.

### **Permits Required**

The Contractor shall provide all necessary permits needed for the abatement and demolition of the building.

### **Project Description**

The approximately 10,800 square foot, single story building located at 101 Hunt Drive, Oxford, NC was originally constructed in 1950s and has had several additions added over the years. Although no building plans are available for the facility, we assume that the construction is primarily masonry, concrete, and wood construction. The bidder shall evaluate the construction and determine the best responsive pricing for demolition and disposal.

An asbestos survey was completed in March of 2023 (attached) and indicated notable contamination in several of the building elements requiring abatement by a certified NC licensed firm.

### **Scope of Services**

The scope of services includes, but is not limited to providing all materials, equipment, labor, supervision, and permits required to demolish the existing structure.

Prior to the building demolition activities, the Contractor shall provide asbestos abatement by a qualified firm licensed within North Carolina. All asbestos material shall be disposed of in

accordance with state regulations at the cost of the contractor.

The Contractor shall coordinate the disconnection of utilities with the City of Oxford, Duke Energy, Dominion Energy, or other service providers, and shall take precautions not to damage any existing infrastructure such as water meters, fire hydrants, and other utilities service points. All existing building utility services shall be completely removed from the limits of demolition and capped at the street line by the utility provider, or licensed Utility Contractor.

The Contractor shall remove the entire structure including any remaining office contents, heating and cooling equipment, appliances, foundations, foundation walls, concrete slabs, and sidewalks, *including the memorial garden area / steps and ramp adjacent to the building. The existing asphalt parking lot shall not be demolished.*

Disposal of appliances and/or heating and cooling equipment containing refrigerants shall be done in accordance with all applicable laws including but not limited to 40CFR, Part 82.

The Contractor is not responsible for the removal of any unforeseen underground storage tank(s). If an underground storage tank is found to be present, the Contractor shall immediately notify the County.

Voids created by removal of foundations, concrete slabs, sidewalks, etc. shall be properly filled and compacted with off-site fill material and graded to insure for drainage. All disturbed areas shall be seeded and mulched upon completion.

The Contractor shall be required to take every precaution throughout the contract period to prevent the erosion of soils and sedimentation from the leaving the project site, and to ensure that all roads used to transport materials off or on the site remain clean of debris and/or mud.

The Contractor shall be mindful that the demolition is taking place in a developed area. The Contractor shall provide dust prevention by necessary means during the demolition activities and will keep the site free of potential hazards to the greatest extent possible by providing

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safety barriers, fencing, and traffic controls.

Temporary sanitary facilities (portable toilets) shall be provided by the Contractor and maintained for cleanliness throughout the contract period.

**Disposal of Demolition Debris**

The debris generated by the building and site demolition shall be transported by the Contractor to the Granville County MSW Landfill located at 6584 Landfill Road / Oxford, NC. Landfill fees associated with the disposal will be invoiced to and paid by the County and not included within the bid price.

The Contractor shall provide a disposal manifest to the County to validate the number of loads sent for disposal.

**Attachments to Bid Request**

- Bid Form – Building Demolition
- Granville County General Contract Conditions
- Vicinity Map
- Granville County Tax Appraisal Card
- Asbestos Survey dated March 27, 2023
- Building Floor Plan
- Exterior Photos

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Building Demolition  
101 Hunt Drive / Oxford, NC

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**Bid Submittal Form**

Bid Date: \_\_\_\_\_, 2024

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

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

Email Contact Information: \_\_\_\_\_

References:

1. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_

Bid Price: \$ \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

**INSTRUCTIONS TO BIDDERS  
AND  
GENERAL CONDITIONS OF THE CONTRACT**

**STANDARD FORM FOR CONSTRUCTION PROJECTS**

**GRANVILLE COUNTY**



## INSTRUCTIONS TO BIDDERS

**For a proposal to be considered it must be in accordance with the following instructions:**

### 1. PROPOSALS

Proposals must be made in strict accordance with the Form of Proposal provided therefor, and all blank spaces for bids, alternates, and unit prices applicable to bidder's work shall be properly filled in. When requested alternates are not bid, the proposer shall so indicate by the words "No Bid". Any blanks shall also be interpreted as "No Bid". The bidder agrees that bid on Form of Proposal detached from specifications will be considered and will have the same force and effect as if attached thereto. Photocopied or faxed proposals will not be considered. Numbers shall be stated both in writing and in figures for the base bids and alternates. If figures and writing differ, the written number will supersede the figures.

Any modifications to the Form of Proposal (including alternates and/or unit prices) will disqualify the bid and may cause the bid to be rejected.

The bidder shall fill in the Form of Proposal as follows:

- a. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
- b. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
- c. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
- d. If the proposal is made by a joint venture, it shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable.
- e. All signatures shall be properly witnessed.
- f. If the Contractor's license of a bidder is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the proposal. The title "Licensee" shall appear under his/her signature.

Proposals should be addressed as indicated in the Advertisement for Bids and be delivered, enclosed in an opaque sealed envelope, marked "Proposal" and bearing the title of the work, name of the bidder, and the Contractor's license number of the bidder. Bidders should clearly mark on the outside of the bid envelope which contract(s) they are bidding.

Bidder shall identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts or an affidavit indicating work under contract will be self-performed, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f). Failure to comply with these requirements is grounds for rejection of the bid.

For projects bid in the single-prime alternative, the names and license numbers of major Subcontractors shall be listed on the proposal form.

It shall be the specific responsibility of the bidder to deliver his bid to the proper official at the selected place and prior to the announced time for the opening of bids. Later delivery of a bid for any reason, including delivery by any delivery service, shall disqualify the bid.

Unit prices quoted in the proposal shall include overhead and profit and shall be the full compensation for the Contractor's cost involved in the work. See General Conditions, Article 19c-1.

## **2. EXAMINATION OF CONDITIONS**

It is understood and mutually agreed that by submitting a bid the bidder acknowledges that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the bidder acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications and other contract documents for the construction of the work and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in cooperation with other Contractors performing work on the site.

Reference is made to contract documents for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the designer in preparing the documents. The owner will make copies of all such surveys and reports available to the bidder upon request.

Each bidder may, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the owner. Any reasonable request for access to the site will be honored by the owner.

## **3. BULLETINS AND ADDENDA**

Any addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. It shall be the bidder's responsibility to ascertain prior to bid time the addenda issued and to see that his bid includes any changes thereby required.

Should the bidder find discrepancies in, or omission from, the drawings or documents or should he be in doubt as to their meaning, he shall at once notify the designer who will send written instructions in the form of addenda to all bidders. Notification should be no later than seven (7) days prior to the date set for receipt of bids. Neither the owner nor the designer will be responsible for any oral instructions.

All addenda should be acknowledged by the bidder(s) on the Form of Proposal. However, even if not acknowledged, by submitting a bid, the bidder has certified that he has reviewed all issued addenda and has included all costs associated within his bid.

#### **4. BID SECURITY**

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a bid bond in an amount equal to not less than five percent (5%) of the proposal, said deposit to be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law (G.S. 143-129).

Bid bond shall be conditioned that the surety will, upon demand, forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract. The owner may retain bid securities of any bidder(s) who may have a reasonable chance of award of contract for the full duration of time stated in the Notice to Bidders. Other bid securities may be released sooner, at the discretion of the owner. All bid securities (cash or certified checks) shall be returned to the bidders promptly after award of contracts, and no later than seven (7) days after expiration of the holding period stated in the Notice to Bidders. Standard Form of Bid Bond is included in these specifications and shall be used.

#### **5. RECEIPT OF BIDS**

Bids shall be received in strict accordance with requirements of the General Statutes of North Carolina. Bid security shall be required as prescribed by statute. Prior to the closing of the bid, the bidder will be permitted to change or withdraw his bid. Guidelines for opening of public construction bids entitled "Guidelines for Opening of Public Construction Bids" are available from the State Construction Office and are available online at <https://files.nc.gov/ncdoa/documents/files/sbcbids1.pdf>.

#### **6. OPENING OF BIDS**

Bid opening shall be private. Once bidding is closed, there shall not be any withdrawal of bids by any bidder and no bids may be returned by the designer to any bidder. After the opening of bids, no bid may be withdrawn, except under the provisions of General Statute 143-129.1, for a period of thirty days unless otherwise specified. Should the successful bidder default and fail to execute a contract, the contract may be awarded to the next lowest and responsible bidder. The owner reserves the unqualified right to reject any and all bids. Reasons for rejection may include, but shall not be limited to, the following:

- a. If the Form of Proposal furnished to the bidder is not used or is altered.
- b. If the bidder fails to insert a price for all bid items, alternate and unit prices requested.
- c. If the bidder adds any provisions reserving the right to accept or reject any award.
- d. If there are unauthorized additions or conditional bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- e. If the bidder fails to complete the proposal form where information is requested so the bid may be properly evaluated by the owner.
- f. If the unit prices contained in the bid schedule are unacceptable to the owner.
- g. If the bidder fails to comply with other instructions stated herein.

## **7. BID EVALUATION**

The award of the contract will be made to the lowest responsible bidder as soon as practical. The owner may award on the basis of the base bid and any alternates the owner chooses.

Before awarding a contract, the owner may require the apparent low bidder to qualify himself to be a responsible bidder by furnishing any or all of the following data:

- a. The latest financial statement showing assets and liabilities of the company or other information satisfactory to the owner.
- b. A listing of completed projects of similar size.
- c. Permanent name and address of place of business.
- d. The number of regular employees of the organization and length of time the organization has been in business under present name.
- e. The name and home office address of the surety proposed and the name and address of the responsible local claim agent.
- f. The names of members of the firms who hold appropriate trade licenses, together with license numbers.
- g. If prequalified, Contractor info will be reviewed and evaluated comparatively to submitted prequalification package.

Failure or refusal to furnish any of the above information, if requested, shall constitute a basis for disqualification of any bidder.

In determining the lowest responsible, responsive bidder, the owner shall take into consideration the bidder's compliance with the requirements of G.S. 143-128.2(c), the past performance of the bidder on construction contracts with particular concern given to completion times, quality of work, cooperation with other Contractors, and cooperation with the designer and owner. Failure of the low bidder to furnish affidavit and/or documentation as required by G.S. 143-128.2(c) shall constitute a basis for disqualification of the bid.

Should the owner adjudge that the apparent low bidder is not the lowest responsible, responsive bidder by virtue of the above information, said apparent low bidder will be so notified and his bid security shall be returned to him.

## **8. PERFORMANCE BOND**

The successful bidder, upon award of contract, shall furnish a performance bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

## **9. PAYMENT BOND**

The successful bidder, upon award of contract, shall furnish a payment bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

## **10. PAYMENTS**

Payments to the successful bidders (Contractors) will be made on the basis of monthly estimates. See Article 31, General Conditions.

## **11. PRE-BID CONFERENCE**

No Pre-Bid Conference shall be held for this project.

## **12. SUBSTITUTIONS**

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until ten (10) days prior to the receipt of bids when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

- a. Name, address, and telephone number of manufacturer and supplier as appropriate.
- b. Trade name, model or catalog designation.
- c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- e. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

# GENERAL CONDITIONS OF THE CONTRACT

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## ARTICLE 1 - DEFINITIONS

- a. The **contract documents** consist of the Notice to Bidders; Instructions to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the proposal; the contract; the performance bond; the payment bond; and insurance certificates. All of these items together form the contract.
- b. The **owner** is Granville County, a body politic and corporate of the State of North Carolina.
- c. The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer. They will be referred to hereinafter as if each were of the singular number, masculine gender.
- d. The **Contractor**, as referred to hereinafter, shall be deemed to be either of the several contracting parties called the "Party of the First Part" in either of the several contracts in connection with the total project. Where, in special instances hereinafter, a particular Contractor is intended, an adjective precedes the word "Contractor," as "general," "heating," etc. For the purposes of a single prime contract, the term Contractor shall be deemed to be the single contracting entity identified as the "Party of the First Part" in the single Construction Contract. Any references or adjectives that name or infer multiple prime Contractors shall be interpreted to mean the single prime Contractor.
- e. A **Subcontractor**, as the term is used herein, shall be understood to be one who has entered into a direct contract with a Contractor, and includes one who furnishes materials worked to a special design in accordance with plans and specifications covered by the contract, but does not include one who only sells or furnishes materials not requiring work so described or detailed.
- f. **Written notice** shall be defined as notice in writing delivered in person to the Contractor, or to a partner of the firm in the case of a partnership, or to a member of the contracting organization, or to an officer of the organization in the case of a corporation, or sent to the last known business address of the contracting organization by registered mail.
- g. **Work**, as used herein as a noun, is intended to include materials, labor, and workmanship of the appropriate Contractor.
- h. The **project** is the total construction work to be performed under the contract documents by the several Contractors.
- i. **Project Expediter**, as used herein, is an entity stated in the contract documents, designated to effectively facilitate scheduling and coordination of work activities. See Article 14(f) for responsibilities of a Project Expediter. **For the purposes of a single prime contract, the single prime Contractor shall be designated as the Project Expediter.**
- j. **Change order**, as used herein, shall mean a written order to the Contractor subsequent to the signing of the contract authorizing a change in the contract. The change order shall be signed by the Contractor, designer and the owner, in that order (Article 19).



- k. **Field Order**, as used herein, shall mean a written approval for the Contractor to proceed with the work requested by owner prior to issuance of a formal Change Order. The field order shall be signed by the Contractor, designer, and owner.
- l. **Time of completion**, as stated in the contract documents, is to be interpreted as consecutive calendar days measured from the date established in the written Notice to Proceed, or such other date as may be established herein (Article 23).
- m. **Liquidated damages**, as stated in the contract documents, is an amount reasonably estimated in advance to cover the consequential damages associated with the Owner's economic loss in not being able to use the Project for its intended purposes at the end of the contract's completion date as amended by change order, if any, by reason of failure of the Contractor(s) to complete the work within the time specified. Liquidated damages does not include the Owner's extended contract administration costs (including but not limited to additional fees for architectural and engineering services, testing services, inspection services, commissioning services, etc.), such other damages directly resulting from delays caused solely by the Contractor, or consequential damages that the Owner identified in the bid documents that may be impacted by any delay caused solely by the Contractor (e.g., if a multi-phased project-subsequent phases, delays in start other projects that are dependent on the completion of this Project, extension of leases and/or maintenance agreements for other facilities).
- n. **Surety**, as used herein, shall mean the bonding company or corporate body which is bound with and for the Contractor, and which engages to be responsible for the Contractor and his acceptable performance of the work.
- o. **Routine written communications between the Designer and the Contractor** are any communication other than a "request for information" provided in letter, memo, or transmittal format, sent by mail, courier, electronic mail, or facsimile. Such communications cannot be identified as "request for information".
- p. **Clarification or Request for information (RFI)** is a request from the Contractor seeking an interpretation or clarification by the Designer relative to the contract documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation and why the response is needed. The RFI must set forth the Contractor's interpretation or understanding of the contract documents requirements in question, along with reasons for such an understanding.
- q. **Approval** means written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the work.
- r. **Inspection** shall mean examination or observation of work completed or in progress to determine its compliance with contract documents.
- s. **"Equal to" or "approved equal"** shall mean materials, products, equipment, assemblies, or installation methods considered equal by the bidder in all characteristics (physical, functional, and aesthetic) to those specified in the contract documents. Acceptance of equal is subject to approval of Designer and owner.
- t. **"Substitution" or "substitute"** shall mean materials, products, equipment, assemblies, or installation methods deviating in at least one characteristic (physical, functional, or aesthetic) from those specified, but which in the opinion of the bidder would improve competition and/or enhance the finished installation. Acceptance of substitution is subject to the approval of the Designer and owner.

- u. **Provide** shall mean furnish and install complete in place, new, clean, operational, and ready for use.
- v. **Indicated and shown** shall mean provide as detailed, or called for, and reasonably implied in the contract documents.
- w. **Special inspector** is one who inspects materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with the approved construction documents and referenced standards.
- x. **Commissioning** is a quality assurance process that verifies and documents that building components and systems operate in accordance to the owner's project requirements and the project design documents.
- y. **Designer Final Inspection** is the inspection performed by the design team to determine the completeness of the project in accordance with approved plans and specifications. This inspection occurs prior to final inspection.
- z. **Final Inspection** is the inspection performed by Granville County Inspections Division to determine the completeness of the project in accordance with NC Building Codes and approved plans and specifications.
- aa. **Beneficial Occupancy** is requested by the owner and is occupancy or partial occupancy of the building after all life safety items have been completed as determined by the Granville County Inspections Division. Life safety items include but not limited to fire alarm, sprinkler, egress and exit lighting, fire rated walls, egress paths and security.
- bb. **Final Acceptance** is the date in which the Granville County Inspections Division and the Owner accept the construction as totally complete. This includes the Granville County Inspections Division Final Inspection and certification by the designer that all punch lists are completed.

## ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

- a. The drawings and specifications are complementary, one to the other, and that which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a bid for a complete job. In case of discrepancy or disagreement in the contract documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.
- b. The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.
- c. The Contractor shall execute each copy of the proposal, contract, performance bond and payment bond as follows:
  - 1. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
  - 2. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.

3. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
4. If the documents are made by a joint venture, they shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable to each particular member.
5. All signatures shall be properly witnessed.
6. If the Contractor's license is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the contract. The title "Licensee" shall appear under his/her signature.
7. The bonds shall be executed by an attorney-in-fact. There shall be attached to each copy of the bond a certified copy of power of attorney properly executed and dated.
8. Each copy of the bonds shall be countersigned by an authorized individual agent of the bonding company licensed to do business in North Carolina. The title "Licensed Resident Agent" shall appear after the signature.
9. The seal of the bonding company shall be impressed on each signature page of the bonds.
10. The Contractor's signature on the performance bond and the payment bond shall correspond with that on the contract. The date of performance and payment bond shall not be prior to the date of the contract.

### **ARTICLE 3 - CLARIFICATIONS AND DETAIL DRAWINGS**

- a. In such cases where the nature of the work requires clarification by the designer, such clarification shall be furnished by the designer with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of contract documents and shall become a part thereof.
- b. The Contractor(s) and the designer shall prepare, if deemed necessary, a schedule fixing dates upon which foreseeable clarifications will be required. The schedule will be subject to addition or change in accordance with progress of the work. The designer shall furnish drawings or clarifications in accordance with that schedule. The Contractor shall not proceed with the work without such detail drawings and/or written clarifications.

### **ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS**

The designer or Owner shall furnish free of charge to the Contractors electronic copies of plans and specifications. If requested by the Contractor, paper copies of plans and specifications shall be furnished free of charge as follows:

- a. General Contractor - Up to twelve (12) sets of general Contractor drawings and specifications, up to six (6) sets of which shall include drawings and specifications of all other contracts, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the Contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.

- b. Each other Contractor - Up to six (6) sets of the appropriate drawings and specifications, up to three (3) sets of which shall include drawings and specifications of all other contracts, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the Contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.
- c. Additional sets shall be furnished at cost, including mailing, to the Contractor upon request by the Contractor. This cost shall be stated in the bidding documents.
- d. For the purposes of a single-prime contract, the Contractor shall receive up to 10 sets of drawings and specifications, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the Contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.

#### **ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA**

- a. Within 15 consecutive calendar days after the notice to proceed, each prime Contractor shall submit a schedule for submission of all shop drawings, product data, samples, and similar submittals through the Project Expediter to the Designer. This schedule shall indicate the items, relevant specification sections, other related submittal, data, and the date when these items will be furnished to the designer.
- b. The Contractor(s) shall review, approve and submit to the Designer all Shop Drawings, Coordination Drawings, Product Data, Samples, Color Charts, and similar submittal data required or reasonably implied by the Contract Documents. Required Submittals shall bear the Contractor's stamp of approval, any exceptions to the Contract Documents shall be noted on the submittals, and copies of all submittals shall be of sufficient quantity for the Designer to retain up to three (3) copies of each submittal for his own use plus additional copies as may be required by the Contractor. Submittals shall be presented to the Designer in accordance with the schedule submitted in paragraph (a). so as to cause no delay in the activities of the Owner or of separate Contractors.
- c. The Designer shall review required submittals promptly, noting desired corrections if any, and retaining three (3) copies (1 for the Designer, 1 for the owner and 1 for Granville County Inspections Division) for his use. The remaining copies of each submittal shall be returned to the Contractor not later than twenty (20) days from the date of receipt by the Designer, for the Contractor's use or for corrections and resubmittal as noted by the Designer. When resubmittals are required, the submittal procedure shall be the same as for the original submittals.
- d. Approval of shop drawings/submittals by the Designer shall not be construed as relieving the Contractor from responsibility for compliance with the design or terms of the contract documents nor from responsibility of errors of any sort in the shop drawings, unless such lack of compliance or errors first have been called in writing to the attention of the Designer by the Contractor.

#### **ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE**

- a. The Contractor shall maintain, in readable condition at his job office, one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the designer, his authorized representative, owner or Granville County Inspections Division.

- b. The Contractor shall maintain at the job office, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the Contractor and submitted to the designer upon project completion and no later than 30 days after final acceptance of the project.
- c. The Contractor shall maintain at the job office a record of all required tests that have been performed, clearly indicating the scope of work inspected and the date of approval or rejection.

## **ARTICLE 7 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS**

All drawings and specifications are instruments of service and remain the property of the owner. The use of these instruments on work other than this contract without permission of the owner is prohibited. All copies of drawings and specifications other than contract copies shall be returned to the owner upon request after completion of the work.

## **ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES**

- a. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding 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 therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of 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. Upon notice, the Contractor shall furnish evidence as to quality of materials.
- 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 manufacturers 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, manufacturer 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. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; such approval or disapproval shall be made by the designer prior to the opening of bids. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.

- g. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from grounds.

#### **ARTICLE 9 - ROYALTIES, LICENSES AND PATENTS**

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The Contractor shall protect and save harmless the owner against suit on account of alleged or actual infringement. The Contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

#### **ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS**

- a. The Contractor shall give all notices 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 specifications are at variance therewith, he shall promptly notify the designer in writing. See Instructions to Bidders, Paragraph 3, Bulletins and Addenda. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. 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 designer, he shall bear all cost arising therefrom. Additional requirements implemented after bidding will be subject to equitable negotiations.
- b. All work under this contract shall conform to the North Carolina State Building Code and other State, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the Contractor and included within the bid proposal. All water taps, meter barrels, vaults and impact fees shall be paid by the Contractor unless otherwise noted.

## ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

- a. The Contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property, or of that of others on the job, by them, their personnel, or their Subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All Contractors shall have access to the project at all times.
- b. The Contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the Subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The Contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around same. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The Contractor shall provide all necessary safety measures for the protection of all persons on the job, 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. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. 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 II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- g. The Contractor shall designate a responsible person of his organization as safety officer/inspector to inspect the project site for unsafe health and safety hazards, to report these hazards to the Contractor for correction, and whose duties also include accident prevention on the project, and to provide other safety and health measures on the project site as required by the terms and conditions of the contract. The name of the safety inspector shall be made known to the designer and owner at the time of the preconstruction conference and in all cases prior to any work starting on the project.
- h. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the Contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage.

Any compensation claimed by the Contractor on account of such action shall be determined as provided for under Article 19(b).

- i. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the Contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

#### **ARTICLE 12 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973**

- a. Any land-disturbing activity performed by the Contractor(s) in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).
- b. Upon receipt of notice that a land-disturbing activity is in violation of said act, the Contractor(s) shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.
- c. The Contractor(s) shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 against any party or persons described in this article.
- d. To the fullest extent permitted by law, the Contractor(s) shall indemnify and hold harmless the owner, the designer and the agents, consultants and employees of the owner and designer, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

#### **ARTICLE 13 - INSPECTION OF THE WORK**

- a. It is a condition of this contract that the work shall be subject to inspection during normal working hours and during any time work is in preparation and progress by the designer, designated official representatives of the owner, Granville County Inspections Division and those persons required by state law to test special work for official approval. The Contractor shall therefore provide safe access to the work at all times for such inspections.
- b. All instructions to the Contractor will be made only by or through the designer or his designated project representative. Observations made by official representatives of the owner shall be conveyed to the designer for review and coordination prior to issuance to the Contractor.
- c. All work shall be inspected by designer, special inspector and/or Granville County Inspections Division prior to being covered by the Contractor. Contractor shall give a minimum two weeks' notice unless otherwise agreed to by all parties. If inspection fails, after the first reinspection all costs associated with additional re-inspections shall be borne by the Contractor.



- d. Where special inspection or testing is required by virtue of any state laws, instructions of the designer, specifications or codes, the Contractor shall give adequate notice to the designer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the designer. Such special tests or inspections will be made in the presence of the designer, or his authorized representative, and it shall be the Contractor's responsibility to serve ample notice of such tests.
- e. All laboratory tests shall be paid by the owner unless provided otherwise in the contract documents except the general Contractor shall pay for laboratory tests to establish design mix for concrete, and for additional tests to prove compliance with contract documents where materials have tested deficient except when the testing laboratory did not follow the appropriate ASTM testing procedures.
- f. Should any work be covered up or concealed prior to inspection and approval by the designer, special inspector, and/or Granville County Inspections Division such work shall be uncovered or exposed for inspection, if so requested by the designer in writing. Inspection of the work will be made upon notice from the Contractor. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition, the work that has been covered or concealed will be paid by the Contractor involved.

#### **ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE**

- a. Throughout the progress of the work, each Contractor shall keep at the job site, a competent superintendent and supervisory staff satisfactory to the designer and the owner. The superintendent and supervisory staff shall not be changed without the consent of the designer and owner unless said superintendent ceases to be employed by the Contractor or ceases to be competent as determined by the Contractor, designer or owner. The superintendent and other staff designated by the Contractor in writing shall have authority to act on behalf of the Contractor, and instructions, directions or notices given to him shall be as binding as if given to the Contractor. However, directions, instructions, and notices shall be confirmed in writing.
- b. The Contractor shall examine and study the drawings and specifications and fully understand the project design, and shall provide constant and efficient supervision to the work. Should he discover any discrepancies of any sort in the drawings or specifications, he shall report them to the designer without delay. He will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible to report them should they become known to him.
- c. All Contractors shall be required to cooperate and consult with each other during the construction of this project. Prior to installation of work, all Contractors shall jointly prepare coordination drawings, showing locations of various ductworks, piping, motors, pumps, and other mechanical or electrical equipment, in relation to the structure, walls and ceilings. These drawings shall be submitted to the designer through the Project Expediter for information only. Each Contractor shall lay out and execute his work to cause the least delay to other Contractors. Each Contractor shall be financially responsible for any damage to other Contractor's work and for undue delay caused to other Contractors on the project.
- d. The Contractor is required to attend job site progress conferences as called by the designer. The Contractor shall be represented at these job progress conferences by both home office and project personnel. These representatives shall have authority to act on behalf of the Contractor. These meetings shall be open to Subcontractors, material

suppliers and any others who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the project within the specified contract time. Each Contractor shall be prepared to assess progress of the work as required in his particular contract and to recommend remedial measures for correction of progress as may be appropriate. The designer or his authorized representative shall be the coordinator of the conferences and shall preside as chairman. The Contractor shall turn over a copy of his daily reports to the Designer and Owner at the job site progress conference. Owner will determine daily report format.

- e. The Contractor(s) shall, employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the work and to establish a benchmark in a location where same will not be disturbed and where direct instruments sights may be taken.
- f. The designer shall designate a Project Expediter on projects involving two or more prime contracts. The Project Expediter shall be designated in the Supplementary General Conditions. The Project Expediter shall have at a minimum the following responsibilities.
  - 1. Prepare the project construction schedule and shall allow all prime Contractors (multi-prime contract) and Subcontractors (single-prime contract) performing general, plumbing, HVAC, and electrical work equal input into the preparation of the initial construction schedule.
  - 2. Maintain a project progress schedule for all Contractors.
  - 3. Give adequate notice to all Contractors to ensure efficient continuity of all phases of the work.
  - 4. Notify the designer of any changes in the project schedule.
  - 5. Recommend to the owner whether payment to a Contractor shall be approved.
- g. It shall be the responsibility of the Project Expediter to cooperate with and obtain from several prime Contractors and Subcontractors on the job, their respective work activities and integrate these activities into a project construction schedule in form of a detailed bar chart or Critical Path Method (CPM), schedule. Each prime Contractor shall provide work activities within fourteen (14) days of request by the Project Expediter. A “work activity”, for scheduling purposes, shall be any component or contractual requirement of the project requiring at least one (1) day, but not more than fourteen (14) days, to complete or fulfill. The project construction schedule shall graphically show all salient features of the work required to construct the project from start to finish and within the allotted time established in the contract. The time (in days) between the Contractor’s early completion and contractual completion dates is part of the project total float time; and shall be used as such, unless amended by a change order. On a multi-prime project, each prime Contractor shall review the proposed construction schedule and approve same in writing. The Project Expediter shall submit the proposed construction schedule to the designer for comments. The complete Project construction schedule shall be of the type set forth in the Supplementary General Condition or subparagraph (1) or (2) below, as appropriate:

1. For a project with total contracts of \$500,000 or less, a bar chart schedule will satisfy the above requirement. The schedule shall indicate the estimated starting and completion dates for each major element of the work.
2. For a project with total contracts over \$500,000, a Critical Path Method (CPM) schedule shall be utilized to control the planning and scheduling of the Work. The CPM schedule shall be the responsibility of the Project Expediter and shall be paid for by the Project Expediter.

**Bar Chart Schedule:** Where a bar chart schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by designers, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of final punchlist(s). Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

**CPM Schedule:** Where a CPM schedule is required, it shall be in time-scaled precedence format using the Project Expediter's logic and time estimates. The CPM schedule shall be drawn or plotted with activities grouped or zoned by Work area or subcontract as opposed to a random (or scattered) format. The CPM schedule shall be time-scaled on a weekly basis and shall be drawn or plotted at a level of detail and logic which will schedule all salient features of the work to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of final punchlist(s). Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

The CPM schedule will identify and describe each activity, state the duration of each activity, the calendar dates for the early and late start and the early and late finish of each activity, and clearly highlight all activities on the critical path. "Total float" and "free float" shall be indicated for all activities. Float time shall not be considered for the exclusive use or benefit of either the Owner or the Contractor, but must be allocated in the best interest of completing the Work within the Contract time. Extensions to the Contract time, when granted by Change Order, will be granted only when equitable time adjustment exceeds the Total Float in the activity or path of activities affected by the change. On contracts with a price over \$2,500,000, the CPM schedule shall also show what part of the Contract Price is attributable to each activity on the schedule, the sum of which for all activities shall equal the total Contract Price.

**Early Completion of Project:** The Contractor may attempt to complete the project prior to the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time

for Completion or the Contract Completion Date. The Contractor shall not be required to pay liquidated damages to the Owner because of its failure to complete by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for early completion nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to complete earlier than the date required by the Contract Documents.

- h. The proposed project construction schedule shall be presented to the designer no later than fifteen (15) days after written notice to proceed. No application for payment will be processed until this schedule is accepted by the designer and owner.
- i. The approved project construction schedule shall be distributed to all Contractors and displayed at the job site by the Project Expediter.
- j. The several Contractors shall be responsible for their work activities and shall notify the Project Expediter of any necessary changes or adjustments to their work. The Project Expediter shall maintain the project construction schedule, making biweekly adjustments, updates, corrections, etc., that are necessary to finish the project within the Contract time, keeping all Contractors and the designer fully informed. Copy of a bar chart schedule annotated to show the current progress shall be submitted by the Contractor(s) to the designer, along with monthly request for payment. For project requiring CPM schedule, the Contractor shall submit a biweekly report of the status of all activities. The bar chart schedule or status report shall show the actual Work completed to date in comparison with the original Work scheduled for all activities. If any activities of the work of several Contractors are behind schedule, the Contractor must indicate in writing, what measures will be taken to bring each such activity back on schedule and to ensure that the Contract Completion Date is not exceeded. A plan of action and recovery schedule shall be developed and submitted to the designer by the Project Expediter, when  
(1) the Contractor's report indicates delays, that are in the opinion of the designer or the owner, of sufficient magnitude that the Contractor's ability to complete the work by the scheduled completion is brought into question; (2) the updated construction schedule is thirty (30) days behind the planned or baseline schedule and no legitimate time extensions, as determined by the Designer, are in process; and (3) the Contractor desires to make changes in the logic (sequencing of work) or the planned duration of future activities of the CPM schedule which, in the opinion of the designer or the owner, are of a major nature. The plan of action, when required shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand. Failure to provide an updated construction schedule or a recovery schedule may be grounds for rejection of payment applications or withholding of funds as set forth in Article 33.
- k. The Project Expediter shall notify each Contractor of such events or time frames that are critical to the progress of the job. Such notice shall be timely and reasonable. Should the progress be delayed due to the work of any of the several Contractors, it shall be the duty of the Project Expediter to immediately notify the Contractor(s) responsible for such delay, the designer, the Granville County Inspections Division and other prime Contractors. The designer shall determine the Contractor(s) who caused the delays and notify the bonding company of the responsible Contractor(s) of the delays; and shall make a recommendation to the owner regarding further action.
- l. Designation as Project Expediter entails an additional project control responsibility and does not alter in any way the responsibility of the Contractor so designated, nor the

responsibility of the other Contractors involved in the project. The project expeditor's Superintendent(s) shall be in attendance at the Project site at all times when work is in progress unless conditions are beyond the control of the Contractor or until termination of the Contract in accordance with the Contract Documents. It is understood that such Superintendent shall be acceptable to the Owner and Designer and shall be the one who will be continued in that capacity for the duration of the project unless he ceases to be on the Contractor's payroll or the Owner otherwise agrees. The Superintendent shall not be employed on any other project for or by the Contractor or by any other entity during the course of the Work. If the Superintendent is employed by the Contractor on another project without the Owner's approval, then the Owner may deduct from the Contractor's monthly general condition costs and amount representing the Superintendent's cost and shall deduct that amount for each month thereafter until the Contractor has the Superintendent back on the Owner's Project full-time.

## **ARTICLE 15 - SEPARATE CONTRACTS AND CONTRACTOR RELATIONSHIPS**

- a. Effective from January 1, 2002, Chapter 143, Article 8, was amended, to allow public contracts to be delivered by the following delivery methods: single-prime, dual (single-prime and separate-prime), construction manager at risk, and alternative contracting method as approved by the State Building Commission. The Owner reserves the right to prepare separate specifications, receive separate bids, and award separate contracts for such other major items of work as may be in the best interest of the Owner. For the purposes of a single prime contract, refer to Article 1 – Definitions.
- b. All Contractors shall cooperate with each other in the execution of their work and shall plan their work in such manner as to avoid conflicting schedules or delay of the work. See Article 14, Construction Supervision.
- c. If any part of Contractor's work depends upon the work of another Contractor, defects which may affect that work shall be reported to the designer in order that prompt inspection may be made and the defects corrected. Commencement of work by a Contractor where such condition exists will constitute acceptance of the other Contractor's work as being satisfactory in all respects to receive the work commenced, except as to defects which may later develop. The designer shall be the judge as to the quality of work and shall settle all disputes on the matter between Contractors.
- d. Any mechanical or electrical work such as sleeves, inserts, chases, openings, penetrations, etc., which is located in the work of the general Contractor shall be built in by the general Contractor. The respective mechanical and electrical Contractors shall set all sleeves, inserts and other devices that are to be incorporated into the structure in cooperation and under the supervision of the general Contractor. The responsibility for the exact location of such items shall be that of the mechanical and/or electrical Contractor.
- e. The designer and the owner shall have access to the work whenever it is in preparation and progress and during normal working hours. The Contractor shall provide facilities for such access so the designer may perform his functions under the contract documents.
- f. Should a Contractor cause damage to the work or property of another Contractor, he shall be directly responsible, and upon notice, shall promptly settle the claim or otherwise resolve the dispute.

## **ARTICLE 16 - SUBCONTRACTS AND SUBCONTRACTORS**

- a. Within thirty (30) days after award of the contract, the Contractor shall submit to the designer and owner a list giving the names and addresses of Subcontractors and equipment and material suppliers he proposes to use, together with the scope of their respective parts of the work. Should any Subcontractor be disapproved by the designer or owner, the Contractor shall submit a substitute for approval. The designer and owner shall act promptly in the approval of Subcontractors, and when approval of the list is given, no changes of Subcontractors will be permitted except for cause or reason considered justifiable by the designer or owner.
- b. The designer will furnish to any Subcontractor, upon request, evidence regarding amounts of money paid to the Contractor on account of the Subcontractor's work.
- c. The Contractor is and remains fully responsible for his own acts or omissions as well as those of any Subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the Subcontractor and the owner in regard to the contract, and that the Subcontractor acts on this work as an agent or employee of the Contractor.
- d. The owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

#### **ARTICLE 17 - CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS**

The Contractor agrees that the terms of these contract documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships, and that payments to Subcontractors shall be made in accordance with the provisions of G.S. 143-134.1 titled "Interest on final payments due to prime Contractors; payments to Subcontractors."

- a. On all public construction contracts which are let by a board or governing body of the state government or any political subdivision thereof, except contracts let by the Department of Transportation pursuant to G.S. 136-28.1, the balance due prime Contractors shall be paid in full within 45 days after respective prime contracts of the project have been accepted by the owner, certified by the architect, engineer or designer to be completed in accordance with terms of the plans and specifications, or occupied by the owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever the architect or consulting engineer in charge of the project determines that delay in completion of the project in accordance with terms of the plans and specifications is the fault of the Contractor, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45day limit. No payment shall be delayed because of the failure of another prime Contractor on such project to complete his contract. Should final payment to any prime Contractor beyond the date such contracts have been certified to be completed by the designer or architect, accepted by the owner, or occupied by the owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said prime Contractor shall be paid interest, beginning on the 46th day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is

agreed upon on such unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due a prime Contractor during construction shall be paid in accordance with the payment provisions of the contract documents or said prime Contractor shall be paid interest on any such unpaid amount at the rate stipulated above for delayed final payments. Such interest shall begin on the date the payment is due and continue until the date on which payment is made. Such due date may be established by the terms of the contract. Where a conditional acceptance of a contract exists, and where the owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

- b. Within seven days of receipt by the prime Contractor of each periodic or final payment, the prime Contractor shall pay the Subcontractor based on work completed or service provided under the subcontract. Should any periodic or final payment to the Subcontractor be delayed by more than seven days after receipt of periodic or final payment by the prime Contractor, the prime Contractor shall pay the Subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due.
- c. The percentage of retainage on payments made by the prime Contractor to the Subcontractor shall not exceed the percentage of retainage on payments made by the owner to the prime Contractor. Any percentage of retainage on payments made by the prime Contractor to the Subcontractor that exceeds the percentage of retainage on payments made by the owner to the prime Contractor shall be subject to interest to be paid by the prime Contractor to the Subcontractor at the rate of one percent (1%) per month or fraction thereof.
- d. Nothing in this section shall prevent the prime Contractor at the time of application and certification to the owner from withholding application and certification to the owner for payment to the Subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that claim will be filed; failure of Subcontractor to make timely payments for labor, equipment and materials; damage to prime Contractor or another Subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by owner.

## **ARTICLE 18 - DESIGNER'S STATUS**

- a. The designer shall provide general administration of the performance of construction contracts, including liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the owner only for the purpose of constructing this work and to the extent stipulated in the contract documents. He has authority to direct work to be performed, to stop work, to order work removed, or to order corrections of faulty work, where any such action by the designer may be necessary to assure successful completion of the work.
- b. The designer is the impartial interpreter of the contract documents, and, as such, he shall exercise his powers under the contract to enforce faithful performance by both the owner and the Contractor, taking sides with neither.
- c. Should the designer cease to be employed on the work for any reason whatsoever, then the owner shall employ a competent replacement who shall assume the status of the former designer.

- d. The designer and his consultants will make inspections of the project. He will inspect the progress, the quality and the quantity of the work.
- e. The designer and the owner shall have access to the work whenever it is in preparation and progress during normal working hours. The Contractor shall provide facilities for such access so the designer and owner may perform their functions under the contract documents.
- f. Based on the designer's inspections and evaluations of the project, the designer shall issue interpretations, directives and decisions as may be necessary to administer the project. His decisions relating to artistic effect and technical matters shall be final, provided such decisions are within the limitations of the contract.

## **ARTICLE 19 - CHANGES IN THE WORK**

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the Contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the Contractor except upon receipt of approved change order or written field order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

A field order, transmitted by fax, electronically, or hand delivered, may be used where the change involved impacts the critical path of the work. A formal change order shall be issued as expeditiously as possible.

In the event of emergency endangering life or property, the Contractor may be directed to proceed on a time and material basis whereupon the Contractor shall proceed and keep accurately on such form as specified by the designer or owner, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, Contractors are restricted to the use of the following methods:
  - 1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, and Owner the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c2 herein. If neither party elects to proceed under c2, then unit prices shall apply.
  - 2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.



- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all Contractors (the single contracting entity (prime), his Subcontractors(1<sup>st</sup> tier subs), or their sub-Subcontractors (2<sup>nd</sup> tier subs, 3<sup>rd</sup> tier subs, etc)) shall be allowed a maximum of 10% on work they each self-perform; the prime Contractor shall be allowed a maximum of 5% on contracted work of his 1<sup>st</sup> tier sub; 1<sup>st</sup> tier, 2<sup>nd</sup> tier, 3<sup>rd</sup> tier, etc Contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the Contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
1. The actual costs of materials and supplies incorporated or consumed as part of the work;
  2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
  3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
  4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
  5. The actual costs of premiums for bonds, insurance, permit fees, and sales or use taxes related to the work.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.

- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. In all change orders, the procedure will be for the designer to request proposals for the change order work in writing. The Contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the Contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the Contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the Contractor for his signature or otherwise respond, in writing, to

the Contractor's proposal. Within seven (7) days after receipt of the change order executed by the Contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order within seven (7) days of receipt. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedure.

- h. At the time of signing a change order, the Contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

- i. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- j. If, during the progress of the work, the owner requests a change order and the Contractor's terms are unacceptable, the owner may require the Contractor to perform such work on a time and material basis whereupon the Contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

## **ARTICLE 20 - CLAIMS FOR EXTRA COST**

- a. Should the Contractor consider that as a result of instructions given by the designer, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the designer within seven (7) days without delay. The written notice shall clearly state that a claim for extra cost is being made and shall provide a detailed justification for the extra cost. The Contractor shall not proceed with the work affected until further advised, except in emergency involving the safety of life or property, which condition is covered in Article 19(b) and Article 11(h). No claims for extra compensation shall be considered unless the claim is so made. The designer shall render a written decision within seven (7) days of receipt of claim.
- b. The Contractor shall not act on instructions received by him from persons other than the designer, and any claims for extra compensation or extension of time on account of such instruction will not be honored. The designer shall not be responsible for misunderstandings claimed by the Contractor of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.
- c. Should a claim for extra compensation that complies with the requirements of (a) above by the Contractor and is denied by the designer or owner, the Contractor may follow the dispute resolution procedures set out in Article 55.

## **ARTICLE 21 - MINOR CHANGES IN THE WORK**

The designer will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents. Such changes shall be effected by written order and shall be binding on the owner and the Contractor.

## **ARTICLE 22 - UNCORRECTED FAULTY WORK**

Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the owner and the designer, the owner shall be reimbursed by the Contractor. A change order will be issued to reflect a reduction in the contract sum.

## **ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME**

- a. The time of completion is stated in the Supplementary General Conditions and in the Form of Construction Contract. The Project Expediter, upon notice of award of contract, shall prepare a construction schedule to complete the project within the time of completion as required by Article 14.
- b. The Contractors shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from the designer and shall fully complete all work hereunder within the time of completion stated. Time is of the essence and the Contractor acknowledges the Owner will likely suffer financial damage for failure to complete the work within the time of completion. For each day in excess of the above number of days, the Contractor(s) shall pay the owner the sum stated as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the owner by reason of failure of said Contractor(s) to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof.
- c. In the event of multiple prime Contractors, the designer shall be the judge as to the division of responsibility between the Contractor(s), based on the construction schedule, weekly reports and job records, and shall apportion the amount of liquidated damages to be paid by each of them, according to delay caused by any or all of them.
- d. If the Contractor is delayed at any time in the progress of his work solely by any act or negligence of the owner, the designer, or by any employee of either; by any separate Contractor employed by the owner; by changes ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the Contractor's control; or by any other causes which the designer and owner determine may justify the delay, then the contract time may be extended by change order only for the time which the designer and owner may determine is reasonable.

Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the Contractor reflecting the effect of the weather on progress of the work and initialed by the designer's representative. No weather delays shall be considered after the building is dried in unless work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any Contractor claim for compensable damages for delays is limited to delays caused solely by the owner or

its agents. Contractor caused delays shall be accounted for before owner or designer caused delays in the case of concurrent delays.

- e. Request for extension of time shall be made in writing to the designer, copies to the owner, within twenty (20) days following cause of delay. In case of continuing cause for delay, the Contractor shall notify the Designer to the designer, copies to the owner, of the delay within 20 days of the beginning of the delay and only one claim is necessary.
- f. The Contractor shall notify his surety in writing of extension of time granted.
- g. No claim for time extension shall be allowed on account of failure of the designer to furnish drawings or instructions until twenty (20) days after demand for such drawings and/or instructions. See Article 5c. Demand must be in written form clearly stating the potential for delay unless the drawings or instructions are provided. Any delay granted will begin after the twenty (20) day demand period is concluded.

#### **ARTICLE 24 - PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY**

- a. The owner may desire to occupy or utilize all or a portion of the project prior to the completion of the project.
- b. Should the owner request a utilization of a building or portion thereof, the designer shall perform a designer final inspection of area after being notified by the Contractor that the area is ready for such. After the Contractor has completed designer final inspection punch list and the designer has verified, then the designer shall schedule a beneficial occupancy inspection at a time and date acceptable to the owner and Contractor(s) and Granville County Inspections Division. If beneficial occupancy is granted by the Granville County Inspections Division, in such areas the following will be established:
  - 1. The beginning of guarantees and warranties period for the equipment necessary to support. in the area.
  - 2. The owner assumes all responsibility for utility costs for entire building.
  - 2. Contractor will obtain consent of surety.
  - 3. Contractor will obtain endorsement from insurance company permitting beneficial occupancy.
- c. The owner shall have the right to exclude the Contractor from any part of the project which the designer has so certified to be substantially complete, but the owner will allow the Contractor reasonable access to complete or correct work to bring it into compliance with the contract.
- d. Occupancy by the owner under this article will in no way relieve the Contractor from his contractual requirement to complete the project within the specified time. The Contractor will not be relieved of liquidated damages because of beneficial occupancy. The designer may prorate liquidated damages based on the percentage of project occupied.

#### **ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT**

- a. Upon notification from the Contractor(s) that the project is complete and ready for inspection, the designer shall make a Designer final inspection to verify that the project is complete and ready for final inspection. Prior to final inspection, the Contractor(s) shall complete all items requiring corrective measures noted at the Designer

final inspection. The designer shall schedule a final inspection at a time and date acceptable to the owner, Contractor(s) and Granville County Inspections Division.

- b. At the final inspection, the designer and his consultants shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the contract documents. At the conclusion of the final inspection, the designer and Granville County Inspections Division representative shall make one of the following determinations:
  - 1. That the project is completed and accepted.
  - 2. That the project will be accepted subject to the correction of the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of final inspection or the owner may invoke Article 28, Owner's Right to Do Work.
  - 4. That the project is not complete and another date for a final inspection will be established.
- c. Within fourteen (14) days of final acceptance per Paragraph b1 or within fourteen (14) days after completion of punch list per Paragraph b2 above, the designer shall certify the work and issue applicable certificate(s) of compliance.
- d. Any discrepancies listed or discovered after the date of final inspection and acceptance under Paragraphs b1 or b2 above shall be handled in accordance with Article 42, Guarantee.
- f. The final acceptance date will establish the following:
  - 1. The beginning of guarantees and warranties period.
  - 2. The date on which the Contractor's insurance coverage for public liability, property damage and builder's risk may be terminated.
  - 3. That no liquidated damages (if applicable) shall be assessed after this date.
  - 4. The termination date of utility cost to the Contractor.
- g. **Prior to issuance of final acceptance date, the Contractor shall have his authorized representatives visit the project and give full instructions to the designated personnel regarding operating, maintenance, care, and adjustment of all equipment and special construction elements. In addition, the Contractor shall provide to the owner a complete instructional video (media format acceptable to the owner) on the operation, maintenance, care and adjustment of all equipment and special construction elements.**

#### **ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT**

- a. Any work, materials, fabricated items or other parts of the work which have been condemned or declared not in accordance with the contract by the designer shall be promptly removed from the work site by the Contractor, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the owner. Work or property of other Contractors or the owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the Contractor whose work is faulty.

- b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the designer, and shall make satisfactory progress, as determined by the designer, until completed.
- c. Should the Contractor fail to proceed with the required corrections, then the owner may complete the work in accordance with the provisions of Article 28.

#### **ARTICLE 27 - CORRECTION OF WORK AFTER FINAL PAYMENT**

See Article 35, Performance Bond and Payment Bond, and Article 42, Guarantee. Neither the final certificate, final payment, occupancy of the premises by the owner, nor any provision of the contract, nor any other act or instrument of the owner, nor the designer, shall relieve the Contractor from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. Contractor shall correct or make good any defects due thereto and repair any damage resulting there from, which may appear during the guarantee period following final acceptance of the work except as stated otherwise under Article 42, Guarantee. The owner will report any defects as they may appear to the Contractor and establish a time limit for completion of corrections by the Contractor. The owner will be the judge as to the responsibility for correction of defects.

#### **ARTICLE 28 - OWNER'S RIGHT TO DO WORK**

If, during the progress of the work or during the period of guarantee, the Contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the Contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the Contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the Contractor, then the Contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

#### **ARTICLE 29 - ANNULMENT OF CONTRACT**

If the Contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time above specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the Contractor and his surety of such delay, neglect or default, specifying the same, and if the Contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the surety shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof

or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said Contractor and surety. In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said Contractor, then the said Contractor and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the owner the amount of said excess.

### **ARTICLE 30 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT**

- a. Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or control of the Contractor, or if the owner should fail or refuse to make payment on account of a certificate issued by the designer within forty-five (45) days after receipt of same, then the Contractor, after fifteen (15) days' written notice sent by certified mail, return receipt requested, to the owner and the designer, may suspend operations on the work or terminate the contract.
- b. The owner shall be liable to the Contractor for the cost of all materials delivered and work performed on this contract plus 10 percent overhead and profit and shall make such payment. The designer shall be the judge as to the correctness of such payment.

### **ARTICLE 31 - REQUEST FOR PAYMENT**

- a. Not later than the fifth day of the month, the Contractor shall submit to the designer a request for payment for work done during the previous month. The request shall be in the form agreed upon between the Contractor and the designer, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:
  1. Total of contract including change orders.
  2. Value of work completed to date.
  3. Less five percent (5%) retainage, provided however, that after fifty percent (50%) of the Contractor's work has been satisfactorily completed on schedule, with approval of the owner and written consent of the surety, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule.
  4. Less previous payments.
  5. Current amount due.
- b. The Contractor, upon request of the designer, shall substantiate the request with invoices of vouchers or payrolls or other evidence.
- c. Prior to submitting the first request, the Contractor shall prepare for the designer a schedule showing a breakdown of the contract price into values of the various parts of the work, so arranged as to facilitate payments to Subcontractors in accordance with Article 17, Contractor and Subcontractor Relationships. The Contractor(s) shall list the

value of each Subcontractor and supplier, identifying each minority business Subcontractor and supplier as listed in Affidavit C, if applicable.

- d. When payment is made on account of stored materials and equipment, such materials must be stored on the owner's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the owner's title to such materials and equipment. Such payments will be made only for materials that have been customized or fabricated specifically for this project. Raw materials or commodity products including but not limited to piping, conduit, CMU, metal studs and gypsum board may not be submitted. Responsibility for such stored materials and equipment shall remain with the Contractor regardless of ownership title. Such stored materials and equipment shall not be removed from the owner's property. Should the space for storage on-site be limited, the Contractor, at his option, shall be permitted to store such materials and/or equipment in a suitable space off-site. Should the Contractor desire to include any such materials or equipment in his application for payment, they must be stored in the name of the owner in an independent, licensed, bonded warehouse approved by the designer and owner and located as close to the site as possible. The warehouse selected must be approved by the Contractor's bonding and insurance companies; the material to be paid for shall be assigned to the owner and shall be inspected by the designer. Upon approval by the designer and owner of the storage facilities and materials and equipment, payment therefore will be certified. Responsibility for such stored materials and equipment shall remain with the Contractor. Such stored materials and equipment shall not be moved except for transportation to the project site. Under certain conditions, the designer may approve storage of materials at the point of manufacture, which conditions shall be approved by the designer and the owner prior to approval for the storage and shall include an agreement by the storing party which unconditionally gives Owner absolute right to possession of the materials at any time. Bond, security and insurance protection shall continue to be the responsibility of the Contractor(s).
- e. In the event of beneficial occupancy, retainage of funds due the Contractor(s) may be reduced to an equitable amount to cover the list of items to be completed or corrected. Retainage may not be reduced to less than two and one-half (2 1/2) times the estimated value of the work to be completed or corrected. Reduction of retainage must be with the consent and approval of the Contractor's bonding company.

#### **ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT**

- a. Within five (5) days from receipt of request for payment from the Contractor, the designer shall issue and forward to the owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the designer. If the certificate is not approved by the designer, he shall state in writing to the Contractor and the owner his reasons for withholding payment.
- b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the owner except:
  - 1. Claims arising from unsettled liens or claims against the Contractor.
  - 2. Faulty work or materials appearing after final payment.
  - 3. Failure of the Contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.



4. As conditioned in the performance bond and payment bond.
- c. The making and acceptance of final payment shall constitute a waiver of all claims by the Contractor except those claims previously made and remaining unsettled (Article 20(c)).
- d. Prior to submitting request for final payment to the designer for approval, the Contractor shall fully comply with all requirements specified in the “project closeout” section of the specifications. These requirements include but not limited to the following:
  1. Submittal of Product and Operating Manuals, Warranties and Bonds, Guarantees, Maintenance Agreements, As-Built Drawings, Certificates of Inspection or Approval from agencies having jurisdiction. (The designer must approve the Manuals prior to delivery to the owner).
  2. Transfer of Required attic stock material and all keys in an organized manner.
  3. Record of Owner’s training.
  4. Resolution of any final inspection discrepancies.
  5. Granting access to Contractor’s records, if Owner’s internal auditors have made a request for such access pursuant to Article 52.
- e. The Contractor shall forward to the designer, the final application for payment along with the following documents:
  1. List of minority business Subcontractors and material suppliers showing breakdown of contract amounts and total actual payments to subs and material suppliers.
  2. Affidavit of Release of Liens.
  3. Affidavit of Contractors of payment to material suppliers and Subcontractors. (See Article 36).
  4. Consent of Surety to Final Payment.
  5. Certificates of state agencies required by state law.
- f. The designer will not authorize final payment until the work under contract has been certified by designer, certificates of compliance issued, and the Contractor has complied with the closeout requirements. The designer shall forward the Contractor’s final application for payment to the owner along with respective certificate(s) of compliance required by law.

### **ARTICLE 33 - PAYMENTS WITHHELD**

- a. The designer may withhold payment for the following reasons:
  1. Faulty work not corrected.

2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
  3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- b. The Owner may authorize the withholding of payment for the following reasons:
    1. Claims filed against the Contractor or evidence that a claim will be filed.
    2. Evidence that Subcontractors have not been paid.
  - c. The Owner may withhold all or a portion of Contractor's general conditions costs set forth in the approved schedule of values, if Contractor has failed to comply with: (1) a request to access its records by Owner's internal auditors pursuant to Article 52; (2) a request for a plan of action and/or recovery schedule under Article 14.j or provide The Owner; (3) a request to provide an electronic copies of Contractor's baseline schedule, updates with all logic used to create the schedules in the original format of the scheduling software; and (4) Contractor's failure to have its Superintendent on the Project full-time.
  - d. When grounds for withholding payments have been removed, payment will be released. Delay of payment due the Contractor without cause will make owner liable for payment of interest to the Contractor in accordance with G.S. 143-134.1. As provided in G.S.143-134.1(e) the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

## **ARTICLE 34 - MINIMUM INSURANCE REQUIREMENTS**

The work under this contract shall not commence until the Contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation. In addition, owner shall be named an additional insured under such automobile and commercial general liability policies. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

### **a. Worker's Compensation and Employer's Liability**

The Contractor shall provide and maintain, until final acceptance, workmen's compensation insurance meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$1,000,000 per accident limit, \$1,000,000 disease per policy limit, \$1,000,000 disease each employee limit.

### **b. Public Liability and Property Damage**

The Contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent Contractors, completed operations, products, contractual, and advertising injury exposures, as shall protect such Contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under

this contract, whether such operations be by the Contractor or by any Subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage:	\$1,000,000 per occurrence / \$2,000,000 aggregate

In addition, Contractor shall maintain excess liability/ umbrella coverage with equal or broader coverages than that of underlying policies, including broad form contractual liability with combined single limit for bodily injury and property damage of \$5,000,000 per occurrence.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

**c. Property Insurance (Builder's Risk/Installation Floater)**

The Contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the Contractor, the Subcontractors and sub- Subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the Contractor to purchase or maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto; the Contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

**d. Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Contractor.

**e. Other Insurance; Limits**

The Contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits. Owner may specify different or more specific insurance limits in supplementary conditions or in the draft contract between owner and Contractor included in a bid package.

**f. Proof of Carriage**

The Contractor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

**ARTICLE 35 - PERFORMANCE BOND AND PAYMENT BOND**

- a. Each Contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form set out in G.S. 44A-33.
- b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

**ARTICLE 36 - CONTRACTOR'S AFFIDAVIT**

The final payment of retained amount due the Contractor on account of the contract shall not

become due until the Contractor has furnished to the owner through the designer an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with his contract have been satisfied, and that no claims or liens exist against the Contractor in connection with this contract. In the event that the Contractor cannot obtain similar affidavits from Subcontractors to protect the Contractor and the owner from possible liens or claims against the Subcontractor, the Contractor shall state in his affidavit that no claims or liens exist against any Subcontractor to the best of his (the Contractor's) knowledge, and if any appear afterward, the Contractor shall save the owner harmless.

#### **ARTICLE 37 - ASSIGNMENTS**

The Contractor shall not assign any portion of this contract nor subcontract in its entirety. Except as may be required under terms of the performance bond or payment bond, no funds or sums of money due or become due the Contractor under the contract may be assigned.

#### **ARTICLE 38 - USE OF PREMISES**

- a. The Contractor(s) shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the designer and owner and shall not exceed those established limits in his operations.
- b. The Contractor(s) shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- c. The Contractor(s) shall enforce the designer's and owner's instructions regarding signs, advertisements, fires and smoking.
- d. No firearms, any type of alcoholic beverages, or drugs (other than those prescribed by a physician) will be permitted at the job site.

#### **ARTICLE 39 - CUTTING, PATCHING AND DIGGING**

- a. The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the designer may direct.
- b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefor.
- c. No Contractor shall endanger any work of another Contractor by cutting, digging or other means. No Contractor shall cut or alter the work of any other Contractor without the consent of the designer and the affected Contractor(s).

#### **ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS**

- a. The Contractor shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer and other utility services which may be necessary and required for completion of the project including all utilities required for testing, cleaning, balancing, and sterilization of designated plumbing, mechanical and electrical systems. Any permanent meters installed shall be listed in the Contractor's name until work has a final acceptance. The Contractor will be solely responsible for all utility costs prior to final acceptance. Contractor shall contact all affected utility companies prior to bid to determine their requirements to provide temporary and permanent service and include all costs associated with providing those services in their bid. Coordination of the work of the utility companies during construction is the sole responsibility of the Contractor.

- b. Meters shall be relisted in the owner's name on the day following final acceptance of the Project Expediter's work, and the owner shall pay for services used after that date.
- c. The owner shall be reimbursed for all metered utility charges after the meter is relisted in the owner's name and prior to completion and acceptance of the work of **all** Contractors. Reimbursement shall be made by the Contractor whose work has not been completed and accepted. If the work of two or more Contractors has not been completed and accepted, reimbursement to the owner shall be paid by the Contractors involved on the basis of assessments by the designer.
- d. Prior to the operation of permanent systems, the Project Expediter will provide temporary power, lighting, water, and heat to maintain space temperature above freezing, as required for construction operations.
- e. All Contractors shall have the permanent building systems in sufficient readiness for furnishing temporary climatic control at the time a building is enclosed and secured. The HVAC systems shall maintain climatic control throughout the enclosed portion of the building sufficient to allow completion of the interior finishes of the building. A building shall be considered enclosed and secured when windows, doorways (exterior, mechanical, and electrical equipment rooms), and hardware are installed; and other openings have protection which will provide reasonable climatic control. The appropriate time to start the mechanical systems and climatic condition shall be jointly determined by the Contractor(s), the designer and owner. Use of the equipment in this manner shall be subject to the approval of the Designer and owner and shall in no way affect the warranty requirements of the Contractor(s).
- f. The electrical Contractor shall have the building's permanent power wiring distribution system in sufficient readiness to provide power as required by the HVAC Contractor for temporary climatic control.
- g. The electrical Contractor shall have the building's permanent lighting system ready at the time the general Contractor begins interior painting and shall provide adequate lighting in those areas where interior painting and finishing is being performed.
- h. Each prime Contractor shall be responsible for his permanently fixed service facilities and systems in use during progress of the work. The following procedures shall be strictly adhered to:
  - 1. Prior to final acceptance of work by the Owner after final inspection by the Granville County Inspections Division, each Contractor shall remove and replace any parts of the permanent building systems damaged through use during construction.
  - 2. Temporary filters as recommended by the equipment manufacturer in order to keep the equipment and ductwork clean and free of dust and debris shall be installed in each of the heating and air conditioning units and at each return grille during construction. New filters shall be installed in each unit prior to the owner's acceptance of the work.
  - 3. Extra effort shall be maintained to keep the building and the site adjacent to the building clean and under no circumstances shall air systems be operated if finishing and site work operations are creating dust in excess of what would be considered normal if the building were occupied.
  - 4. It shall be understood that any warranty on equipment presented to the owner shall extend from the day of final acceptance by the owner. The cost of warranting the

equipment during operation in the finishing stages of construction shall be borne by the Contractor whose system is utilized.

5. The electrical Contractor shall have all lamps in proper working condition at the time of final project acceptance.
  - i. The Project Expediter shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets required for a complete and adequate sanitary arrangement. These facilities will be available to other Contractors on the job and shall be kept in a neat and sanitary condition at all times. Chemical toilets are acceptable.
  - j. The Project Expediter shall, if required by the Supplementary General Conditions and where directed, erect a temporary field office, complete with lights, telephone, heat and air conditioning. A portion of this office shall be partitioned off, of sufficient size, for the use of a resident inspector, should the designer so direct.
  - k. On multi-story construction projects, the Project Expediter shall provide temporary elevators, lifts, or other special equipment for the general use of all Contractors. The cost for such elevators, lifts or other special equipment and the operation thereof shall be included in the Project Expediter's bid.
  - l. The Project Expediter will erect one sign on the project if required. The sign shall be of sound construction, and shall be neatly lettered with black letters on white background. The sign shall bear the name of the project, and the names of prime Contractors on the project, and the name of the designer and consultants. Directional signs may be erected on the owner's property subject to approval of the owner with respect to size, style and location of such directional signs. Such signs may bear the name of the Contractor and a directional symbol. No other signs will be permitted except by permission of the owner.

#### **ARTICLE 41 - CLEANING UP**

- a. The Contractors shall keep the building and surrounding area reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by the designer or Project Expediter. The Project Expediter shall provide an onsite refuse container(s) for the use of all Contractors. Each Contractor shall remove their rubbish and debris from the building on a daily basis. The Project Expediter shall broom clean the building as required to minimize dust and dirt accumulation.
- b. The Project Expediter shall provide and maintain suitable all-weather access to the building.
- c. Before final inspection and acceptance of the building, each Contractor shall clean his portion of the work, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the owner, with no cleaning required by the owner.

#### **ARTICLE 42 - GUARANTEE**

- a. 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 date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to the owner.

- b. 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.
- c. Additionally, the owner may bring an action for latent defects caused by the negligence of the Contractor which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.
- d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

#### **ARTICLE 43 - CODES AND STANDARDS**

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina state building codes, federal specifications, ASTM specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

#### **ARTICLE 44 - INDEMNIFICATION**

- a. To the fullest extent allowed by law, Contractor shall indemnify and hold harmless Owner, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those Losses, liabilities, damages, and costs arising out of bodily injury to persons or damage to property proximately caused by, arising out of, or resulting from the sole negligence of the Contractor, the Contractor's agents, or the Contractor's employees.
- b. In matters other than those covered by subsection a., above, and to the fullest extent allowed by law, Contractor shall indemnify and hold harmless the Indemnified Parties from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this Agreement when the Fault of the Contractor or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.
- c. Noting in this section shall be construed to require Contractor to defend Owner, its independent contractors, agents, employees, indemnitees, or any other person or entity against liability or claims for damages or expenses, including attorney's fees, proximately caused or allegedly caused by the professional negligence, in whole or in part, of the Contractor, Owner, or their Derivative Parties, whether the claim is alleged or brought in tort or contract.
- d. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the Fault of the Contractor or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.

- e. The Contractor's duty to indemnify and hold harmless described hereinabove shall survive the termination or expiration of this Contract.
- f. Definitions:
  - i. For the purposes of this section the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.
  - ii. For the purposes of this section the term "Loss" or "Losses" shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.
  - iii. For the purposes of this section the term "Derivative Parties" shall mean any of the Contractor's subcontractors/ subcontractors, agents, employees, or other persons or entities for which the Contractor may be liable or responsible as a result of any statutory, tort, or contractual duty.

#### **ARTICLE 45 - TAXES**

- a. Federal excise taxes do not apply to materials entering into work for a political subdivision of the state (26 USC § 4041(g)(2); 26 USC § 4221).
- b. North Carolina sales tax and use tax, as required by law, do apply to materials entering into work for governmental entities and such costs shall be included in the bid proposal and contract sum.
- c. Local option sales and use taxes, as required by law, do apply to materials entering into work for governmental entities as applicable and such costs shall be included in the bid proposal and contract sum.
- d. Accounting Procedures for Refund of County Sales & Use Tax

Amount of county sales and use tax paid per Contractor's statements:



Contractors performing contracts for governmental entity shall give the governmental entity for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(c).

The 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 the 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 may be subject to audit.

In the event the Contractors 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.

Name of taxing county: 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 which 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 the building or structure.

For further information, Contractors should consult the applicable law and Sales and Use Tax Bulletins available from the North Carolina Department of Revenue. The current version of current version of the Sales and Use Tax Bulletins is found at <https://www.ncdor.gov/taxes-forms/sales-and-use-tax/sales-and-use-tax-technical-references/sales-and-use-tax-bulletins>.

Any statements under this section may, at Owner's election, be required to be submitted monthly by Contractor.

## **ARTICLE 46 - EQUAL OPPORTUNITY CLAUSE**

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.

## **ARTICLE 47 - EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES**

The Contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or

applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

#### **ARTICLE 48 - ASBESTOS-CONTAINING MATERIALS (ACM)**

The Owner has attempted to address all asbestos-containing materials that are to be disturbed in the project. However, there may be other asbestos-containing materials in the work areas that are not to be disturbed and do not create an exposure hazard.

Contractors are reminded of the requirements of instructions under Instructions to Bidders and General Conditions of the Contract, titled Examination of Conditions. Statute 130A, Article 19, amended August 3, 1989, established the Asbestos Hazard Management Program that controls asbestos abatement in North Carolina. The latest edition of *Guideline Criteria for Asbestos Abatement* from the State Construction Office is to be incorporated in all asbestos abatement projects.

#### **ARTICLE 49 - MINORITY BUSINESS PARTICIPATION**

Minority business participation requirements shall be as detailed in the attached **GRANVILLE COUNTY OUTREACH PLAN FOR MINORITY BUSINESSES PARTICIPATION IN BUILDING CONSTRUCTION.**

#### **ARTICLE 50 – [INTENTIONALLY DELETED]**

#### **ARTICLE 51 – GIFTS**

Pursuant to N.C. Gen. Stat. § 133-32, it is unlawful for any vendor or Contractor (i.e. architect, bidder, Contractor, construction manager, design professional, engineer, Subcontractor, supplier, vendor, etc.), to make gifts or to give favors to any governmental agency employee who is charged with the duty of (1) Preparing plans, specifications, or estimates for public contract; or (2) Awarding or administering public contracts; or (3) Inspecting or supervising construction. This prohibition covers those vendors and Contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and Contractors are encouraged to review G.S. Sec. 133-32.

During the construction of the Project, the Contractor is prohibited from making gifts to any of the Owner's employees, Owner's project representatives (architect, engineers, construction manager and their employees), employees of the Granville County Inspections Division and/or any other Owner employee that may have any involvement, influence, responsibilities, oversight, management and/or duties that pertain to and/or relate to the contract administration, financial administration and/or disposition of claims arising from and/or relating to the Contract and/or Project.

#### **ARTICLE 52 – AUDITING-ACCESS TO PERSONS AND RECORDS**

To the extent required by N.C. General Statute 147-64.7, the State Auditor shall have access to Contractor's officers, employees, agents and/or other persons in control of and/or responsible for the Contractor's records that relate to this Contracts for purposes of conducting audits under the referenced statute. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and

within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of Subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

## **ARTICLE 53 – NORTH CAROLINA FALSE CLAIMS ACT**

The North Carolina False Claims Act (“NCFCA”), N.C Gen. Stat. § 1-605 through 1-618, applies to this Contract. The Contractor should familiarize itself with the entire NCFCA and should seek the assistance of an attorney if it has any questions regarding the NCFCA and its applicability to any requests, demands and/or claims for payment its submits to the State through the contracting state agency, institution, university or community college.

The purpose of the NCFCA “is to deter persons from knowingly causing or assisting in causing the State to pay claims that are false or fraudulent and to provide remedies in the form of treble damages and civil penalties when money is obtained from the State by reason of a false or fraudulent claim.” (Section 1-605(b).) A contractor’s liability under the NCFCA may arise from, but is not limited to: requests for payment, invoices, billing, claims for extra work, requests for change orders, requests for time extensions, claims for delay damages/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, documentation used to support any of the foregoing requests or claims, and/or any other request for payment from the State through the contracting state agency, institution, university or community college. The parts of the NCFCA that are most likely to be enforced with respect to this type of contract are as follows:

- A “claim” is “[a]ny request or demand, whether under a contract or otherwise, for money or property and whether or not the State has title to the money or property that (i) is presented to an officer, employee, or agent of the State or (ii) is made to a contractor ... if the money or property is to be spent or used on the State's behalf or to advance a State program or interest and if the State government: (a) provides or has provided any portion of the money or property that is requested or demanded; or (b) will reimburse such contractor ... for any portion of the money or property which is requested or demanded.” (Section 1-606(2).)
- "Knowing" and "knowingly." – Whenever a person, with respect to information, does any of the following: (a) Has actual knowledge of the information; (b) Acts in deliberate ignorance of the truth or falsity of the information; and/or (c) Acts in reckless disregard of the truth or falsity of the information. (Section 1-606(4).) Proof of specific intent to defraud is not required. (Section 1-606(4).)
- "Material" means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property. (Section 1-606(4).)
- Liability. – “Any person who commits any of the following acts shall be liable to the State for three times the amount of damages that the State sustains because of the act of that person[:] ... (1) Knowingly presents or causes to be presented a false or fraudulent claim for payment or approval. (2) Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim. (3) Conspires to commit a violation of subdivision (1), (2) ...” (Section 1-607(a)(1), (2).)
- The NCFCA shall be interpreted and construed so as to be consistent with the federal False Claims Act, 31 U.S.C. § 3729, et seq., and any subsequent amendments to that act. (Section

1-616(c.)

Finally, the governmental entity may refer any suspected violation of the NCFCA by the Contractor to the Attorney General's Office for investigation. Under Section 1-608(a), the Attorney General is responsible for investigating any violation of NCFCA, and may bring a civil action against the Contractor under the NCFCA. The Attorney General's investigation and any civil action relating thereto are independent and not subject to any dispute resolution provision set forth in this Contract. (See Section 1-608(a).)

#### **ARTICLE 54 – TERMINATION FOR CONVENIENCE**

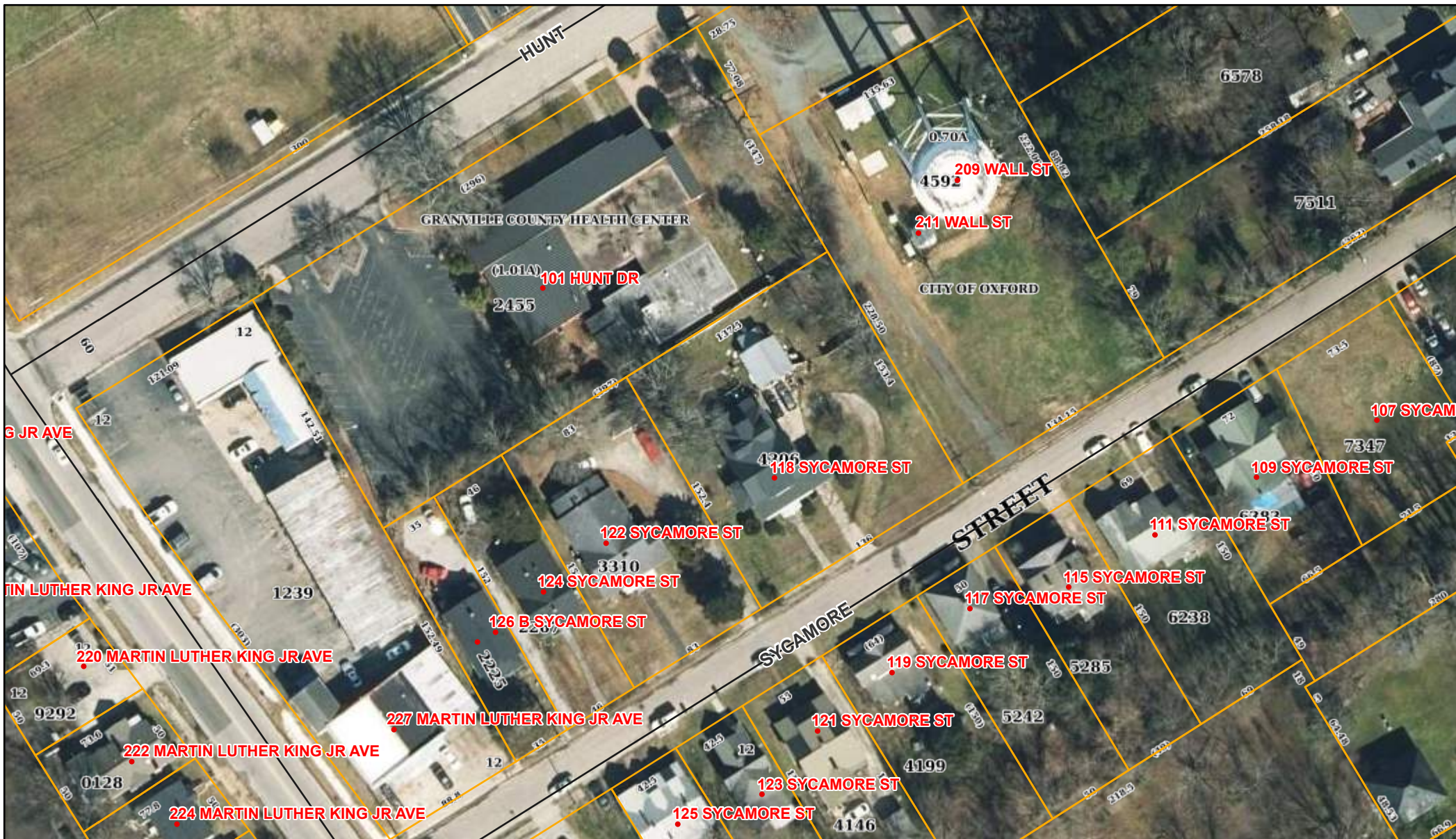
Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

#### **ARTICLE 55 – DISPUTE RESOLUTION**

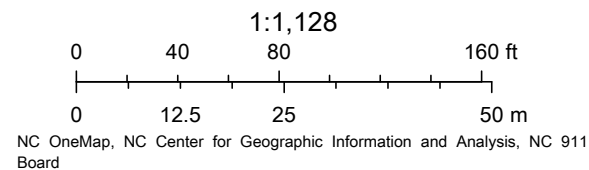
- a. Mediation. If a dispute arises out of or relates to the contract, or the breach thereof, and if the dispute cannot be settled through negotiations, the parties agree to submit such controversy to mediation for resolution following review by an independent architect or engineer selected by the parties. If the parties cannot agree on an independent architect or engineer to review the matter in dispute, each party shall select its own architect or engineer to review the matter prior to mediation. The parties may use the procedures set forth in the North Carolina General Statutes Rules Implementing Court Ordered Mediated Settlement Conference, where and if applicable. Provided, however, if any controversy between the parties is not resolved by mediation within sixty (60) days after the date the controversy has arisen (hereinafter "Controversy Date"), the parties may pursue any other available legal remedies.
- b. Venue. Venue for any civil litigation and the place of any mediation between the parties hereto arising out of or in any way relating to or resulting from this Contract shall be Granville County, North Carolina. The parties hereto consent to the exclusive jurisdiction of the Superior Court Division of the North Carolina General Court of Justice sitting in Granville County, North Carolina (and of the appropriate appellate courts) and waive any right that they have or may have to venue in any other jurisdiction or to participate in litigation in any other jurisdiction.
- c. Unless otherwise directed in writing, the Contractor shall carry on the Work and maintain its progress during litigation proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

# Granville County, NC

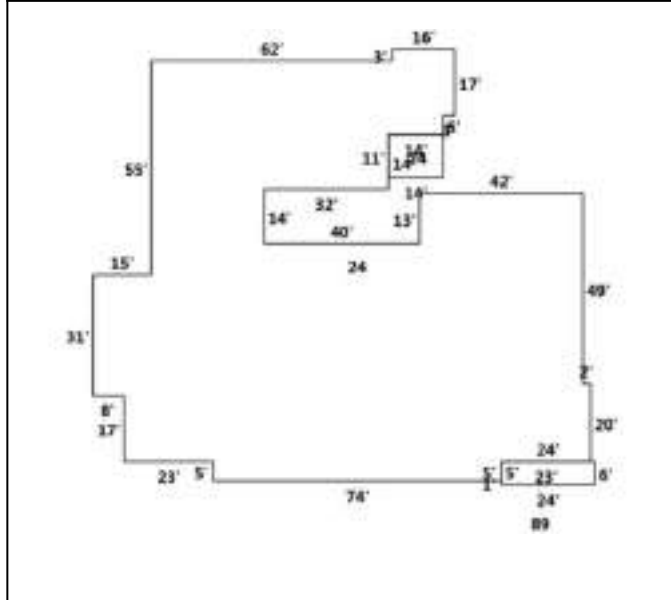


7/13/2023, 3:36:01 PM

- Address Points
- ▭ County Boundary
- ▬ Centerlines
- ▭ Parcels
- granville\_nc\_anno
- Satellite View
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



<b>11/09/2022 02:14 OWNERSHIP 97109301</b>	<b>PROPERTY DESCRIPTION</b>	<b>TAX DESCRIPTION</b>	<b>MAP NUMBER</b>	<b>CARD#</b>
GRANVILLE CO HEALTH CENTER 101 HUNT ST OXFORD, NC 27565 DEED:	HEALTH DEPT BLDG PLATBOOK/PAGE/DATE: 00000 00000 NB: 024 COMMERCIAL GOOD 101 HUNT ST	OXFORD OXFORD	192317112455 RECORD NUMBER: 28486 ROUTE: 192317 333 LISTER: REV REVIEWER:	1 / 1



TOPO	STREET	UTILITIES	NOTES	AC				
				1.0100				
#	LAND CLASS	SIZE	BASERATE	* ACF *	ADJ	= ADJ RATE *	UNITS	= LNDVALUE
1	52ACOMMERCIAL	1.010	114300	1.00	1.00	114300	1.010	115443
<b>ACREAGE FACTOR:</b>		0	<b>FRONTAGE FACTOR:</b>		0	<b>LAND VALUE</b>		<b>115443</b>
#	OTHER FEATURES	SIZE	BASERATE	COND	ADJ RATE	UNITS	VALUE	
1	12 C ASPHALT PAVING	50 * 100	2.50	0.80	2.00	5000	10000	
<b>OTHER FEATURES VALUE:</b>							<b>10000</b>	
FOUNDATION	XTR_FINISH	ROOF TYPE	ROOF MTRL	SIZE/QTY				
BRICK	BRICK	GABLE	METAL	1.0000 SHTH 0 BDRM				
WALL FINISH	FLOORS	HEAT&AIR	HEAT FUEL	BLDING #				
DRYWALL	TILE CARPET	HEAT & AIR	ELECTRIC	1				

<b>IMPROVEMENT TYPE:</b>	EXEMPT	GRADE:	C	AYB:	1975	EYB:	1985	CONDITION:	COMMERCIAL AVERAGE	DEPR TABLE:	8	SQ FT TABLE:	
--------------------------	--------	--------	---	------	------	------	------	------------	--------------------	-------------	---	--------------	--

**DIMENSIONS:** SFR-CL40U30R40D12R2D7L2D11 OFP-CL40D8R40U8 WDK-L40CU38XL6D8XD30XD8R6XU8 OFP-U30CR40U8L40D8H

STRUCTURE	SKETCH-SF *	STHT	=	AREA	RATE *	GRDE	+	HEAT	+	EXWL *	WLHT	=	ADJRATE *	AREA	=	RPCN *	DEPF *	CNDF	=	STR-VALUE
24 MED OFFC	10531	1.00		10531	120.06	C		2.50		2.50	1.00		125.06	10531		1317007	0.52			684844
89 OM-PORCH	144	1.00		144	25.48						1.00		25.48	144		3669	0.52			1908
24 MED OFFC	154	1.00		154	120.06			2.50		2.50	1.00		125.06	154		19259	0.52			10015
		10685	HSF			10829	TSF					RPCN- 125.40/HSF				1339935	VALU- 65.21/HSF			696767
<b>STRUCTURE VALUE</b>																				<b>641026</b>
																			<b>CARD 1 VALUE</b>	<b>766469</b>

VALUATION	THIS CARD	+	OTHER CARD	=	VALUE	PREV-VAL	P-N%	OTHER CARDS VALUE
LAND	115443				115443	115443	1.00	
OTHER FEAT	10000				10000	10000	1.00	
STRUCTURE	641026				641026	470807	0.73	
<b>TOTAL</b>	<b>766469</b>				<b>766469</b>	<b>596250</b>	<b>1.29</b>	
								<b>NBHD ADJUSTMENT: 1.000 * 766469 = 766469</b>

<b>Granville County, NC</b>	<b>TAX YEAR: 2023</b>	<b>(1209969) Group:0</b>	<b>APPRAISED VALUE</b>	766469
	<b>REVAL YEAR: 2018</b>	<b>DEFERRED VALUE</b>	<b>TAXABLE VALUE</b>	766469



P.O. Box 90846 • Raleigh, NC 27675 • (919) 870-2988 • Fax (919) 870-1139

March 27, 2023

Mr. Stephen T. Baxter Architecture, PLLC  
8133 Holly Forest Road  
Wake Forest, North Carolina 27587

Re: Asbestos Inspection  
101 Hunt Drive  
Oxford, North Carolina  
Project No. 1828-23-054

Dear Mr. Baxter:

Per your request, Janezic Building Group, LLC performed an asbestos inspection of the referenced site on March 22, 2023. The purpose of the inspection was to determine if friable or non-friable asbestos containing materials (ACMs) are present within the structure(s). The United States Environmental Protection Agency (EPA) defines ACMs as those materials that contain at least one percent (1%) asbestos fibers. In addition, the EPA defines friable materials as those that can be crumbled, pulverized, or reduced to a powder with hand pressure. However, the Occupational Safety and Health Administration (OSHA) define ACMs as those materials that contain any asbestos fibers.

The structure inspected consisted of a one-story commercial building with multiple additions. The building is constructed of wood, steel, brick, block, concrete, and rubber membrane roof.

A total of twenty-six (26) samples or forty-two (42) layers of suspect ACMs were collected during the inspection. The samples were submitted to EMSL Analytical, Inc., which is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP No. 200671-0) for analysis by Polarized Light Microscopy (PLM) in accordance with the EPA's test Method: Method for the Determination of Asbestos in Bulk Building Materials (U.S. EPA/600/R93/116, July 1993).

**Eleven (11) suspect ACMs were identified in the structure(s) at the time of the inspection.**

Descriptions of the materials sampled, sample locations, and the laboratory results are presented in Table 1. Also, attached are the laboratory analytical results and chain of custody.

This report has been prepared for the exclusive use of Granville County for the specific application to this project. This report has been prepared in accordance with generally accepted environmental practices. No other warranty, expressed or implied, is made. Our conclusions and recommendations are partially based upon information provided to us by others and our site observations. We have not verified the completeness or accuracy of the information provided by others.



Janezic Building Group, LLC by virtue of providing the services described in this report, does not assume the responsibility of the person(s) in charge of the site, or otherwise undertake responsibility for reporting to any local, state, or federal public agencies any conditions at the site that may present a potential danger to public, health, safety, or the environment. It is our understanding that Granville County will notify the appropriate local, state, or federal public agencies as required.

If you have any questions or require additional information, please contact me at (919) 870-2988 (w) or (919) 624-5758 (m).

Sincerely,

**JANEZIC BUILDING GROUP, LLC**



Darrell J. Janezic  
President

L23-005:djj  
Attachments



**Table 1**

Asbestos Inspection – March 22, 2023  
 101 Hunt Drive  
 Oxford, North Carolina  
 Darrell J. Janezic - NC Accredited Asbestos Inspector #11962  
 JBG Project No. 1828-23-054

Sample No.	Material Type/Sample Location	Friable/ Non-Friable	Quantity**	% Asbestos/ Type
101-1	2' x 2' ceiling tile – health director office	F		ND
101-2	12" floor tile and mastic – storage closet	N		ND
101-3	2' x 2' ceiling tile – conference room	F		ND
101-4	9" floor tile and mastic – storage closet	N		3%/5% Chry
101-5	9" floor tile and mastic – hallway	N		5%/5% Chry
101-6	12" floor tile and mastic – storage closet	N		5%/5% Chry
101-7	Plaster/skimcoat – walls & ceilings - clinical staff room	F		ND
101-8	Plaster/skimcoat – public health nursing supervisor office	F		ND
101-9	12" floor tile (no mastic) – staff break room	N		ND
101-10	12" floor tile (no mastic) – staff break room	N		ND
101-11	Vinyl sheet flooring (no mastic) – staff break room	N		ND
101-12	12" floor tile and mastic – staff break room	N		<1%/5% Chry

SF - Square feet

LF - Linear feet

ND - None detected

\*Positive samples are indicated in **bold**.

\*\*Note - It is the responsibility of the asbestos removal contractor to verify the quantities of the ACM and to determine the way the material should be removed, non-friable or friable.

Chry - Chrysotile

Trem - Tremolite

Amos - Amosite

**Table 1 (cont'd)**

Asbestos Inspection – March 22, 2023  
 101 Hunt Drive  
 Oxford, North Carolina  
 Darrell J. Janezic - NC Accredited Asbestos Inspector #11962  
 JBG Project No. 1828-23-054

Sample No.	Material Type/Sample Location	Friable/ Non-Friable	Quantity**	% Asbestos/ Type
101-13	2' x 2' ceiling tile – environmental health secretary office	F		ND
101-14	9" floor tile and mastic – janitor closet	N		<b>3%/5% Chry</b>
101-15	12" floor tile and mastic – hallway	N		<b>ND/3% Chry</b>
101-16	9" floor tile and mastic – storage closet	N		<b>5%/5% Chry</b>
101-17	2' x 2' ceiling tile – interview room 3	F		ND
101-18	12" floor tile and mastic – interview room 3	N		ND
101-19	Sheetrock and joint compound – inside waiting room	F		ND
101-20	Sheetrock and joint compound – inside waiting room	F		ND
101-21	Window glazing – metal sash – exterior courtyard	N		<1% Chry
101-22	Window glazing – metal sash – exterior courtyard	N		<1% Chry
101-23	Window caulking – exterior courtyard	N		<b>8% Chry</b>
101-24	Door caulking – exterior courtyard	N		<b>10% Chry</b>

SF - Square feet  
 LF - Linear feet  
 ND - None detected  
 \*Positive samples are indicated in **bold**.  
 \*\*Note - It is the responsibility of the asbestos removal contractor to verify the quantities of the ACM and to determine the way the material should be removed, non-friable or friable.

Chry - Chrysotile  
 Trem - Tremolite  
 Amos - Amosite

**Table 1 (cont'd)**

Asbestos Inspection – March 22, 2023

101 Hunt Drive

Oxford, North Carolina

Darrell J. Janecic - NC Accredited Asbestos Inspector #11962

JBG Project No. 1828-23-054

Sample No.	Material Type/Sample Location	Friable/ Non-Friable	Quantity**	% Asbestos/ Type
101-25	Paper wrap pipe insulation – mechanical closet	F		ND/45% Chry
101-26	Mud fitting – mechanical closet	F		ND

SF - Square feet

LF - Linear feet

ND - None detected

\*Positive samples are indicated in **bold**.

\*\*Note - It is the responsibility of the asbestos removal contractor to verify the quantities of the ACM and to determine the way the material should be removed, non-friable or friable.

Chry - Chrysotile

Trem - Tremolite

Amos - Amosite



# EMSL Analytical, Inc.

2500 Gateway Centre Blvd., Suite 600 Morrisville, NC 27560

Tel/Fax: (919) 465-3900 / (919) 465-3950

http://www.EMSL.com / raleighlab@emsl.com

EMSL Order: 202302401

Customer ID: DLRE50

Customer PO:

Project ID:

Attention: Darrell Janezic  
Janezic Building Group  
PO Box 90646  
Raleigh, NC 27675

Phone:

Fax: (919) 870-1139

Received Date: 03/22/2023 4:00 PM

Analysis Date: 03/23/2023

Collected Date: 03/22/2023

Project: 101 Hunt Street

## Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
101-1 202302401-0001	2'x2' Ceiling Tile	Gray/White Fibrous Homogeneous	30% Cellulose 40% Min. Wool	15% Perlite 15% Non-fibrous (Other)	None Detected
101-2-Floor Tile 202302401-0002	12" FT & M	White Non-Fibrous Homogeneous		30% Ca Carbonate 10% Gypsum 60% Non-fibrous (Other)	None Detected
101-2-Mastic 202302401-0002A	12" FT & M	Black Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
101-3 202302401-0002	2'x2' Ceiling Tile	White Fibrous Homogeneous	30% Cellulose 40% Min. Wool	10% Ca Carbonate 15% Perlite 5% Non-fibrous (Other)	None Detected
101-4-Floor Tile 202302401-0004	9" FT & M	Gray/Black Fibrous Homogeneous		30% Ca Carbonate 10% Gypsum 57% Non-fibrous (Other)	3% Chrysotile
101-4-Mastic 1 202302401-0004A	9" FT & M	Black Fibrous Homogeneous	2% Cellulose <1% Synthetic	5% Ca Carbonate 88% Non-fibrous (Other)	5% Chrysotile
101-4-Mastic 2 202302401-0004B	9" FT & M	Brown Non-Fibrous Homogeneous		10% Ca Carbonate 10% Matrix 80% Non-fibrous (Other)	None Detected
101-4-Mastic 3 202302401-0004C	9" FT & M	Yellow Fibrous Homogeneous	3% Cellulose 2% Synthetic <1% Glass	10% Ca Carbonate 85% Non-fibrous (Other)	None Detected
101-5-Floor Tile 202302401-0005	9" FT&M	Red Fibrous Homogeneous		40% Ca Carbonate 55% Non-fibrous (Other)	5% Chrysotile
101-5-Mastic 202302401-0005A	9" FT&M	Black Fibrous Homogeneous	2% Cellulose	2% Ca Carbonate 91% Non-fibrous (Other)	5% Chrysotile
101-6-Floor Tile 202302401-0006	12" FT&M	Gray/White/Blue Fibrous Homogeneous		40% Ca Carbonate 55% Non-fibrous (Other)	5% Chrysotile
101-6-Mastic 202302401-0006A	12" FT&M	Black Fibrous Homogeneous	2% Cellulose	2% Ca Carbonate 91% Non-fibrous (Other)	5% Chrysotile
101-7-Plaster 202302401-0007	Plaster/Skimcoat	Gray Non-Fibrous Homogeneous	<1% Cellulose	20% Ca Carbonate 10% Gypsum 5% Micaceous Flakes 65% Non-fibrous (Other)	None Detected
101-7-Skim Coat 202302401-0007A	Plaster/Skimcoat	White Non-Fibrous Homogeneous		70% Ca Carbonate 30% Non-fibrous (Other)	None Detected
101-8-Plaster 202302401-0008	Plaster/Skimcoat	Gray/Gold Non-Fibrous Homogeneous		55% Ca Carbonate 20% Micaceous Flakes 25% Non-fibrous (Other)	None Detected
101-8-Skim Coat 202302401-0008A	Plaster/Skimcoat	White Non-Fibrous Homogeneous		70% Ca Carbonate 30% Non-fibrous (Other)	None Detected

Initial report from: 03/23/2023 14:41:15



# EMSL Analytical, Inc.

2550 Gateway Centre Blvd., Suite 600 Morrisville, NC 27560

Tel/Fax: (919) 465-3600 / (919) 465-3950

http://www.EMSL.com / raleighlab@emsl.com

EMSL Order: 292302401

Customer ID: DLRE50

Customer PO:

Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
101-9 292302401-0009	12" FT (No Mastic)	Gray Non-Fibrous Homogeneous		40% Ca Carbonate 60% Non-fibrous (Other)	None Detected
101-10 292302401-0010	12" FT (No Mastic)	Gray/Pink Non-Fibrous Homogeneous		30% Ca Carbonate 10% Gypsum 60% Non-fibrous (Other)	None Detected
101-11 292302401-0011	Vinyl Flooring (No Mastic)	Tan Fibrous Homogeneous	25% Cellulose 10% Glass	65% Non-fibrous (Other)	None Detected
101-12-Floor Tile 292302401-0012	12" FT&M	Gray Non-Fibrous Homogeneous		30% Ca Carbonate 10% Gypsum 60% Non-fibrous (Other)	<1% Chrysotile
101-12-Mastic 292302401-0012A	12" FT&M	Black Fibrous Homogeneous	<1% Cellulose	2% Ca Carbonate 93% Non-fibrous (Other)	5% Chrysotile
101-13 292302401-0013	2x2' Ceiling Tile	Gray/White Fibrous Homogeneous	30% Cellulose 40% Min. Wool	15% Perlite 15% Non-fibrous (Other)	None Detected
101-14-Floor Tile 292302401-0014	9" FT&M	Brown Fibrous Homogeneous		40% Ca Carbonate 57% Non-fibrous (Other)	3% Chrysotile
101-14-Mastic 292302401-0014A	9" FT&M	Black Fibrous Homogeneous	<1% Cellulose	96% Non-fibrous (Other)	5% Chrysotile
101-15-Floor Tile 292302401-0015	12" FT&M	White Non-Fibrous Homogeneous		30% Ca Carbonate 10% Gypsum 60% Non-fibrous (Other)	None Detected
101-15-Mastic 292302401-0015A	12" FT&M	Black Fibrous Homogeneous	2% Cellulose	2% Ca Carbonate 99% Non-fibrous (Other)	3% Chrysotile
101-16-Floor Tile 292302401-0016	9" FT&M	Red Fibrous Homogeneous	<1% Wollastonite	26% Ca Carbonate 10% Gypsum 60% Non-fibrous (Other)	5% Chrysotile
101-16-Mastic 292302401-0016A	9" FT&M	Black Fibrous Homogeneous	<1% Cellulose	96% Non-fibrous (Other)	5% Chrysotile
101-17 292302401-0017	2x2' Ceiling Tile	White Fibrous Homogeneous	30% Cellulose 40% Min. Wool	10% Ca Carbonate 15% Perlite 5% Non-fibrous (Other)	None Detected
101-18-Floor Tile 292302401-0018	12" FT&M	White Non-Fibrous Homogeneous		30% Ca Carbonate 10% Gypsum 60% Non-fibrous (Other)	None Detected
101-18-Mastic 292302401-0018A	12" FT&M	Black Fibrous Homogeneous	3% Cellulose	2% Ca Carbonate 96% Non-fibrous (Other)	None Detected
101-19-Sheetrock 292302401-0019	SR/Jt Compound	Brown/Gray Fibrous Homogeneous	15% Cellulose <1% Glass	50% Gypsum 36% Non-fibrous (Other)	None Detected
101-19-Joint Compound 292302401-0019A	SR/Jt Compound	White Non-Fibrous Homogeneous	<1% Wollastonite	60% Ca Carbonate 40% Non-fibrous (Other)	None Detected
101-20-Sheetrock 292302401-0020	SR/Jt Compound	Brown/Gray Fibrous Homogeneous	20% Cellulose	40% Ca Carbonate 30% Gypsum 10% Non-fibrous (Other)	None Detected
101-20-Joint Compound 292302401-0020A	SR/Jt Compound	White Non-Fibrous Homogeneous		70% Ca Carbonate 30% Non-fibrous (Other)	None Detected

Initial report from: 03/23/2023 14:41:15



# EMSL Analytical, Inc.

2500 Gateway Centre Blvd., Suite 500 Morrisville, NC 27560

Tel/Fax: (919) 465-3900 / (919) 465-3950

http://www.EMSL.com / raleigh@emsl.com

EMSL Order: 292302401

Customer ID: DLRE50

Customer PO:

Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
101-21 292302401-0021	Window Glazing	Gray Non-Fibrous Homogeneous	<1% Wollastonite	25% Ca Carbonate 75% Non-fibrous (Other)	<1% Chrysotile
101-22 292302401-0022	Window Glazing	Gray Non-Fibrous Homogeneous		25% Ca Carbonate 5% Matrix 70% Non-fibrous (Other)	<1% Chrysotile
101-23 292302401-0023	Window Caulking	Gray/White Fibrous Homogeneous	<1% Cellulose	10% Ca Carbonate 5% Gypsum 77% Non-fibrous (Other)	5% Chrysotile
101-24 292302401-0024	Window Caulking	Gray/Various Fibrous Homogeneous		20% Ca Carbonate 5% Matrix 55% Non-fibrous (Other)	10% Chrysotile
101-25-Wrap 292302401-0025	Paper Wrap Pipe Insulation	Brown Fibrous Homogeneous	85% Cellulose	15% Non-fibrous (Other)	None Detected
101-25-Insulation 292302401-0025A	Paper Wrap Pipe Insulation	Gray/White Fibrous Homogeneous	35% Cellulose	20% Non-fibrous (Other)	45% Chrysotile
101-26 292302401-0026	Mud Filling	Gray Fibrous Homogeneous	15% Glass	20% Ca Carbonate 10% Gypsum 55% Non-fibrous (Other)	None Detected

Analyst(s)

Joshua Moonman (29)

Roxsee Stover (13)

Billy Barnes, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M-92-020 "Interim Method") but supplemented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Morrisville, NC NVLAP Lab Code 200671-0, VA 3333 000276, WVA LT000296

Initial report from: 03/23/2023 14:41:15



**Janezic Building Group**  
 101 Hunt  
 3/22/2023 16:0  
 PLM

TAT: 48 Hour  
 Bulk

Order ID: 292302401  
 No Samples: 26  
 Due: 03/24 4:00 PM  
 Fax: 919-870-1139

EMSL ANALYTICAL  
 TESTING LABORATORY  
 TESTING LABORATORY - 292302401

Customer Information		Billing Information	
Customer ID:		Billing ID:	
Company Name:	JBG	Company Name:	
Contact Name:	DARRELL JANEZIC	Billing Contact:	
Street Address:	P.O. Box 90846	Street Address:	
City, State, Zip:	RALEIGH, NC 27619	City, State, Zip:	
Phone:	919-870-2988	Phone:	
Email(s) for Report:	djanezic@raleigh.tyco.com	Email(s) for Invoice:	

Project Information		Purchase Order	
Project Name/No:	101 HUNT	Purchase Order:	
EMSL LIMS Project ID:		US State where sample collected:	NC
Sampled By Name:	DARRELL JANEZIC	Sign of Connecticut (CT) must select project location:	
Sampled By Signature:	<i>[Signature]</i>	Commercial (Taxable):	<input type="checkbox"/>
Light-Group-Test (TAT):	48 Hour	Residential (Non-Taxable):	<input type="checkbox"/>
		No. of Samples in Shipment:	

Test Selection		
<b>PCM Air</b>	<b>TEM - Air</b>	<b>TEM - Settled Dust</b>
<input type="checkbox"/> NIOSH 7400	<input type="checkbox"/> AHERA 40 CFR, Part 763	<input type="checkbox"/> Microvac - ASTM D5755
<input type="checkbox"/> NIOSH 7400 w/ Str. TWA	<input type="checkbox"/> NIOSH 7402	<input type="checkbox"/> Wipe - ASTM D6460
<b>PLM - Bulk (Reporting Limit)</b>	<input type="checkbox"/> EPA Level II	<input type="checkbox"/> Qualitative via Filtration Prep
<input checked="" type="checkbox"/> PLM EPA 600R-83/115 (<1%)	<input type="checkbox"/> ISO 10212	<input type="checkbox"/> Qualitative via Drop Mount Prep
<input type="checkbox"/> PLM EPA NOB (<1%)	<b>TEM - Bulk</b>	
<input type="checkbox"/> POINT COUNT	<input type="checkbox"/> TEM EPA NOB	<b>Soil - Rock - Vermiculite (Reporting Limit) PLM</b>
<input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1,000 (<0.1%)	<input type="checkbox"/> NYS NOB 105.4 (Non-Friable - NY)	<input type="checkbox"/> EPA 600R-83/115 with milling prep (<0.25%) PLM
<b>POINT COUNT w/ GRAVIMETRIC</b>	<input type="checkbox"/> TEM EPA 600R-83/115 w Milling Prep (0.1%)	<input type="checkbox"/> EPA 600R-83/115 with milling prep (<0.1%) TEM
<input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1,000 (<0.1%)	<b>Other Test (Indicate Agency)</b>	<input type="checkbox"/> EPA 600R-83/115 with milling prep (<0.1%) TEM
<input type="checkbox"/> NIOSH 9002 (<1%)		<input type="checkbox"/> Qualitative via Filtration Prep
<input type="checkbox"/> NYS 156.1 (Friable - NY)		<input type="checkbox"/> TEM Qualitative via Drop Mount Prep
<input type="checkbox"/> NYS 156.5 NOB (Non-Friable - NY)		
<input type="checkbox"/> NYS 156.5 (Vermiculite SM-V)		

Positive Shop - Clearly Identified Homogeneous Areas (HA)      Filter Pore Size (All Samples)     0.8um     0.45um

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
101-1	2'x2' CEILING TILE		
101-2	12" FT&M		
101-3	2'x2' CEILING TILE		
101-4	9" FT&M		
101-5	9" FT&M		
101-6	12" FT&M		
101-7	PLASTER/SKIM COAT		
101-8	" "		

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Method of Shipment:	Sample Condition Upon Receipt:
Requisitioned by: <i>[Signature]</i>	Received by: <i>[Signature]</i>
Date/Time: 3/22/23	Date/Time: 3/23/23

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.



Janezic Building Group  
 101 Hunt  
 3/22/2023 16:0  
 PLM

TAT: 48 Hour  
 Bulk

Order ID: 292302401  
 No Samples: 26  
 Due: 03/24 4:00 PM  
 Fax: 919-870-1139

EMSL ANALYTICAL  
 TESTING LABORATORY

Additional Pages of this Chain of Custody are necessary if needed for additional sample information

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
101-9	12" FT (NO MASTIC)		
101-10	12" FT (NO MASTIC)		
101-11	VINYL FLOORING (NO MASTIC)		
101-12	12" FT & M		
101-13	2' X 2' CEILING TILE		
101-14	9" FT & M		
101-15	12" FT & M		
101-16	9" FT & M		
101-17	2' X 2' CEILING TILE		
101-18	12" FT & M		
101-19	5R/ST COMPOUND		
101-20	" "		
101-21	WINDOWS GLAZING		
101-22	" "		
101-23	" " CAULKING		
101-24	" "		
101-25	PAPER WRAP PIPE INSULATION		
101-26	MVD FITTING		

Method of Shipment		Sample Condition Upon Receipt	
Requisitioned by:	Date/Time:	Received by:	Date/Time:
Requisitioned by:	Date/Time:	Received by:	Date/Time:

Control Number: 000-01 Admin R13 10/2021  AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)  
 EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.



# Emergency Exit Routes

