



July 18, 2024

Addendum 04 For:

CFCC Health and Human Services Building Phase II

This addendum 04 includes:

- Bid Manual
- Required Bid Form
- Bid Bond Form Template (An Alternative Bid Bond Form is Acceptable due to time constraints. Please notify us ahead of time of form used.)
- HUB/MWBE Forms
- BID DATE CHANGE: Bid date has changed to **Thursday July 25, 2024 at 3:00 PM.** Address for bid opening is found in Bid Manual.

Thanks,  
Evan Hermen  
Preconstruction  
Monteith Construction Corp.



**BID MANUAL FOR:**  
**CFCC HEALTH & HUMAN SERVICES PHASE II**  
**319 N. 3rd Street Wilmington, NC 28401**

**Owner**



**Construction Manager**



**Architect**





MONTEITH

CFCC Health & Human Services Phase II

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Project Bid Manual  
Wilmington, NC

Issue Date: 07/17/2024  
Revision:0

## GENERAL INSTRUCTIONS & INFORMATION TO BIDDERS

### RECEIPT OF SEALED BIDS

Only prequalified trade partners are permitted to submit bids on this project. Bids must include all bid requirements as outlined. Failure to submit all information will be grounds for rejection of bid.

#### **Bid Packages include:**

01A General Trades  
02A Demolition  
06B Millwork  
08A Doors, Frames & Hardware  
08B Glass & Glazing  
09A Framing, Drywall, Wall Protection & Cubicle Track  
09B Ceilings  
09C Carpet & Resilient Flooring  
09D Hard Tile  
09F Paint, Wallcovering & Sealed Concrete  
10A Accessories  
10B Signage  
10D Headwalls  
21A Fire Sprinkler  
22A Plumbing & Med Gas  
23A HVAC  
26A Electrical, Fire Alarm, Low Voltage

**Sealed bids must be submitted in a sealed envelope marked with Company Name and Bid Package bidding.**

Sealed bids will be received no later than Thursday, **July 25, 2024 at 3:00 PM** at the following address:

Health & Human Services Building  
319 N. 3<sup>rd</sup> Street  
First Floor - Classroom 101  
Wilmington, NC 28401

Sealed Bids will be opened and read aloud after bid closing in person.

**Early and Mailed-in bids** will be accepted no later than July 24<sup>th</sup>, 2024 and should be mailed to Monteith Construction at 208 Princess St. Wilmington, NC 28401.

It is the bidder's responsibility to ensure that the bids arrive by the required bid date, time and location specified. Late bids will be rejected.



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## CFCC Health & Human Services Phase II

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### **SUBMISSION OF SEALED BIDS**

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

Bids must contain the following Information:

- -Bid Form
- -Bid Bond (5%) (for all bids over \$300K
- -List of DBE Participation

### **PREPARATION OF BIDS**

Proposals shall be complete, as called for in the Bid Proposal Form, without alterations.

Bids containing conditions, omissions, alterations, items not called for, or irregularities of any kind, may be rejected for failure to comply with the requirements stated herein.

Include the full business address of the Bidder. Signatures shall be both in longhand and typed. Partnerships must sign the Proposal. In the case of a Proposal submitted by a Corporation, the Proposal shall be signed by an Officer duly authorized to sign on behalf of the Corporation.

### **MODIFICATION OR WITHDRAWAL OF BID:**

Bidder may withdraw his bid from consideration if such bid was based upon a mistake as provided in North Carolina General Statute 143-129.1. Prior to the time and date designated for receipt of bids, any bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be hand delivered, mailed, and postmarked on or before the date and time set for receipt of bids, and it shall be so worded as not to reveal the amount of the original bid.

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

### **RIGHT TO REJECT BIDS:**

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

### **TAXES**

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

### **TIME FOR COMPLETION**

Work shall be completed in accordance with baseline schedule provided. Note this project has three work areas. Bidders shall include in their price all overtime, escalation, manpower, on-site coordination, interfacing with other subcontractors, weather delays as referenced in general requirements to the contract, and all other factors necessary to adhere to this schedule. Include for off-time hours for all connections to existing utilities.



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### **BIDDERS REFERRED TO LAWS:**

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

The provisions of this contract shall be interpreted in accordance with the laws of North Carolina and in accordance with the laws, ordinances, regulations, permits and resolutions of the County of New Hanover.

### **PREFERRED BRAND ALTERNATES**

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

### **SUBSTITUTIONS**

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

### **PAYMENT & PERFORMANCE BONDS**

The base bid should not include the cost of the P & P Bond but be listed as a separate cost on the bid form.



## EXHIBIT A- GENERAL REQUIREMENTS TO THE CONTRACT

The following general requirements to the Contract are in addition to and not in lieu of other provisions established elsewhere in the contract documents.

### ARTICLE 1: CONTRACT DOCUMENTS

#### **CONTRACT DOCUMENTS**

The subcontract is comprised of the following contract documents: the AIA subcontractor agreement; exhibits to the contract; bid documents provided at time of bid including plans, specifications, addendum, and clarifications; amendments and change orders to the subcontract executed by the Construction Manager and subcontractor; the owner contract, in so far as the owner contracts relates, directly or indirectly, to the work performed by the subcontractor. The subcontractor assumes all obligations that the Construction Manager assumes toward the owner.

#### **OBLIGATION TO STUDY THE CONTRACT DOCUMENTS**

The subcontractor shall closely examine all contract documents in respect to the scope of their work and all scopes that interface with, rely on, or are performed concurrently with the scope of this contract. In review of exhibit b- scope of the work, subcontractor has reviewed all bid packages for overlaps or inconsistencies between scopes of work and notify the Construction Manager prior to submission of bids and within the pre-bid RFI timeline requirements. If overlapping scopes are not brought to the attention of the Construction Manager prior to bid, the subcontractor will be responsible for inclusion of overlapping scope. The subcontractor has closely studied the plans, specifications, and addendum and notified the Construction Manager in writing of any error, omission, or ambiguity in RFI from prior to submission of the bid. With submission of its bid and further through post bid scope review meetings and execution of the subcontract agreement, the subcontractor acknowledges that they have included a full scope of work consistent with the intent of the contract documents.

#### **LIQUIDATED DAMAGES**

Liquidated damages for the project shall be in the amount of **\$400 per day** as outlined in the supplementary general conditions. Refer to general conditions and subcontract agreement for the subcontractor's obligations to liquidated damages.

#### **EXECUTION OF OWNER CONTRACT**

The subcontractor understands that this subcontract is contingent upon execution of the contract agreement for guaranteed maximum price between the owner and Construction Manager, and that this subcontract shall be null and void without restriction or remedies to either party if the owner/Construction Manager agreement is not executed.

### ARTICLE 2: WORK BY THE SUBCONTRACTOR

#### **EXECUTION OF THE WORK**

The subcontractor acknowledges that the scope of work is inclusive of all materials, supervision, labor, equipment, hoisting, tools, transportation, permits, insurance, submittals, warranties, and all other items



required to provide a turnkey completion of the scope of work. Upon submission of the bid, the subcontractor acknowledges that bid documents may not be fully developed at time of contracting, and that the bidder has all required information, clarifications, and addendum to perform the work in conformance with the intent of the documents whether directly indicated or implied.

#### **EXISTING CONDITIONS AND SITE INVESTIGATION**

Each bidder must acquaint himself thoroughly as to the character and nature of the work to be done. Each bidder furthermore must make a careful examination of the site of the work and inform himself fully as to the difficulties to be encountered in the performance of the work, the facilities for delivering, storing, and placing materials and equipment, and other conditions relating to construction and labor including, but not limited to, work by other contractors on the project site, local weather conditions and projections, temporary facilities, location of parking and laydown, etc.

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

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

#### **TEMPORARY ON-SITE FACILITIES**

The following on-site facilities will be provided by the Construction Manager for use by this subcontractor during the execution of their work unless noted otherwise:

Temporary sanitary facilities- the Construction Manager shall provide sufficient toilet facilities in a clean a sanitary condition for use by subcontractors.

Dumpsters and bins for recycling and construction waste- Construction Manager shall provide suitable dumpsters for all trades, unless specifically noted otherwise in exhibit b. Subcontractors are responsible for separation of waste into appropriate bins. Failure to separate waste may result in tipping or sorting fees being charged against the subcontract.

Fire extinguishers- the Construction Manager shall provide fire extinguishers except for cutting, welding, and hot work during construction. Each subcontractor shall equip their employees with fire extinguishers for all cutting, welding, and hot work operations.

The following onsite facilities will **not** be provided by the Construction Manager and is the responsibility of the subcontractor.

Temporary office facilities- subcontractor shall make provisions to supply temporary office facilities if deemed necessary for the completion of their scope. Location of office trailer to be established by Construction Manager. Temporary power, water, or sanitary service to the subcontractor's temporary office shall be the responsibility of the subcontractor. The Construction Manager reserves the right to require the office trailer to be relocated or removed as needed to facilitate the progress of the project.



Temporary storage containers- subcontractor shall include all necessary storage containers or other facilities needed to securely store materials on the project site. No storage of more than 1 week' worth of material is to be stored in the building if permitted by monteith superintendent. Subcontractor to provide all necessary security to prevent theft of materials stored onsite. In the event of theft, the subcontractor shall immediately replace missing quantities of materials at no cost to the owner or Construction Manager unless otherwise agreed upon.

#### **TEMPORARY ON-SITE UTILITIES**

Temporary water to a single location shall be provided by Construction Manager. The subcontractor is responsible for all hoses or water tanks required for conveyance of water to the work area.

Temporary heating and ventilation: temporary heating and ventilation will be provided by the Construction Manager, and it is the responsibility of the subcontractor to provide where necessary to complete the work or to protect the work from damage.

#### **TEMPORARY POWER AND LIGHTING**

Temporary power will be available at no cost to subcontractors.

Once available, temporary lighting in accordance with OSHA standards will be provided by the electrical contractor. This subcontractor shall provide appropriate task lighting as required for completion of the scope. Once available, 110-volt, single phase power shall be provided throughout the building with GFCI protected receptacles for small tools only, unless specifically noted otherwise in exhibit b. Temporary power locations to be positioned such that all areas of the building can be accessed with a 100' extension cord. Extension cords, lights, stands, hangers, etc. As required for conveyance of power beyond temporary outlets to the work area is by this subcontractor.

This subcontractor shall provide its own GCFI protected outlets, whips, or plugs for permanent outlets once temporary power is removed from building.

The subcontractor shall be responsible for stringing its own cords from available outlets to the work area and must be always kept clear of egress paths.

#### **ENGINEERING, SURVEYING, AND UTILITY LOCATES**

Each bidder must include in his proposal all costs for engineering, surveying, x-raying of floors, and field measurements, as required to complete his work.

Engineering services: where required per contract documents, this subcontractor is to hire a licensed engineer or an otherwise certified technician (where applicable) for the engineering of required components or systems. All engineering costs associated with preparation of shop drawings, submittals, field investigation, inspections, etc. By subcontractor retained engineer is the responsibility of the subcontractor.

Surveying and layout required for the scope of work described herein is by this subcontract. Construction Manager will provide one vertical and one horizontal control point and one (1) benchmark for use by a licensed surveyor retained by the subcontractor. If surveyed points for installation of this scope of work differ from the existing conditions of the site, notify the Construction Manager immediately.





Subcontractor is responsible for calling for, scheduling, and documenting all utility locates (both public and private) prior to excavation. Ensure all existing utilities are located sufficiently prior to excavation. Where utilities cross proposed excavation, pothole and expose all existing utilities prior to excavation.

#### **PERMITS**

Each bidder shall include all costs for permits from all jurisdictions, departments, etc. As required for the completion of their scope, with the exception of a building permit which is provided by the owner.

#### **SUPERVISION AND LABOR**

Subcontractor shall account for a sufficient number of skilled workers, technicians, general laborers, and other specialty tradesmen to perform the contracted scope of work within the prescribed schedule requirements. The subcontractor attests that it is in full compliance with i-9 employer verification requirements and will continue to remain in compliance throughout the course of the project.

#### **SUPERVISION BY THE SUBCONTRACTOR**

The subcontractor shall directly employ and provide a minimum of one competent person by OSHA standards as full-time supervision while completing the scope of the work. This supervisor shall have the authority to make manpower and cost decisions in administering the subcontractor on behalf of the subcontractor. The supervisory personnel shall be onsite anytime the subcontractor or lower tier subcontractors are working onsite, and cannot be changed without the Construction Manager's consent and approval.

#### **REMOVAL OF SUBCONTRACTORS PERSONNEL**

The Construction Manager reserves the right to require removal and replacement of the subcontractors supervisory or labor personnel in the event that the employee is incompetent, in violation of safety or decorum policies set forth by monteith or the owner, or are otherwise deemed unfit to execute the work. Upon written notification from the Construction Manager, the subcontractor shall remove the individual or individuals and replaced at the subcontractor's cost.

Subcontractor understands that the project consists of multiple work areas, floors, and phases which will require multiple crews working simultaneously in separate areas. The subcontractor further acknowledges that separate crews, supervision, scaffolding, equipment, material deliveries, shop drawings, inspections, etc. May be required to maintain the project schedule and that all costs associated are included.

#### **OVERTIME AND WEEKEND WORK**

The subcontractor shall provide sufficient manpower to meet the project schedule while working from Monday through Friday for 8 hours per day. In the event of the need for recovery due to inadequate manpower, weather events, or other delays during a normal work week, the Construction Manager at its sole discretion, can require the subcontractor to work overtime or during the weekend to maintain the project schedule at no additional cost to the Construction Manager. The subcontractor shall make appropriate adjustments to manpower during the normal work week to avoid overtime and weekend work.

#### **HOUSEKEEPING**

Maintenance of a clean and orderly project site is critical to the efficiency of tradesmen, timely execution of the work, and a safe working environment. As such, the subcontractor shall cleanup and remove all debris, waste, cartons, pallets, etc. From the project area to designated bins on a continuous basis.



The subcontractor shall neatly organize and store all onsite materials in locations designated by the Construction Manager. Unless specifically approved by the superintendent, the subcontractor shall plan deliveries such that a maximum of one week of materials are stored onsite during a given period.

Prior to release of final payment, at a time designated by the Construction Manager, the subcontractor shall perform a final clean to remove all residues, dirt, or other contaminants from all materials installed as part of the scope of the work. Final cleaning also includes any overspray or impacts to adjacent materials, removal of any remaining materials, and cleanup of laydown areas.

The Construction Manager reserves the right to supplement the subcontractor's failure to complete clean up as specified herein upon 24-hour written notice to subcontractors. If debris cannot be directly associated with a subcontractor, the Construction Manager will prorate the cost of cleaning from all subcontractors working in the affected areas where cleaning was performed.

## ARTICLE 3- CHANGES IN THE WORK:

### **SUBCONTRACT ADJUSTMENTS & CHANGE ORDERS**

The contractor and owner may request that the subcontractor implement a change to the contracted documents. If a change is requested that affects the cost of work or time for completion of the work, a change order request may be submitted by the subcontractor for review by the Construction Manager, owner, and designers as outlined in below sections. The subcontractor shall not be entitled to a change order or contract adjustment if the subcontractor proceeds with the work without a fully executed change order unless specifically directed to proceed through a change directive from the contractor.

### **REQUESTS FOR PROPOSAL**

The Construction Manager, designer, or owner are the only parties from which a request for proposal shall be considered by the subcontractor as a change. In the event that a request for proposal is sent, in writing, to the subcontractor, the subcontractor shall provide pricing for the change no later than 10 days after the request for proposal is received, or 2 days prior to the date the CM is required to submit the change in respect to the owner contract.

In submission of change order proposals, the following requirements apply:

The subcontractor shall submit change order proposals in a form approved by the Construction Manager or on change proposal forms required by the owner. The form of submission shall include all applicable markups as separate line items calculated in addition to the cost of the work.

The subcontractor shall supply the Construction Manager with appropriate documentation to support the direct cost of the work performed. This may include subcontractor's payroll records for each employee, quotes and estimates provided from suppliers and lower tier subcontractors, material take offs, or any other information required for Construction Manager and owner to understand and quantify the direct of the of the work.

Allowable mark up: the subcontractor shall indicate labor burden, overhead and profit, bond cost, insurance, taxes, etc. On the change order proposal. The subcontractor's mark-up are limited to, and may not exceed, the mark-ups allowed as specified in the project specifications and/or general conditions.



### **ASSUMPTION OF INTENT**

The subcontractor acknowledges that the contract documents may be incomplete, contain inconsistencies, and otherwise require the bidder to assume the intent of the documents for a complete system or finished appearance. The subcontractor agrees it has had the opportunity to review the documents and clarify any inconsistencies or questions during the pre-bid RFI process, and that upon submission of the bid, it fully understood and included the required scope to meet the intent of the documents whether clearly indicated or assumed. As such, by entering into the subcontractor agreement, the subcontractor warrants that a complete scope of work will be provided to the satisfaction of the owner and Construction Manager without cause for claim of additional cost or change orders except where changes are specifically requested from the owner, architect, or Construction Manager.

### **WORK AUTHORIZATION TICKET**

The Construction Manager may require that work be completed, for which the subcontractor feels the cost associated is outside of the subcontract agreement. In cases of potential schedule impacts or risk to safety, the superintendent can direct the subcontractor to perform the work with a work authorization ticket. The subcontractor, if directed to proceed through this method, shall provide a daily report of man hours that were directly associated with the work. The superintendent's signature attests that the documented number of manhours is accurate as it relates to the work in question. The project manager shall make final determination as to whether the work constitutes a change to the subcontract agreement.

### **ESCALATIONS**

Each bidder should include material and labor price protection throughout the duration of the project. Subcontractors are responsible for carrying adequate monies to cover escalation over the entire project duration. If material escalations are scheduled or likely to impact material prices, the subcontractor should notify the Construction Manager as soon as possible. The Construction Manager shall make a good faith effort to expedite review and release of materials or review comparable equal products to those experiencing escalations but makes no claim to responsibility for the cost of escalations of material or labor prices, which are to be carried in the base bid.

## **ARTICLE 4- PROJECT ADMINISTRATION**

### **PROJECT RELATED MEETINGS**

The subcontractor and their supervisory personnel shall attend all required onsite meetings including weekly trades meetings (while working onsite), preinstallation meetings, safety stand downs and toolbox talks, quality control meetings, etc. As directed by the Construction Manager. Attendance in meetings is mandatory.

### **LEAN CONSTRUCTION PRACTICES**

The Construction Manager will be implementing lean construction practices in the execution of the project. The subcontractor will be required to collaborate effectively in all pull meetings, 6-week work planning meetings, weekly planning meetings, and daily huddles.

### **CONSTRUCTION MANAGEMENT SOFTWARE**

All subcontractors shall utilize Procore throughout the course of construction. Access will be provided by the Construction Manager to all subcontractors and employees of subcontractors or lower tier subcontractors. All submittals, RFIs, closeout documents, and warranties shall be submitted through the Procore platform. The



Construction Manager shall make available relevant training as needed for subcontractors for proper use of Procore.

### **SUBMITTALS, SHOP DRAWINGS, AND CLOSEOUT REQUIREMENTS**

Time is of the essence for this project and as such, submittals and shop drawings shall be submitted as expeditiously as possible. Product data is to be prepared and submitted within two (2) weeks of the executed contract, and shop drawings are to be prepared as expeditiously as possible.

The subcontractor shall thoroughly review the project specifications in review of all submittals and provide each submittal, broken out as defined by the Construction Manager, with a monteith's submittal review cover sheet. Each submittal package should clearly identify the specification section relating to the submitted materials. The subcontractor, a precedent to final payment or progress billings on closeout schedule of values, shall submit all O&M manuals to the Construction Manager. Closeout documents should be prepared as soon as submittals are returned as approved by designer.

Attic stock shall be delivered, where required by contract documents, at the completion of the project in clean, unopened, clearly labeled containers to a location designated by the Construction Manager. Transmittals shall be signed indicating all materials provided by the Construction Manager and subcontractor.

### **AS-BUILTS AND REDLINE DRAWINGS**

The subcontractor is responsible for keeping up to date a set of redline as-built drawings on the project site. As-builts are to be marked up on a digital master file each month. Completion of monthly as-built updates is a requirement for progress payment as specified by the owner contract. Final as-builts are required for completion of close out document requirements and three (3) hard copies shall be provided to the Construction Manager. If surveyed as-builts are required per the contract documents, surveys shall be provided to the Construction Manager in printed, pdf, and cad files.

### **APPLICATIONS FOR PAYMENT**

Monthly payment applications shall be prepared and submitted by the subcontractor for current work in place and materials stored on site by the 20th of each month for a period from the 20th of the previous month to the 20th of the current month.

Schedule of values: prior to first billing on the project, a schedule of values shall be submitted and approved by the Construction Manager. The approved schedule of values shall not be modified without an executed change order.

Schedule of values are required to have the following:

- Submittals – to be paid upon 100% completion of all submittals for this scope of work.
- Safety- to be progressed as approved by cm based on actual completion
- Mockups- to be paid as a lump sum upon approval of mockups
- Clean up- to be progressed as approved by cm based on actual completion
- Closeouts- to be paid as a lump sum upon completion of all closeout documents
- Attic stock/as-builts- to be paid as a lump sum upon receipt and approval of attic stock and as-builts.
- Punchlist- value of no less than 2% of contract value for contracts under \$2m and no less than 1% for contracts above \$2m to be paid as a lump sum at completion of acceptable punch list activities.



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All payment applications shall be submitted no later than the 20th of each month with all required documentation. All submissions shall be made through monteith's viewpoint subcontractor kiosk. The accounting representative for each subcontractor shall be given access to the subcontractor kiosk at no cost to the subcontractor.

The Construction Manager reserves the right to require additional documentation as a condition of progress payments as required to ensure the subcontractor is fulfilling their financial obligations to suppliers and lower tier subcontractors including but not limited to: supplier listing statements, lower tier partial lien waivers, joint check agreements, supplier inquiries by monteith, or other measures as deemed necessary, and at the sole discretion of the Construction Manager.

### **GENERAL NOTES:**

- Any contract markups shall be submitted within 3 days of being sent via docusign
- Subcontractors contract pricing must remain valid through the duration of the project & through completion of scope of work identified in this contract agreement. Contract values may only be adjusted through the change process spelled out in this contract and/or design documents.
- The subcontractor has reviewed all bid/contract documents and takes no exceptions. All items related to this subcontractor's work included in these documents shall be included in the subcontract amount.
- Submittals, shop drawings & color samples must be submitted no later than 10 days after contract sent by monteith to subcontractor via docusign unless otherwise noted.
- Project will utilize Procore document construction management software for administrative (including RFI's, submittals, drawings, observations, punch lists, meetings, photos, etc.) Subcontractor will be required to utilize Procore for document management on this project. Subcontractor to use Procore to access current construction documents.
- Subcontractor is responsible for obtaining their own hardcopy drawings. MCC does not provide printed drawings.
- At a minimum, one (1) field personnel, such as subcontractor site foreman/superintendent, must have the Procore application easily accessible on their phone or tablet.
- Subcontractor is responsible for ensuring they are building from the current drawings and specifications
- Subcontractor to use Procore to submit/receive submittals and RFI's
- The subcontractor shall be responsible for all notes and details pertaining to their scope of work, regardless of what section of the plans the notes/details are found.
- Subcontractor must provide a competent, English-speaking foreman/superintendent while working onsite
- Subcontractor understands there is limited laydown area on project site. All deliveries must be coordinated at least 48 hours in advance with MCC superintendent.
- All construction traffic should be directed through the designated construction area entrances. This project will have multiple areas of construction ongoing simultaneously. Parking and construction traffic to be properly coordinated.
- Subcontractor is responsible for their own flagging and traffic control



- Subcontractor is responsible for all unloading & hoisting of their material, equipment, etc. Required on this project.
- Subcontractor is responsible for following MCC safety policy (attached)
- Subcontractor is responsible to include agreed upon values for cleanup, closeout and safety in their SOV.
- Subcontractor is responsible for providing proper PPE (personal protective equipment) to all onsite worker including but not limited to hard hat, safety vests, eye protection, and safety boots.
- Subcontractor is responsible for daily cleanup of their work areas
- Subcontractor is responsible for trash removal from work area and hauling to dumpster
- Please refer to the MCC waste management policy (attached)
- Subcontractor will make arrangement to remove from their work area(s) all debris, cartons, boxes, and general waste at the end of each day. In addition to daily cleaning of debris and waste generated by their own work, while working onsite.
- Should this subcontractor repeatedly fail or refuse to participate in daily cleanup the contractor will provide supplementary forces to resolve the lack of participation at the cost of this subcontractor.
- Subcontractor is responsible for trash removal from work area and hauling to appropriate dumpster or recycling bin. Any materials left onsite after completion of scope or substantial completion (whichever comes first) will be disposed of by the contractor at the cost of this subcontractor
- Materials stored onsite shall be limited to a mutually agreed upon supply. All on-site storage must be coordinated with monteith superintendent. The cost of any off site storage required to perform the work is included in this subcontract. All materials stored onsite must be neatly palletized and/or contained in rolling bins for containment and ease of handling.
- Subcontractors performing excavation and/or digging activities are responsible to contact existing utility locate services prior to excavation start. Subcontractor is responsible for repair of all work to the pre-disturbed condition applicable to the project site, public and private areas that may be impacted by work.
- MCC reserves the right to require joint checks if deemed necessary
- Subcontractor to participate in pull planning and scheduling meetings as requested
- Subcontractor to participate in pre-install coordination meetings as requested
- Subcontractor to participate in weekly contractor coordination meetings as requested
- Subcontractor to perform work during regular working hours (7am-5:30pm Monday to Friday)
- Work will be required outside of normal hours in order to meet schedule and/or project requirements. Subcontractor is responsible for providing accurate off hours notifications and request for coordination
- All work required outside of normal working hours must be coordinated with MCC superintendent at least 48 hours in advance
- MCC reserves the right to require additional manpower and equipment from the subcontractor as needed based on schedule and progress
- Subcontractor is responsible completing each task within or ahead of the durations outlined in the project schedule



- Failure to meet project schedule and durations may result in back-charges and/or supplemented work force
- In the initial stages of the project a source of temporary electric power will not be provided by the contractor until such time that temporary power service can be delivered to the jobsite by the local utility company. During this period, it is the subcontractor's responsibility to provide temporary power for their work through the use of generators. Upon availability of temporary power from utility company, monteith will provide 110v power in a central location for use by the subcontractor. Distribution of power to work areas, and any high voltage or 3 phase power is the responsibility of this subcontractor.
- MCC reserves the right to request new subcontractor project manager/superintendent/foreman
- Subcontractor to coordinate site parking with MCC superintendent at least 48 hours prior to mobilizing
- Subcontractor to coordinate site laydown with MCC superintendent at least 48 hours prior to mobilizing
- O&M manuals must be submitted by the earlier option: within 60 days of approved submittals or 80% completion of contracts scope of work
- As built drawings shall be maintained by subcontractor on a weekly basis to indicate any change to contract drawings
- Compiled progress as-built drawings shall be submitted to MCC monthly
- Final project as-builts to be submitted within 3 days of scope completion and prior to final billing
- All as-builts are to provide per local, state, and federal requirements and as outlined in the project specifications
- MCC reserves the right to impose fees on damage to other contractors work by the subcontractor
- Subcontractor is required to protect work in progress and/or work in place. This subcontractor will be responsible for the cost of any repairs to existing finished work in place.
- Plumbing, mechanical, electrical, fire alarm, and any subcontractor with a permit is responsible for all inspections related their scope of work and any corrections required.
- Subcontractor to ensure proper, competent, and authorized personnel are on site to actively participate during fire marshal and other inspections.
- Include all necessary punch list work. Subcontractor required to complete initial construction manager punch list and architect/ owner generated punch list. There will be a minimum of two (2) punch list to complete.
- Subcontractor shall start performing corrective measures within three (3) days of punch list distribution.
- Subcontractor to submit payment request by the 20th of each month for work performed from that date to the 20th of the previous month
- Payment applications shall be submitted through MCC'S online accounting subcontractor kiosk
- Payment applications shall include a detailed schedule of values including a breakout by labor, material types, locations, etc.



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- Schedule of values shall be sent to the MCC project manager for approval prior to submitting the first billing
- Schedule of values must include line items for safety, clean-up, and closeout with scheduled amounts in proportion to contract value. Schedule of values is to be broken out as requested by MCC
- Notice of cost or schedule impact must be received within 3 days of issuance, change documents or change initiating event
- Proposals for cost and schedule impacts must be submitted within 7 days of issuance, change documents or change initiating event
- Proposals must include a detailed description of change in scope, material, labor and associated markups
- Subcontractor is responsible for all applicable permits, business licenses, taxes, fees, etc.
- Subcontractor to comply with all requirements listed in division 0 and division 1 of project specs and/or as shown on the contract drawings.
- Prior to the commencement of work, subcontractors shall arrange for all site personnel, including lower tier subcontractors, to complete the construction manager's project specific safety orientation program.
- Subcontractor is responsible for taking all field measurements necessary to ensure the proper installation of subcontractor's work with the work of other trades. Field measurements shall be taken and coordinated in a timely manner to avoid delaying the project.





MONTEITH

Bid Package #BP 01A General Trades

## Bid Package #BP01A General Trades

### Description of Work

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

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

#### **GENERAL TRADES**

1. Subcontractor shall carry one laborer for the duration of the project for cleanup and general site logistics.
2. Subcontractor shall carry an allowance of \$500/month for tools and supplies.
3. Subcontractor shall include a trash container for each floor that can be loaded, removed through a temporary opening in the curtainwall, and hauled to the dumpster. Note: The Demolition Subcontractor will be responsible for the removal of their material to the dumpster.
4. Subcontractor shall include equipment and an operator capable of loading material for floors 2-5 for all trades for the duration of the project.
5. Subcontractor shall remove the temporary elevator projection at the completion of the project.
6. Subcontractor shall provide temporary protection on each floor for the temporary opening in the curtainwall for loading / unloading.
7. Include final cleaning services for the building at the completion of construction. This is to include cleaning all horizontal surfaces, floor cleaning, window cleaning, full bathroom cleaning, removal of adhesive residues, minor paint residues, cleaning stainless surfaces, cleaning of all lighting fixtures, carpet cleaning, tile grout cleaning as required, etc.
8. Include an allowance of \$10,000 to re-establish the laydown area of the project upon completion.
9. Include an allowance of \$3,500 for pressure washing existing hard surfaces on the exterior of the building at project completion.
10. Subcontractor is responsible for protecting the window blinds for the duration of the project. This includes the removal of temporary protection at completion of the job and cleaning of the blinds.
11. Include an allowance of \$5,000 for patching abandoned slab penetrations.
12. Include an allowance of \$4,000 for patching of spray fireproofing.

#### **GENERAL**



1. This Subcontractor is responsible for unloading, storing, distribution, and protection of all work provided under this Bid Package.
2. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within thirty (30) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
3. Provide project specific shop drawings for all flashing details.
4. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
5. It is understood by this Subcontractor that multiple mobilizations will be required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.
6. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
7. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
8. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
9. Must follow Monteith Constructions Waste Management Policy.

### **SPECIAL CONDITIONS**

1. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.
2. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
3. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other requirements under this Bid Package.
4. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
5. Reference all sections of the Special Conditions of the Contract for additional requirements.

### **SAFETY**

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



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3. This Subcontractor is fully responsible and accountable for safely performing this Bid Packages scope of work. The following items are typical safety requirements that shall be included in the scope of work, but is not intended to exclude any safety related item that may be required: personal protective equipment, fall arrest systems, fall protection barricades, scaffolding and ladder safety, electrical safety, hoist way and machine room safety, material handling and equipment safety, etc. and other required safety provisions.
4. All scaffolding, erection, dismantling, access and use of scaffolding are to be in full compliance with local and state regulations
5. Provide all traffic control (barricades, fences, flagmen, temporary signage, etc.) as required by the City of Wilmington, NCDOT, etc. to complete all work under this Bid Package.
6. Subcontractor is responsible to comply with Monteith Construction Safety Manual. Items include, but are not limited to the follow:
  - a. New employee training
  - b. Weekly toolbox talks
  - c. Task specific training
  - d. Drug and alcohol screening
  - e. Injury management



MONTEITH

Bid Package #BP 02A Demolition

**Bid Package #BP 02A Demolition**  
**02 41 19 Selective Demolition**

**Description of Work**

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

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

**Interior Demolition**

1. Subcontractor is responsible for removing all debris from the building to the dumpster. This includes any scaffolding or trash chute.
2. Subcontractor must submit a demolition plan prior to start of work.
3. Subcontractor is responsible for all demo dumpsters.
4. Subcontractor is responsible for recycling where possible.
5. Includes all demolition of wall partitions and ceilings and disposal.
6. Include demolition for all floor finish and adhesive, ACT, interior doors, interior wall, exterior walls, millwork, drywall ceilings and mailboxes on the first floor.
7. Any glass called to be salvaged will be the responsibility of the glass subcontractor. Any other glass demo will be by this subcontractor.
8. Cut Cap & Make safe of plumbing, HVAC and electrical demolition will be by the plumbing, mechanical and electrical subcontractor. Anything beyond that, including removing the fixtures, will be the responsibility of this Subcontractor.
9. Provide all tools, equipment, hoisting, lifting, etc. as required to perform the work under this bid package:
  - a. Erection, dismantlement, maintenance, and inspections are included.
  - b. Maintenance and inspection requirements remain the responsibility of this Bid Package for the entire duration.
  - c. Multiple deliveries and mobilizations of erection equipment required to fully erect scaffolding as the work of this Bid Package progresses are included.
  - d. Provide safe, controlled access under / through scaffolding into and out of the buildings at exterior door locations.
10. Subcontractor should include a \$5,000 allowance for demolition of any material not indicated on the plans.



## **GENERAL**

1. Off-site disposal of materials shall be done in full compliance with all applicable laws and regulations.
2. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within thirty (30) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
3. Provide project specific shop drawings for all flashing details.
4. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
5. It is understood by this Subcontractor that multiple mobilizations will be required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.
6. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
7. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
8. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
9. Must follow Monteith Construction's Waste Management Policy.

## **SPECIAL CONDITIONS**

1. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.
2. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
3. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other requirements under this Bid Package.
4. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
5. Reference all sections of the Special Conditions of the Contract for additional requirements.

## **SAFETY**

1. This Subcontractor is fully responsible and accountable for safely performing this Bid Package scope of work. The following items are typical safety requirements that shall be included in the scope of work, but are not intended to exclude any safety related item that may be required: personal protective equipment, traffic control, material handling and equipment safety, hazardous material safety, etc.



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



MONTEITH

Bid Package #BP06B – Millwork

## **Bid Package #BP06B - Millwork**

### **06 40 23 Interior Architectural Shop Built Casework and Surfaces**

#### **Description of Work**

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

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

#### **ARCHITECTURAL CASEWORK**

1. This Subcontractor shall provide all architectural woodwork that includes but is not limited to the following: base cabinets, wall cabinets, countertops, etc. as may be required to provide complete and functional architectural woodwork package whether detailed and/or implied on the Contract Documents.
2. Provide cutouts in casework for plumbing, electrical, mechanical, data, appliances, equipment, and other trades with work that penetrates the work of this Bid Package. All edges must be sealed.
3. Provide fillers, scribed pieces, shims, or other as required for proper installation.
4. All architectural casework items are to be shop finished by this Subcontractor. Final touchup, cleaning, and polishing will be done after installation by this Subcontractor. No field finishing by others will be required.
5. Include brackets, hardware, support, fasteners, standards, grommets and accessories as required.
6. All blocking and backing located inside drywall partitions required for the installation of this Subcontractor's scope of work shall be provided by the Drywall Subcontractor, except as noted herein. This Subcontractor is responsible for submitting blocking and backing requirements. These requirements and location drawings shall be provided in a timely manner to allow for installation in accordance with the Project Schedule. Any blocking and backing that is not submitted but is required for installation of this Subcontractor's scope of work will be provided by this Subcontractor at no additional cost (including costs for repairing the drywall). All blocking or backing shown to be applied to the outside face of drywall or metal studs and / or otherwise required for the installation of this scope of work will be by this Subcontractor. Subcontractor is also responsible for confirming that all blocking has been installed per their requirements.
7. Caulking of all work installed within this Bid Package to adjoining surfaces is by this Subcontractor.



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8. Subcontractor will be responsible for offloading and distributing their materials. The use of one of the elevators is permitted or the subcontractor may choose to utilize an exterior opening created on each floor through the removal of an existing window. Hoisting equipment is by this subcontractor.

### **GENERAL**

1. This Subcontractor is responsible for unloading, storing, distribution, and protection of all work provided under this Bid Package.
2. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within thirty (30) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
3. Provide project specific shop drawings for all flashing details.
4. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
5. It is understood by this Subcontractor that multiple mobilizations will be required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.
6. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
7. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
8. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
9. Must follow Monteith Construction's Waste Management Policy.

### **SPECIAL CONDITIONS**

1. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.
2. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
3. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other requirements under this Bid Package.
4. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
5. Reference all sections of the Special Conditions of the Contract for additional requirements.

### **SAFETY**





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



MONTEITH

Bid Package #BP08A – Doors, Frames & Hardware

## **Bid Package #BP08A – Doors, Frames & Hardware**

**08 11 13 Hollow Metal Doors and Frames**

**08 14 16 Flush Wood Doors**

**08 71 00 Door Hardware**

**08 81 00 Glazing**

### **Description of Work**

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

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

#### **Doors and Hardware**

1. This Subcontractor is responsible for providing all hollow metal frames, hollow metal doors and wood doors. Installation of doors will be by this Subcontractor. Installation of the frames will be by the Drywall Contractor.
2. This subcontractor is responsible for providing and installing all door hardware with the exception of the storefront doors..
3. Supply and install all F-3 type doors; aluminum frame with wood door.
4. Glass inserts in hollow metal and wood doors are included.
5. Prior to starting work, this Subcontractor should examine / inspect the wall openings. If there are problems with the wall openings that would prevent satisfactory installation of this Subcontractor's scope of work, it should be noted to the Construction Manager immediately. This inspection must be done prior to this Subcontractor starting work. This inspection will be done early enough in advance so that repairs, if required, will not impede the Project Schedule.
6. Provide any additional bracing, framing, reinforcing, support, and anchorage of work in this package as required for structural attachment, seismic requirements, and all governing codes and requirements.
7. This Subcontractor is responsible for removing all labels from all exposed surfaces furnished under this Bid Package. Wipe down surfaces and provide initial cleaning of interior and exterior work provided by this Subcontractor. Subcontractor is responsible for removal of all stickers and mastic.



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8. This Subcontractor is responsible for providing protection of all installed finished products, doors and hardware. It is this Subcontractors responsibility to determine the best means and methods to accomplish this and must provide this information to Monteith Construction prior to performing.
9. Provide all accessories for doors and frames as listed in the specifications, on the door frame installation schedule and the door & frame notes.
10. Include for all minor adjustments to doors for complete installation.
11. Provide touch-up of frame finishes on any damaged surfaces to the satisfaction of Construction Manager, Architect, and Owner.
12. Subcontractor will be responsible for offloading and distributing their materials. The use of one of the elevators is permitted or the subcontractor may choose to utilize an exterior opening created on each floor through the removal of an existing window. Hoisting equipment is by this subcontractor.

### **GENERAL**

1. This Subcontractor is responsible for unloading, storing, distribution, and protection of all work provided under this Bid Package.
2. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within thirty (30) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
3. Provide project specific shop drawings for all flashing details.
4. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
5. It is understood by this Subcontractor that multiple mobilizations will be required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.
6. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
7. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
8. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
9. Must follow Monteith Constructions Waste Management Policy.

### **SPECIAL CONDITIONS**

1. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.
2. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.



3. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other requirements under this Bid Package.
4. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
5. Reference all sections of the Special Conditions of the Contract for additional requirements.

## **SAFETY**

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



MONTEITH

Bid Package #BP08B - Glass and Glazing

## Bid Package #BP08B Glass and Glazing

### Description of Work

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

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

#### **GLASS, GLAZING, AND ALUMINUM**

1. Salvage, store, and re-install at new locations doors 308 and 401.
2. Remove 1 curtainwall section on the 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> floor to allow for subcontractor stocking. Re-install at the end of the project. Note: Temporary plywood at these openings will be provided by the Drywall Subcontractor.
3. Provide all interior storefront windows.
4. Provided caulking and sealants integral to work in this package.

#### **GENERAL**

1. This Subcontractor is responsible for unloading, storing, distribution, and protection of all work provided under this Bid Package.
2. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within thirty (30) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
3. Provide project specific shop drawings for all flashing details.
4. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
5. It is understood by this Subcontractor that multiple mobilizations will be required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.
6. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.



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7. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
8. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
9. Must follow Monteith Construction's Waste Management Policy.

### **SPECIAL CONDITIONS**

1. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.
2. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
3. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other requirements under this Bid Package.
4. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
5. Reference all sections of the Special Conditions of the Contract for additional requirements.

### **SAFETY**

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



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e. Injury management



MONTEITH

Bid Package #BP09A – Framing & Drywall

## **Bid Package #BP09A – Framing & Drywall**

**05 54 00 Cold-Formed Metal Framing**

**06 10 53 Miscellaneous Rough Carpentry**

**07 21 00 Thermal Insulation**

**07 84 46 Penetration Firestopping**

**07 90 00 Joint Firestopping**

**09 22 16 Non-Structural Metal Framing**

**09 29 00 Gypsum Board**

**10 26 00 Wall Protection**

### **Description of Work**

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

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

#### **DRYWALL**

1. This Subcontractor shall provide a complete drywall package in accordance with the Contract Documents that includes, but is not limited to the following items: vinyl wall protection covering, corner guards, bumper rails, headwall install, structural metal studs, non-load bearing metal studs, cold formed metal framing, interior wood blocking, bracing, furring, corner beads, gauge metals, trims, fasteners, accessories, fire resistant assemblies, acoustical sealants, gypsum board (abuse-resistant, fire-resistant, moisture-resistant, regular, etc.), water resistant board, cement board, backer board, expansion joints, control joints, reveals, trim pieces, metal backing, batt insulation (thermal and sound), rigid insulation, spray foam insulation, taping, bedding, finishing of drywall, etc. as may be required to provide a complete and functional drywall package, whether detailed and/or implied on the Contract Documents, this Subcontractor is responsible for providing that item.
2. Include for the supply and removal all dust barriers. Carry an allowance of \$7,500 for dust barriers and walk off mats.





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3. Include installation of the headwalls. Subcontractor shall inventory, offload and distribute all headwalls.
4. Fill in wall on the first-floor existing storage. Match existing masonry cladding.
5. Include **150 hours** for un-attributable damages incurred during construction. This Subcontractor shall submit daily work tickets to Monteith Construction's Superintendent to sign when this work is being performed. Any portion of the money that is not used by the end of project shall be credited back to Monteith Construction.
6. Coordinate and provide openings and special framing required by this Bid Package and other trades.
7. Provide rigid, thermal batt, and sound batt insulation contained on, within, or above work installed under this Bid Package.
8. Provide wood blocking / backing as shown and/or required for all in-wall or wall-mounted items.
9. Fire-tape all drywall joints at rated drywall assemblies.
10. Provide rated top-of-wall assemblies and deflection track at all GWB partitions. Provide the top track in a sufficient depth to allow for deflection in the deck, as required at partitions and / or soffits.
11. Provide fire-stopping and/or smoke stopping at top and bottom of all rated walls as required by the Contract Documents. Penetrations in walls will be fire-stopped and smoke stopped by the Subcontractor making the penetration.
12. Provide labeling and identification markings for priority, fire, smoke, smoke-tight and / or sound partition walls as specified or required by code.
13. Provide required suspension systems for drywall ceilings, bulkheads, soffits, light coves, and for all other work provided under this Bid Package.
14. Provide framing and block outs at drywall ceilings, soffits, etc.
15. Provide any seismic bracing and/or suspension requirements for work under this Bid Package.
16. Hollow metal frames will be delivered to the jobsite under Doors, Frames, and Finish Hardware Bid Package. It is this Subcontractor's responsibility to receive / unload, distribute to the required locations on each floor, and install the hollow metal frames that are installed in metal stud walls. These frames are to be installed by this Subcontractor.
17. Installation of access doors not shown on the drawings but required by MEP trades is by this subcontractor.
18. Seal all voids at perimeter edges of electrical boxes, etc. in all sound partition walls.
19. Provide holes, cutouts framing, and related requirements for miscellaneous specialties, light fixtures, electrical, and mechanical work, etc. as required.
20. This Subcontractor shall include patching and repair to drywall for reasonable damage. Reasonable damage includes wear and tear to drywall, corner bead repair, knicks, and other minor repairs.
21. If drywall is indicated to be applied over existing surfaces, all required surface preparation, shimming, etc. is the responsibility of this Bid Package.
22. Provide metal studs, furring, shaft wall studs, and gauge metals as required.
23. Provide expansion joints, control joints, reveal, trim pieces within the work of this Bid Package.
24. Provide acoustical sealants within or adjacent to the work of this Bid Package.
25. Coordinate framing around work installed by other trades and existing conditions as required. Provide holes, cutouts, framing and related requirements for miscellaneous specialties, light fixtures, electrical



- and mechanical work, etc. as required. It is the responsibility of this Bid Package to request any required framing block-outs prior to framing walls and ceilings (access panels, lights, etc). Any re-framing required due to lack of coordination will be the responsibility of this Bid Package.
26. Seal openings above ceiling through non-rated drywall partitions. Finish or mud tight to all mechanical, electrical, telecom, plumbing, fire protection, structural penetration, etc. in drywall above ceiling. Fire-stopping in rated drywall partitions of MEP/FP through-penetrations is by the Subcontractor making the penetration. Provide return air openings at full height walls to deck at locations indicated on Mechanical Drawings.
  27. Provide moisture resistant drywall as required.
  28. Point-up will be done in two phases - once after prime painting before the first finish coat, then a second point-up just before the second finish coat. During the second point-up, the painter shall assist in directing the finishers.
  29. Provide fit and finish caulking at acoustical ceiling wall mold where gaps between the wall and wall mold result due to imperfections in the wall surface.
  30. Typical, minor point-up resulting from the punch list is included.
  31. Bidder is responsible for reviewing existing conditions and all contract documents to determine amount of patching and point-up.
  32. Include patching and repair to new drywall work and for existing drywall for reasonable damage.
  33. Provide task lighting as required for the work of this Bid Package.
  34. Provide all trade work that is associated with this bid package, for any mockups, as specified.
  35. Provide all wall protection and corner guards.

## **GENERAL**

1. This Subcontractor is responsible for unloading, storing, distribution, and protection of all work provided under this Bid Package.
2. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within thirty (30) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
3. Provide project specific shop drawings for all flashing details.
4. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
5. It is understood by this Subcontractor that multiple mobilizations will be required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.
6. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
7. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.



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8. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
9. Must follow Monteith Construction's Waste Management Policy.

### **SPECIAL CONDITIONS**

1. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.
2. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
3. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other requirements under this Bid Package.
4. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
5. Reference all sections of the Special Conditions of the Contract for additional requirements.

### **SAFETY**

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



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Bid Package #BP09B - Ceilings

## **Bid Package #BP09B - Ceilings**

### **09 51 13 Acoustical Panel Ceilings**

### **Description of Work**

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

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

#### **ACOUSTICAL CEILINGS**

1. This Subcontractor shall provide a complete acoustical tile ceiling system package that includes, but is not limited to the following items: suspension systems, stabilizer bars, acoustical ceiling panels, hanger wire, grid, seismic bars and trim where required, struts, clips (seismic, hold down, impact, etc.), related accessories, acoustical sealants, sound blankets, etc. as may be required to provide a complete and functional acoustical tile ceiling system, whether detailed and/or implied on the Contract Documents, this Subcontractor is responsible for providing that item.
2. Provide hanger wires where required to support light fixtures, devices, etc.
3. Provide cutouts in ceiling tiles and cut ceiling tiles for penetrations for other trades. Coordinate these openings with the appropriate Subcontractor. This includes, but is not limited to, sprinkler heads, exit signs, fire alarm devices, HVAC grilles, can lights, security and telecom devices, etc.
4. Include \$2,500 for unattributable damages incurred during construction. This Subcontractor shall submit daily work tickets to Monteith Construction's Superintendent to sign when this work is being performed. Any portion of the money that is not used by the end of project shall be credited back to Monteith Construction.
5. Include all trims and accessories associated with ceiling grid installation and transitions between ACT and all adjacent materials.
6. Review and perform field measurements for ceiling heights in areas with acoustical ceilings two (2) weeks prior to the scheduled start of ceiling grid installation in each area. Immediately notify the Construction Manager in writing of any items which will prevent the ceiling from being installed at the height indicated and advise if any additional bulkheads are required.
7. Include a full pass through for all acoustical ceiling areas for typical punch list work, including, but not limited to touch-up and replacement of damaged ceiling tiles.



8. Provide layout and engineering as required for work in this bid package to ensure balanced cut tile borders at the edges of the room. If layout results in borders less than 2" on 2x2 tiles, use 2x4 tiles cut down to give the appearance of a full 2x2 tile.
9. Provide extra material per the specifications.
10. Subcontractor will be responsible for offloading and distributing their materials. The use of one of the elevators is permitted or the subcontractor may choose to utilize an exterior opening created on each floor through the removal of an existing window. Hoisting equipment is by this subcontractor.

### **GENERAL**

1. This Subcontractor is responsible for unloading, storing, distribution, and protection of all work provided under this Bid Package.
2. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within thirty (30) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
3. Provide project specific shop drawings for all flashing details.
4. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
5. It is understood by this Subcontractor that multiple mobilizations will be required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.
6. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
7. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
8. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
9. Must follow Monteith Construction's Waste Management Policy.

### **SPECIAL CONDITIONS**

1. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.
2. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
3. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other requirements under this Bid Package.
4. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
5. Reference all sections of the Special Conditions of the Contract for additional requirements.



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### **SAFETY**

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



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# **Bid Package #BP09C Carpet and Resilient Flooring**

## **09 65 13 Resilient Base and Accessories**

## **09 65 19 Resilient Tile Flooring**

## **09 65 20 Sheet Vinyl Floor Coverings**

## **09 68 16 Sheet Carpeting**

### **Description of Work**

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

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

#### **RESILIENT FLOORING AND CARPET**

1. Provide all resilient flooring and carpet work for a complete installation including, but not limited to the following: resilient sheet, tile, rubber base, outside corners, rubber stair treads and risers, carpet tile, special shapes, adhesives, trim, transitions, floor leveling / floor prep, etc. as may be required to provide a complete and functional resilient flooring and carpet package, whether detailed and/or implied on the Contract Documents, this Subcontractor is responsible for providing that item.
2. Provide carpet tile, adhesives, etc. as indicated on the Contract Documents, or as needed for a complete installation.
3. Provide carpet tile, transitions strips, trim, adhesives, related accessories, etc. as may be required to provide a complete and functional carpet package.
4. Provide all patterns, inlays, and borders as required.
5. Vacuum carpets at completion of work at each area and replace any damaged or stained carpeting.
6. Provide rubber base, manufacturer outside corners, and job formed inside corners. This Subcontractor shall assure that the base is tightly adhered throughout the length of each piece.
7. Review substrates at areas to receive resilient flooring and carpet at least (2) weeks prior to the scheduled start of work for each area. Immediately notify the Construction Manager in writing of any unacceptable substrates, allowing adequate time for corrective work to be performed prior to the scheduled start of your work for that area. Start of work indicates acceptance of substrate conditions and full responsibility for completed work.
8. Provide surface preparation and leveling as required for installation of the materials installed under this package, including minor reasonable floor leveling prep of subsurface (examples: minor low spots,





concrete control joints, etc.). Concrete patch / leveling material and adhesive must be compatible per the manufacturer's specifications.

9. Provide moisture testing of concrete slabs before installation.
10. Include an allowance of \$3,500 for excessive floor prep. This Subcontractor shall submit daily work tickets to Monteith Constructions Superintendent to sign when this work is being performed. Any portion of the money that is not used at the end of project shall be credited back to Monteith Construction.
11. Include an allowance of \$5,000 for floor protection as directed by the Project Superintendent. his Subcontractor shall submit daily work tickets to Monteith Constructions Superintendent to sign when this work is being performed. Any portion of the money that is not used by the end of project shall be credited back to Monteith Construction.
12. Subcontractor will be responsible for offloading and distributing their materials. The use of one of the elevators is permitted or the subcontractor may choose to utilize an exterior opening created on each floor through the removal of an existing window. Hoisting equipment is by this subcontractor.
13. Include an attic stock of 2 percent of quantity installed.

## **GENERAL**

1. This Subcontractor is responsible for unloading, storing, distribution, and protection of all work provided under this Bid Package.
2. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within thirty (30) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
3. Provide project specific shop drawings for all flashing details.
4. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
5. It is understood by this Subcontractor that multiple mobilizations will be required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.
6. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
7. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
8. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
9. Must follow Monteith Constructions Waste Management Policy.

## **SPECIAL CONDITIONS**



1. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.
2. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
3. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other requirements under this Bid Package.
4. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
5. Reference all sections of the Special Conditions of the Contract for additional requirements.

## **SAFETY**

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



MONTEITH

Bid Package #BP09D Hard Tile

## **Bid Package #BP09 Hard Tile**

### **Description of Work**

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

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

#### **CERAMIC TILE**

1. Provide all tile work for a complete installation including, but not limited to the following: porcelain tile, ceramic tile, wall tile, tile base, thresholds, special shapes, tile accessories, trim pieces, setting material, grout, crack isolation membrane, stone thresholds, transitions, surface preparation, floor leveling, sealants, expansion joints, control joints, isolation joints, floor protection, cleaning, sealants, etc. as may be required to provide a complete and functional hard tile package, whether detailed and/or implied on the Contract Documents, this Subcontractor is responsible for providing that item.
2. Review substrates and perform field measurements of areas to receive tile two (2) weeks prior to the scheduled start of work for each area. Immediately notify the Construction Manager in writing of any unacceptable substrates, allowing adequate time for corrective work to be performed prior to the scheduled start of your work for that area. Start of tiling work indicates acceptance of substrate conditions and full responsibility for completed work.
3. Provide tile sizes as shown noted in Contract Documents using manufactured pieces. Cut tiles only when uncut pieces cannot be used.
4. Layout tile patterns at each area for approval by Architect, Owner, and Monteith Construction prior to tile installation.
5. Provide special tile trim pieces at any location that require special trim pieces.
6. Provide surface preparation as necessary for installation of this work, including minor reasonable floor leveling / preparation of subsurface /waterproofing (examples: minor low spots, concrete control joints, etc.).
7. This Subcontractor shall clean all floor and wall tile at completion of work.
8. Include an allowance of \$1,000 for excessive floor prep. This Subcontractor shall submit daily work tickets to Monteith Construction's Superintendent to sign when this work is being performed. Any portion of the money that is not used by the end of project shall be credited back to Monteith Construction.
9. Include an allowance of \$2,000 for floor protection as directed by the Project Superintendent. This Subcontractor shall submit daily work tickets to Monteith Construction's Superintendent to sign when



this work is being performed. Any portion of the money that is not used by the end of project shall be credited back to Monteith Construction.

10. Provide underlayment compound and surface preparation as necessary for installation of this work.
11. Cut tiles neatly around other trades work such as receptacles, switches, thermostats, specialties, etc.
12. Caulking and sealants are included as required.
13. Subcontractor will be responsible for offloading and distributing their materials. The use of one of the elevators is permitted or the subcontractor may choose to utilize an exterior opening created on each floor through the removal of an existing window. Hoisting equipment is by this subcontractor.
14. Include an attic stock of 2 percent of quantity installed.

## **GENERAL**

1. This Subcontractor is responsible for unloading, storing, distribution, and protection of all work provided under this Bid Package.
2. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within thirty (30) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
3. Provide project specific shop drawings for all flashing details.
4. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
5. It is understood by this Subcontractor that multiple mobilizations will be required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.
6. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
7. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
8. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
9. Must follow Monteith Construction's Waste Management Policy.

## **SPECIAL CONDITIONS**

1. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.
2. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
3. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other requirements under this Bid Package.



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4. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
5. Reference all sections of the Special Conditions of the Contract for additional requirements.

### **SAFETY**

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



MONTEITH

Bid Package #BP 09E Paint, Wallcovering & Sealed Concrete

## **Bid Package #BP 09E Paint, Wallcovering & Sealed Concrete 09 91 23 Interior Painting**

### **Description of Work**

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

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

#### **PAINTING**

1. This Subcontractor shall provide a complete painting system package that includes, but is not limited to the following items: paint gypsum wallboard walls, ceilings, soffits, and bulkheads; paint hollow metal doors, door frames, and window frames; paint exposed surfaces of steel pan stairs and railings; paint unfinished MEP/FP items required to be field painted in MEP/FP specifications; provide concrete floor sealer; etc. as may be required to provide a complete and functional painting system, whether detailed and/or implied on the Contract Documents, this Subcontractor is responsible for providing that item.
2. Include \$6,000.00 for unattributable damages incurred during construction. This Subcontractor shall submit daily work tickets to Monteith Construction's Superintendent to sign when this work is being performed. Any portion of the money that is not used by the end of project shall be credited back to Monteith Construction.
3. Include repainting exposed structure, walls, and ceilings in stair 1.
4. Include repainting exposed structure, walls, and ceilings in stair 2.
5. Provide all interior painting required by the Contract Documents.
6. Refer to Contract Documents for general location, color, and finish materials for items scheduled to receive paint. Notify Monteith Construction of any item where a paint color is not specified such that an appropriate paint color can be selected by the architect and in sufficient time to meet the requirements of the project schedule.
7. This Subcontractor shall include all miscellaneous touch up of walls occurring between prime coat and finish coat and must obtain the consensus of Monteith Construction prior to beginning final coat. The final paint coat shall be installed after the flooring and ceilings are in place. The Painting Subcontractor



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- shall include minor touch-up of drywall partitions and ceilings (i.e. small nicks shall be repaired by the Painting Subcontractor).
8. Provide concrete sealer on slabs, including any required cleaning, surface preparation, and buffing of concrete floors for a smooth finish.
  9. The staining and finishing of millwork, casework, and wood doors is not included. These items will be prefinished by others.
  10. Include all surface preparation and cleaning as necessary for painting. Review substrates at areas to be painted at least (2) weeks prior to the scheduled start of work for each area. Immediately notify the Construction Manager in writing of any unacceptable substrates, allowing adequate time for corrective work to be performed prior to the scheduled start of your work for that area. Start of work indicates acceptance of substrate conditions and full responsibility for completed work. Re-priming of areas requiring substrate repairs after acceptance of substrate condition will be by the Painting Subcontractor regardless of timing. Repainting of areas not achieving acceptable finish results shall be redone at the Painting Subcontractor's expense.
  11. Prepare ferrous metal surfaces prior to starting painting operations. Solvent clean all galvanized and aluminum surfaces scheduled to receive paint. Finishes on wood and metal surfaces to be sanded between coats to assure smoothness and adhesion of subsequent coats.
  12. The Painting Subcontractor shall field verify that the moisture content of all surfaces receiving paint are within paint manufacturer's acceptable limits.
  13. Provide final (second) coat of floor sealer and stain at completion of project.
  14. Provide all labor and materials required to fill in minor dents in hollow metal doors and frames including sanding smooth to be ready for final finish paint. Notify the Construction Manager if any frames are damaged beyond minor bondo work.
  15. Clean any overspray or paint on items not scheduled to be painted immediately after painting.
  16. Subcontractor will be responsible for offloading and distributing their materials. The use of one of the elevators is permitted or the subcontractor may choose to utilize an exterior opening created on each floor through the removal of an existing window. Hoisting equipment is by this subcontractor.
  17. Protect all surfaces adjacent to areas to be painted from paint overspray, brush marks, etc. Cover open junction boxes such that overspray does not adhere to wires, devices, etc. Protect flooring, mechanical equipment, plumbing fixtures, countertops, etc.

### **GENERAL**

1. This Subcontractor is responsible for unloading, storing, distribution, and protection of all work provided under this Bid Package.
2. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within thirty (30) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
3. Provide project specific shop drawings for all flashing details.
4. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.



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5. It is understood by this Subcontractor that multiple mobilizations will be required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.
6. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
7. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
8. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
9. Must follow Monteith Construction's Waste Management Policy.

### **SPECIAL CONDITIONS**

1. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.
2. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
3. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other requirements under this Bid Package.
4. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
5. Reference all sections of the Special Conditions of the Contract for additional requirements.

### **SAFETY**

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





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



MONTEITH

Bid Package #BP 10A – Accessories & Cubicle Track

**Bid Package #BP 10A – 10 21 13 Toilet Compartments  
10 44 13 Fire Extinguishers Cabinets & Accessories  
10 80 10 Toilet and Bath Accessories**

## **Description of Work**

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

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

### **ACCESSORIES**

1. This Subcontractor shall provide a complete accessories package that includes but is not limited to the following items: mirrors, grab bars, coat hooks, toilet partitions, shower seat, curtain and curtain track and installation, whether detailed and/or implied on the Contract Documents, this Subcontractor is responsible for providing that item.
2. Provide all fire extinguishers and fire extinguisher cabinets.
3. All installation is by this contractor.
4. Refer to Contract Documents for location, color, and finish materials for items scheduled.
5. This Subcontractor shall include all miscellaneous patching, including labor and materials required to fill in minor dents & holes. The Painting Subcontractor shall include minor touch-up of drywall partitions and ceilings (i.e. small nicks shall be repaired by the Painting Subcontractor).
6. Provide mock-ups as required for work under this Bid Package.
7. Include all surface preparation and cleaning as necessary.
8. Subcontractor will be responsible for offloading and distributing their materials. The use of one of the elevators is permitted or the subcontractor may choose to utilize an exterior opening created on each floor through the removal of an existing window. Hoisting equipment if needed is by this subcontractor..

### **GENERAL**

1. This Subcontractor is responsible for unloading, storing, distribution, and protection of all work provided under this Bid Package.



2. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within thirty (30) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
3. Provide project specific shop drawings for all flashing details.
4. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
5. It is understood by this Subcontractor that multiple mobilizations will be required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.
6. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
7. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
8. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
9. Must follow Monteith Construction's Waste Management Policy.

### **SPECIAL CONDITIONS**

1. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.
2. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
3. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other requirements under this Bid Package.
4. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
5. Reference all sections of the Special Conditions of the Contract for additional requirements.

### **SAFETY**

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



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but is not intended to exclude any safety related item that may be required: personal protective equipment, fall arrest systems, fall protection barricades, scaffolding and ladder safety, electrical safety, hoist way and machine room safety, material handling and equipment safety, etc. and other required safety provisions.

4. All scaffolding, erection, dismantling, access and use of scaffolding are to be in full compliance with local and state regulations
5. Provide all traffic control (barricades, fences, flagmen, temporary signage, etc.) as required by the City of Wilmington, NCDOT, etc. to complete all work under this Bid Package.
6. Subcontractor is responsible to comply with Monteith Construction Safety Manual. Items include, but are not limited to the follow:
7. New employee training
8. Weekly toolbox talks
9. Task specific training
10. Drug and alcohol screening
11. Injury management



MONTEITH

Bid Package #BP 10B Signage

## **Bid Package #BP 10B Signage**

### **10 14 00 - Signage**

### **Description of Work**

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

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

#### **SIGNAGE**

1. This Subcontractor shall provide all interior signage as indicated in plans and specifications.
2. Subcontractor will be responsible for offloading and distributing their materials. The use of one of the elevators is permitted or the subcontractor may choose to utilize an exterior opening created on each floor through the removal of an existing window. Hoisting equipment if needed is by this subcontractor.

#### **GENERAL**

1. This Subcontractor is responsible for unloading, storing, distribution, and protection of all work provided under this Bid Package.
2. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within thirty (30) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
3. Provide project specific shop drawings for all flashing details.
4. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
5. It is understood by this Subcontractor that multiple mobilizations will be required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.
6. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.



7. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
8. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
9. Must follow Monteith Construction's Waste Management Policy.

### **SPECIAL CONDITIONS**

1. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.
2. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
3. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other requirements under this Bid Package.
4. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
5. Reference all sections of the Special Conditions of the Contract for additional requirements.

### **SAFETY**

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



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11. Injury management



MONTEITH

Bid Package #BP 10D Headwalls

## Bid Package #BP10D Headwalls

### Description of Work

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

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

#### **HEADWALLS**

1. This Subcontractor shall supply only all headwall units per the plans and specifications.
2. Subcontractor shall provide shop drawings showing rough-in locations and blocking requirements.
3. All units will have single point connections for utilities.

#### **GENERAL**

1. This Subcontractor is responsible for unloading, storing, distribution, and protection of all work provided under this Bid Package.
2. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within thirty (30) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
3. Provide project specific shop drawings for all flashing details.
4. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
5. It is understood by this Subcontractor that multiple mobilizations will be required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.
6. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
7. Review architectural details with civil and structural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
8. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.





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

### **SPECIAL CONDITIONS**

1. All deliveries must be coordinated and scheduled with the Construction Manager's project superintendent prior to delivery on site.
2. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
3. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other requirements under this Bid Package.
4. This Subcontractor shall return site conditions to the same condition it was turned over to this Subcontractor after the completion of the work of this Bid Package.
5. Reference all sections of the Special Conditions of the Contract for additional requirements.

### **SAFETY**

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



MONTEITH

Bid Package #BP 2100 – 21 00 00 Water-Based Fire Suppression Systems

## **Bid Package #BP 2100 – 21 00 00 Water-Based Fire Suppression Systems Description of Work**

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

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

### **FIRE PROTECTION**

1. Provide a complete and operational fire protection system. Include all sprinkler piping, heads, valves, caps, control valve assemblies, and fire department connections according to the contract documents and the NC DOI Requirements for Automatic Fire Sprinkler Systems. Fire protection system complete from 1' above finish floor where fire service water lines enter building, including final service connections.
2. Controls and switches and all associated control wiring (regardless of voltage) as required.
3. Motor starters, fuses and disconnects integral with fire protection equipment.
4. Review electrical drawings to verify that power shown to be provided for equipment furnished by this Bid Package is adequate. If equipment furnished requires different power than that shown on the electrical drawings, the cost to revise the power is the responsibility of this Bid Package.
5. Design and submit all shop drawings, calculations, catalog cuts, etc. as required to appropriate state and local authorities and insurance company to obtain all approvals as required.
6. Perform flow tests prior to starting design of fire protection system. Submit report to Construction Manager.
7. Pads, curbs, inertia bases and other concrete work necessary for the installation of the work within this package. All interior pads are to be painted yellow.
8. Vibration isolation and seismic control devices and calculations required by regulations for seismic site class as indicated on the contract documents.
9. Blocking / backing is provided by the Drywall Subcontractor. Submit blocking / backing requirements and location drawings in drywall partitions to the Drywall Subcontractor. Blocking / backing that is not submitted prior to the commencement of wall framing will be the responsibility of this Bid Package.
10. Coordinate installation of sprinkler heads such that the heads are located in the center of acoustical ceiling tiles and symmetrically installed.
11. Coordination of sprinkler head layout prior to installation with other overhead work.
12. The Acoustical Ceilings Subcontractor is responsible for cutting holes in ceiling tiles for sprinkler heads. The cut tiles will be installed in the grid in each room. This Bid Package is responsible for installing the



sprinkler head in the cut tiles. This includes removing the tile from the grid and reinstalling in the correct location if necessary. The cost to repair or replace any tiles damaged by this Bid Package will be the responsibility of this Bid Package.

13. Provide cages on sprinkler heads in rooms with exposed ceilings (mechanical, electrical, etc.).
14. Provide caulking, sealants, and fire-stopping for all work installed under this Bid Package.
15. Provide and locate access doors as necessary or specified for work within this package.
16. Provide sleeves, block-outs, coring, and supports necessary for the work within this Bid Package.
17. Furnish sleeves for all masonry wall penetrations in new masonry construction. Masonry Subcontractor to install. Fire Protection Subcontractor to clearly indicate the exact location for the sleeves and verify location.
18. Provide coding of piping, systems, and equipment as necessary for work within this Bid Package.
19. Painting of exposed piping is by the Painting Subcontractor. This contractor to protect sprinkler heads prior to painting.
20. Install all piping and sleeves parallel to or at right angles to the building structure.
21. Install hangers prior to fireproofing when possible and patch otherwise at the expense of this Bid Package.
22. Testing and Inspections, and system certifications/verification at conclusion of project. Provide personnel to conduct tests of the fire suppression systems. Include testing and inspections on a per phase basis.

## **GENERAL**

1. Submittals and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be provided in a timely manner so that it will enable all affected parties to meet the Project Schedule.
2. The Owner will employ an independent testing agency (ITA) to perform all testing and inspection services required. This Subcontractor will be required to cooperate with ITA during all inspections. This Subcontractor will be responsible to notify the Construction Manager twenty-four (24) hours in advance of any required inspections. The Construction Manager will be responsible for scheduling all inspections by the ITA. All results are to be reported in a field report issued by the ITA to the Construction Manager for distribution to this Subcontractor, the A/E, the Owner, and the Building Inspector.
3. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
4. It is understood by this Subcontractor that multiple mobilizations maybe required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.
5. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.



6. Review structural details with architectural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
7. Provide layout and engineering as required for all work in this Bid Package.
8. Must follow Monteith Construction's Waste Management Policy.

## **GENERAL**

1. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within sixty (60) days from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
2. The Owner will employ an independent testing agency (ITA) to perform all testing and inspection services required. This Subcontractor will be required to cooperate with ITA during all inspections. This Subcontractor will be responsible to notify the Construction Manager twenty-four (24) hours in advance of any required inspections. The Construction Manager will be responsible for scheduling all inspections by the ITA. All results are to be reported in a field report issued by the ITA to the Construction Manager for distribution to this Subcontractor, the A/E, the Owner, and the Building Inspector.
3. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
4. It is understood by this Subcontractor that multiple mobilizations may be required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.
5. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
6. Review fire protection details with structural, mechanical, electrical, plumbing, and architectural details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
7. Provide layout and engineering as required for all work in this Bid Package.

## **SPECIAL CONDITIONS**

1. Reference the Special Conditions of the Contract for Building Information Modeling (BIM) requirements.
2. Reference all sections of the Special Conditions of the Contract for additional requirements.
3. This project is being completed in multiple phases in accordance with the Project Construction Schedule included in Exhibit S. This Subcontractor is to include expected durations for delivery and installation of fire protection work with this CPM schedule.
4. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.



5. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other requirements under this Bid Package.

## **SAFETY**

1. This Subcontractor is fully responsible and accountable for safely performing this Bid Package scope of work. The following items are typical safety requirements that shall be included in the scope of work, but are not intended to exclude any safety related item that may be required: personal protective equipment, traffic control, material handling and equipment safety, hazardous material safety, etc.
2. Subcontractors and their lower tier subcontractors will be required to comply with Temporary Facilities and Controls, all applicable OSHA standards, and other local, state, and federal regulations. The more stringent of these will apply.
3. This Subcontractor is fully responsible and accountable for safely performing this Bid Packages scope of work. The following items are typical safety requirements that shall be included in the scope of work, but is not intended to exclude any safety related item that may be required: personal protective equipment, fall arrest systems, fall protection barricades, scaffolding and ladder safety, electrical safety, hoist way and machine room safety, material handling and equipment safety, etc. and other required safety provisions.
4. Subcontractor is responsible to comply with Monteith Construction Safety Manual. Items include, but are not limited to the follow:
  - a. New employee training
  - b. Weekly toolbox talks
  - c. Task specific training
  - d. Drug and alcohol screening
  - e. Injury management

## **Coordination Drawings**

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



subcontractor from the responsibility of submitting work specific shop drawings to the Design Team for review. The subcontractor is to fully understand the BIM requirements as related to their scope of work, and make adequate provisions in the base bid amount to participate in the coordination process from inception to completion.

1. This coordination effort will be led by the Construction Manager with input from all MEPFS & T trades as follows:
2. The Construction Manager will provide baseline 3D models and 2D CAD files to all subcontractors for coordination. The models and CAD files will be produced either by the Design Team, or by the Construction Manager following the Contract Construction Documents.
3. This Subcontractor shall be responsible for creating 3D models and 2D dimensioned drawings of all of their contract work, both horizontal and vertical. The 3D models should include any and all systems and components pertaining to this subcontractor's scope of work.
4. An initial "BIM Coordination Kickoff Meeting" will be held prior to Construction Manager-led BIM Coordination activities. This meeting is to establish milestone dates per the Construction Schedule, system sequencing and precedence, model and coordination drawing submittal process, and to introduce all parties involved in coordination. The kickoff meeting will be mandatory for the Project Manager, BIM Detailer, and Superintendent / Foreman of all trades involved in the coordination process.
5. Weekly Coordination Meetings will be held after the BIM Kickoff Meeting, and will continue until the coordination process is complete for all areas of the project. Weekly meetings will be scheduled by MCC. These meetings will be mandatory for the BIM Detailer and Project Manager of all trades involved in the coordination process. Superintendent / Foreman participation is highly suggested.
6. Areas of the project will be fully coordinated in the order set in the BIM Coordination Kickoff Meeting. As areas are coordinated, each subcontractor is to produce scaled, fully dimensioned drawings of their respective system within that area. Dimensioned Drawings are to include elevations, dimensions, isometrics, etc of systems and components in order to accurately install the systems. Dimensions and elevations are to be set by the subcontractor. Project Control Lines, when available, will be provided by MCC.
7. Dimensioned Drawings will be sent out to each subcontractors Project Manager via DocuSign. Each Project Manager is to promptly review these dimensioned drawings to assure accordance with the contract. Once reviewed, the Project Manager is to sign the dimensioned drawings on DocuSign. All cost attributable to failure of a subcontractor to provide its timely approval of the dimensioned drawings or failure to cooperate in the production or assembly of input for said drawings shall be



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borne by such subcontractor.

8. When the Coordination process is complete, monthly As-Built Meetings will be scheduled by MCC. The intent of these meetings is to record any changes to the coordination drawings that occurred in the field. Each subcontractor is responsible for relaying any drawings and markups to their BIM Detailer before this meeting so that the models accurately reflect what is installed. The As-built models will be converted to dimensioned drawings at the end of the project, and submitted to the Design Team for record.
9. The Construction Manager shall publish a list of all the required 3D dimensioned drawings with due dates for each.
10. Coordination efforts are not to take place solely at the date and time of the weekly scheduled meetings. Each subcontractor is responsible for communicating with other trades involved in the coordination process to ensure all milestone dates are reached. The intent of the weekly scheduled meetings is to evaluate areas with major conflicts, and determine the best course of action for clash resolution in these areas.
11. The subcontractor is responsible for identifying all potential conflicts with the building as designed by the Design Team. The Subcontractor shall include all required piping / duct modifications, fittings, etc to comply with the final system layouts. The Subcontractor shall include all required piping / duct modifications, fittings, etc to comply with field conditions for connections into existing utilities or systems.
12. All systems in the building are to be coordinated with accurate representations of the access spaces needed to properly use and maintain the systems. This subcontractor shall include all necessary offsets, etc to provide access to all devices and equipment for access. All cost associated with relocating aforementioned devices and equipment to more accessible locations due to improper coordination efforts shall be borne by this subcontractor.
13. The Construction Manager shall be responsible for merging the dimensioned drawings into a single coordinated drawing set for submittal to the Design Team for review.
14. Each subcontractor that has stake in the coordination process will be required to sign off on acceptance of the coordinated dimensioned drawings prior to installation of systems in the given area.
15. The coordination activities include below and above ground work of HVAC, Electrical, Plumbing, Fire Suppression / Protection, Telecommunications, Fire Alarm, etc within five feet (5') of the building line.



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16. If the Subcontractor does not have in-house modeling capabilities, if the Subcontractor needs contact information to price out BIM Detailing and Coordination, or if the Subcontractor has any questions about these requirements, please contact Will McLawhorn at [wmclawhorn@monteithco.com](mailto:wmclawhorn@monteithco.com).





MONTEITH

Bid Package #BP 2200 – 22 00 00 Plumbing

## **Bid Package #BP 2200 – 22 00 00 Plumbing**

### **Description of Work**

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

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

#### **PLUMBING**

1. Provide plumbing systems complete and operable per applicable codes and as indicated on the drawings, specifications, and bid scope of work. Includes related work within five feet of building lines including final service connections.
2. Cut, cap, and make safe for demolition.
3. Provide domestic water, sanitary sewer, waste and vent piping systems, and storm drainage piping systems, and medical vacuum and compressed air piping systems.
4. Include for all wall and ceiling cutting and patching to complete this work.
5. Plumbing fixtures, hose bibs, drains, vents, cleanouts, valves, arrestors, trap primers, heat tracing, and all other plumbing related hardware, equipment and accessories required for a complete system.
6. Domestic hot water system including water heaters, tanks, pumps, sump pumps, circuit setters, pressure reducing valve assembly, backflow preventers, pressure regulators, etc.
7. Include all demolition and removal of plumbing systems as required and shown on drawings.
8. All concrete floor cutting and core drilling for this trade will be done by the plumbing contractor. Patching and fire stopping is the responsibility of the plumbing contractor.
9. Motor starters, fuses, and disconnects integral with plumbing equipment.
10. Furnish variable frequency drives to Electrical Subcontractor for installation.
11. Review electrical drawings to verify that power shown to be provided for equipment furnished by this Bid Package is adequate. If equipment furnished requires different power than that shown on the electrical drawings, the cost to revise the power is the responsibility of this Bid Package.
12. Connect all owner-furnished equipment including dental case work and chairs that is related to this scope of work. Provide connections, fittings, valves, etc. as necessary for installation.
13. Provide connections to all commercial and residential appliances. Include all necessary valves, fittings, etc. as necessary.
14. Disconnection and demolition and removal of existing plumbing systems (including fixtures, piping, insulation, hangers & supports, etc.) as indicated and as required for the installation of the new plumbing work. Include all necessary valves, stops, caps, etc. to make the system safe for demolition.



15. Vibration isolation and seismic control devices and calculations required by regulations for seismic site class as indicated on the contract documents.
16. Pads, curbs, inertia bases and other concrete work necessary for the installation of the work within this package. Paint all pads yellow.
17. Provide in-wall blocking for any plumbing materials in this scope as required. Coordinate schedule with the Drywall Subcontractor. Blocking shall be treated material with edges notched to avoid bending returns of drywall studs.
18. Roof curbs & watertight vent flashings as required for work under this package.
19. Caulking, sealants and fire-stopping for all work installed under this Bid Package.
20. Furnish and locate access doors as necessary or specified for work within this package.
21. Sleeves, block-outs, coring and supports necessary for the work within this package.
22. Furnish sleeves for all masonry wall penetrations in new masonry construction. Masonry Subcontractor to install. Plumbing Subcontractor to clearly indicate the exact location for the sleeves and verify location.
23. Attachment to roof deck is not allowed. Attachments must be made to roof joists and main structural framing members.
24. Insulation for plumbing systems.
25. Provide access doors as necessary or specified for this work.
26. Coding and labeling of piping, systems, and equipment as necessary for work within this package. Painting of exposed piping is by others. Labels to be installed after painting.
27. Install all piping and sleeves parallel to or at right angles to the building structure.
28. Authorized factory start up and owner training.
29. Testing and system certifications as required.
30. Temporary water distribution system within the building as directed by Construction Manager.
31. Layout and engineering as required for work in this Bid Package.
32. Coordination Drawings include a \$ 6,500.00-dollar allowance for this requirement.

## **GENERAL**

1. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within sixty (30) from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
2. This Subcontractor shall provide all labor, materials, and equipment to complete mock-up panel(s) shown in the Contract Documents for all elements associated with this scope of work.
3. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
4. It is understood by this Subcontractor that multiple mobilizations will be required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.



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5. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
6. Review architectural details with structural, mechanical, electrical, plumbing, and fire protection details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
7. Provide layout and engineering as required for all work in this Bid Package.
8. Must follow Monteith Construction's Waste Management Policy.

### **SPECIAL CONDITIONS**

1. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
2. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other requirements under this Bid Package.
3. Reference all sections of the Special Conditions to the Contract for additional requirements.

### **SAFETY**

1. This Subcontractor is fully responsible and accountable for safely performing this Bid Package scope of work. The following items are typical safety requirements that shall be included in the scope of work, but are not intended to exclude any safety related item that may be required: personal protective equipment, traffic control, material handling and equipment safety, hazardous material safety, etc.
2. Subcontractors and their lower tier subcontractors will be required to comply with Temporary Facilities and Controls, all applicable OSHA standards, and other local, state, and federal regulations. The more stringent of these will apply.
3. This Subcontractor is fully responsible and accountable for safely performing this Bid Packages scope of work. The following items are typical safety requirements that shall be included in the scope of work, but is not intended to exclude any safety related item that may be required: personal protective equipment, fall arrest systems, fall protection barricades, scaffolding and ladder safety, electrical safety, hoist way and machine room safety, material handling and equipment safety, etc. and other required safety provisions.
4. Contractor must do their due-diligence in locating all underground utilities, both known and unknown, prior to any excavation work deeper than 6" (six inches). Methods shall include professional locating service, ground penetrating radar and potholing all utilities to verify location and depth before equipment is used within 5' of known utility.
5. Subcontractor is responsible to comply with Monteith Construction Safety Manual. Items include, but are not limited to the follow:
  - a. New employee training
  - b. Weekly toolbox talks
  - c. Task specific training
  - d. Drug and alcohol screening



- e. Injury management

### **Coordination Drawings**

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

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



process.

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



systems.

12. All systems in the building are to be coordinated with accurate representations of the access spaces needed to properly use and maintain the systems. This subcontractor shall include all necessary offsets, etc to provide access to all devices and equipment for access. All cost associated with relocating aforementioned devices and equipment to more accessible locations due to improper coordination efforts shall be borne by this subcontractor.
13. The Construction Manager shall be responsible for merging the dimensioned drawings into a single coordinated drawing set for submittal to the Design Team for review.
14. Each subcontractor that has stake in the coordination process will be required to sign off on acceptance of the coordinated dimensioned drawings prior to installation of systems in the given area.
15. The coordination activities include below and above ground work of HVAC, Electrical, Plumbing, Fire Suppression / Protection, Telecommunications, Fire Alarm, etc within five feet (5') of the building line.
16. If the Subcontractor does not have in-house modeling capabilities, if the Subcontractor needs contact information to price out BIM Detailing and Coordination, or if the Subcontractor has any questions about these requirements, please contact Will McLawhorn at [wmclawhorn@monteithco.com](mailto:wmclawhorn@monteithco.com).



MONTEITH

Bid Package #BP 2300 – 23 00 00 HVAC

## **Bid Package #BP 2300 – 23 00 00 HVAC**

### **Description of Work**

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

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

#### **MECHANICAL**

1. Provide mechanical systems complete and operable per applicable codes and as indicated on the drawings, specifications and bid scope of work.
2. Disconnection and demolition and removal of existing HVAC systems (including ductwork, piping, insulation, hangers & supports, etc.) as indicated and as required for the installation of the new HVAC work. Include all necessary valves, stops, caps, etc. to make the system safe for demolition.
3. Include for all wall and ceiling cutting and patching to complete this work.
4. Provide support wires for air devices and mechanical equipment.
5. Vertical and horizontal core drilling, patching and firestopping for mechanical penetrations is the responsibility of this contractor.
6. Ensure climate control in occupied areas during construction including temp cooling and heat as necessary.
7. Variable frequency drives, insulation, mechanical piping, underground pre-insulated piping, pumps, water treatment, air distribution, fans, terminal units, louvers, boilers, heat pumps, chillers, air handling units, commissioning, electric unit heaters, condensing units, tanks, fire / smoke dampers, fire dampers, balancing dampers, valves, switches, reducers, exhausts, flues and caps, pre-manufactured expansion loops, access doors, and all mechanical equipment as indicated on the contract documents and / or needed to provide a complete operational system.
8. Deliver and keep open ends of ductwork closed off to prevent debris / dust from entering until the building is completely enclosed.
9. Provide angle iron frames, vibration isolation and drip pans required for mechanical equipment.
10. Installation of duct-mounted smoke detectors including sampling tubes furnished by the Electrical Subcontractor. Coordinate with Electrical Subcontractor for location and requirements.
11. Mechanical control systems, including the complete building automation system and all associated control / interlock wiring (regardless of voltage), etc. Review fire protection, plumbing, and electrical documents for equipment furnished by other trades that must be monitored by the building automation system.



12. Wiring of dampers, VAVs, other control devices from junction boxes provided by the Electrical Subcontractor in locations indicated on the electrical drawings.
13. Motor starters, fuses and disconnects integral with mechanical equipment.
14. Review electrical drawings to verify that power shown to be provided for equipment furnished by this Bid Package is adequate. If equipment furnished requires different power than that shown on the electrical drawings, the cost to revise the power is the responsibility of this Bid Package.
15. Provide louvers and vents are integral with mechanical equipment. Architectural louvers are provided by others.
16. Connect owner-furnished equipment including all dental case work and chairs that is related to this scope of work. Provide connections, fittings, valves, etc. as necessary for installation.
17. Provide complete testing of mechanical systems.
18. Support commissioning of systems installed under this Bid Package as required.
19. Provide vibration isolation and seismic control devices and calculations required by regulations for seismic site class as indicated on the contract documents.
20. Provide pads, curbs, inertia bases and other concrete work necessary for the installation of the work within this package.
21. Provide bracing, framing, support and anchorage of work in this package as required for structural attachment, wind-loading requirements, and all governing codes and requirements. Steel and miscellaneous metals shown and sized on the structural drawings will be provided by the Structural Steel and Miscellaneous Metals Subcontractor. Any additional or supplemental requirements are the responsibility of this Bid Package. Provide hanger wires where required to support diffusers, devices, etc.
22. Provided blocking / backing is provided by the Drywall Subcontractor. Submit blocking / backing requirements and location drawings to the Drywall Subcontractor. Blocking / backing that is not submitted will be the responsibility of this Bid Package.
23. Provided roof curbs and/or attachments as required for work under this Bid Package. Coordinate curb height with Roofing and Sheet Metal Subcontractor and the slope of the roof deck to ensure adequate flashing height is provided.
24. Provide caulking, sealants, and fire-stopping for all work installed under this Bid Package. Provide metal angles at duct penetrations as required.
25. Provide access doors as necessary or specified for this work.
26. Provide sleeves, block-outs, coring and supports necessary for the work within this package.
27. Furnish sleeves for all masonry wall penetrations in new masonry construction. The Masonry Subcontractors is to install the sleeves. The Mechanical Subcontractor is to clearly indicate the exact location for the sleeves and verify location.
28. Provide embeds, sleeves, block-outs, etc. to be cast in concrete floors and walls. Verify all openings shown on structural drawings for mechanical ductwork / piping are correct and verify locations in the field prior to concrete being poured.
29. Provide mechanical openings required in the existing construction shall be provided by this Bid Package, including any support steel as shown or required by the Architect / Engineer. This bid
30. Package to include all cutting and patching required for this work.





31. Attachment to roof deck is not allowed. Attachments must be made to roof joists and main structural framing members
32. Provide layout and engineering as required for all work in this Bid Package.
33. Provide insulation for mechanical systems.
34. Provide coding and labeling of piping, systems, and equipment as necessary for work within this package. Painting of exposed mechanical work is by the Painting Subcontractor. Labels are to be installed after painting by the Mechanical Subcontractor.
35. This Bid Package will be responsible for the costs to paint any work that is not pre-finished and that is installed after the exposed ceiling has been painted.
36. Install all piping, ductwork, and sleeves parallel to or at right angles to the building structure.
37. Install hangers prior to fireproofing when possible and patch otherwise at the expense of this package.
38. Provide start up and owner training.
39. Provide testing and system certifications as required.
40. Provide filters and warranties as required for use of mechanical system during building construction. Replace filters during construction as required. Include set of clean filters for balancing and if required, a new set prior to Owner acceptance.
41. Provide electrical distribution in excess of the temporary electric provided for the project as required for welders, hoists, etc.
42. Provide all hoisting, unloading, and cranes for the setting of mechanical equipment as needed. Any required permitting or traffic control is the responsibility of this contractor.
43. Attendance at weekly subcontractor meetings by all second-tier subcontractors under this Bid Package is required at least two weeks prior to and during their work onsite.
44. Coordination Drawings include a \$ 6,500.00-dollar allowance for this requirement.

## **TEST AND BALANCE**

1. This Subcontractor shall provide complete test and balance of mechanical systems that includes, but is not limited to the following items: providing all labor, material, equipment, and hoisting necessary and/or incidental as required to complete the scope of work identified in the Construction Documents.
2. Perform testing, adjusting, and balancing for all of the HVAC and domestic water systems.
3. Perform a complete design review of the Construction Documents, shop drawings, and submittal information for discrepancies.
4. Perform testing and adjusting for pressurization from space to space with complete documentation.
5. Coordinate testing requirements and reports with the Mechanical, Electrical Subcontractor, and Commissioning Agent.
6. Use test instruments that have been calibrated within a time period as recommended by the certifying agency or the manufacturer, whichever is more recent. Instruments shall be checked for accuracy prior to the start of the testing, adjusting, and balancing activity. The Subcontractor shall be responsible for the selection of the test instruments used to perform this work, and shall submit a complete list of instruments it proposes for approval. The list shall include the manufacturers name, model, and serial



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number of each instrument and copies of calibration certificates prior to beginning work. No work shall commence until the list has been approved by Monteith Construction. Re-measurement of air distribution devices shall be accomplished utilizing the same instruments used in the original balance report.

7. Measure up to ten percent (10%) of air distribution devices (or more if required by Contract Documents) in the presence of the Owner, Architect, Engineers, and Monteith Construction to demonstrate the final balance report is correct.
8. Submit the final balancing report for approval. Promptly address all listed deficient items including re-balancing as necessary. Resubmit a revised final report if required. This process shall be repeated at the Subcontractor's expense until the report is accepted by the Architect and Engineers without corrections needed.
9. Include the cost to replace sheaves and belts required for correct balance.
10. Participate in and provide guidance during the development of coordination drawings. Identify and locate where additional dampers, valves, etc. are needed for proper execution of this scope of work.
11. Provide all platform ladders, scaffolding, and other means to access required areas.

### **GENERAL**

1. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within sixty (60) from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
2. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
3. It is understood by this Subcontractor that multiple mobilizations will be required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.
4. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
5. Review mechanical details with architectural, structural, electrical, plumbing, and fire protection details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
6. Provide layout and engineering as required for all work in this Bid Package.
7. Must follow Monteith Construction's Waste Management Policy.

### **SPECIAL CONDITIONS**

1. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.



2. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other requirements under this Bid Package.
3. Install access panels/doors furnished by other Bid Packages at all wall and ceiling assemblies provided under this Bid Package.
4. Reference all sections of the Special Conditions to the Contract for additional requirements.

## **SAFETY**

1. This Subcontractor is fully responsible and accountable for safely performing this Bid Package scope of work. The following items are typical safety requirements that shall be included in the scope of work, but are not intended to exclude any safety related item that may be required: personal protective equipment, traffic control, material handling and equipment safety, hazardous material safety, etc.
2. Contractor must do their due-diligence in locating all underground utilities, both known and unknown, prior to any excavation work deeper than 6" (six inches). Methods shall include professional locating service, ground penetrating radar and potholing all utilities to verify location and depth before equipment is used within 5' of known utility.
3. Subcontractor is responsible to comply with Monteith Construction Safety Manual. Items include, but are not limited to the follow:
  - a. New employee training
  - b. Weekly toolbox talks
  - c. Task specific training
  - d. Drug and alcohol screening
  - e. Injury management

## **Coordination Drawings**

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



subcontractor from the responsibility of submitting work specific shop drawings to the Design Team for review. The subcontractor is to fully understand the BIM requirements as related to their scope of work, and make adequate provisions in the base bid amount to participate in the coordination process from inception to completion.

1. This coordination effort will be led by the Construction Manager with input from all MEPFS & T trades as follows:
2. The Construction Manager will provide baseline 3D models and 2D CAD files to all subcontractors for coordination. The models and CAD files will be produced either by the Design Team, or by the Construction Manager following the Contract Construction Documents.
3. This Subcontractor shall be responsible for creating 3D models and 2D dimensioned drawings of all of their contract work, both horizontal and vertical. The 3D models should include any and all systems and components pertaining to this subcontractor's scope of work.
4. An initial "BIM Coordination Kickoff Meeting" will be held prior to Construction Manager-led BIM Coordination activities. This meeting is to establish milestone dates per the Construction Schedule, system sequencing and precedence, model and coordination drawing submittal process, and to introduce all parties involved in coordination. The kickoff meeting will be mandatory for the Project Manager, BIM Detailer, and Superintendent / Foreman of all trades involved in the coordination process.
5. Weekly Coordination Meetings will be held after the BIM Kickoff Meeting, and will continue until the coordination process is complete for all areas of the project. Weekly meetings will be scheduled by MCC. These meetings will be mandatory for the BIM Detailer and Project Manager of all trades involved in the coordination process. Superintendent / Foreman participation is highly suggested.
6. Areas of the project will be fully coordinated in the order set in the BIM Coordination Kickoff Meeting. As areas are coordinated, each subcontractor is to produce scaled, fully dimensioned drawings of their respective system within that area. Dimensioned Drawings are to include elevations, dimensions, isometrics, etc of systems and components in order to accurately install the systems. Dimensions and elevations are to be set by the subcontractor. Project Control Lines, when available, will be provided by MCC.
7. Dimensioned Drawings will be sent out to each subcontractors Project Manager via DocuSign. Each Project Manager is to promptly review these dimensioned drawings to assure accordance with the contract. Once reviewed, the Project Manager is to sign the dimensioned drawings on DocuSign. All cost attributable to failure of a subcontractor to provide its timely approval of the dimensioned drawings or failure to cooperate in the production or assembly of input for said drawings shall be



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borne by such subcontractor.

8. When the Coordination process is complete, monthly As-Built Meetings will be scheduled by MCC. The intent of these meetings is to record any changes to the coordination drawings that occurred in the field. Each subcontractor is responsible for relaying any drawings and markups to their BIM Detailer before this meeting so that the models accurately reflect what is installed. The As-built models will be converted to dimensioned drawings at the end of the project, and submitted to the Design Team for record.
9. The Construction Manager shall publish a list of all the required 3D dimensioned drawings with due dates for each.
10. Coordination efforts are not to take place solely at the date and time of the weekly scheduled meetings. Each subcontractor is responsible for communicating with other trades involved in the coordination process to ensure all milestone dates are reached. The intent of the weekly scheduled meetings is to evaluate areas with major conflicts, and determine the best course of action for clash resolution in these areas.
11. The subcontractor is responsible for identifying all potential conflicts with the building as designed by the Design Team. The Subcontractor shall include all required piping / duct modifications, fittings, etc to comply with the final system layouts. The Subcontractor shall include all required piping / duct modifications, fittings, etc to comply with field conditions for connections into existing utilities or systems.
12. All systems in the building are to be coordinated with accurate representations of the access spaces needed to properly use and maintain the systems. This subcontractor shall include all necessary offsets, etc to provide access to all devices and equipment for access. All cost associated with relocating aforementioned devices and equipment to more accessible locations due to improper coordination efforts shall be borne by this subcontractor.
13. The Construction Manager shall be responsible for merging the dimensioned drawings into a single coordinated drawing set for submittal to the Design Team for review.
14. Each subcontractor that has stake in the coordination process will be required to sign off on acceptance of the coordinated dimensioned drawings prior to installation of systems in the given area.
15. The coordination activities include below and above ground work of HVAC, Electrical, Plumbing, Fire Suppression / Protection, Telecommunications, Fire Alarm, etc within five feet (5') of the building line.



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16. If the Subcontractor does not have in-house modeling capabilities, if the Subcontractor needs contact information to price out BIM Detailing and Coordination, or if the Subcontractor has any questions about these requirements, please contact Will McLawhorn at [wmclawhorn@monteithco.com](mailto:wmclawhorn@monteithco.com).



Bid Package #BP 2600

## **Bid Package #BP 2600 – 26 00 00 Electrical**

### **Description of Work**

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

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

1. ELECTRICAL
2. Provide electrical systems complete and operable per applicable codes and as indicated on the drawings, specifications and bid scope of work.
3. Include for all wall and ceiling cutting and patching to complete this work.
4. Removal, storage, and reinstallation of all electrical devices to be reused.
5. Ensure working condition of all occupied areas while making safe construction areas per phasing plan.
6. Disconnection and demolition and removal of existing electrical systems (including lighting, boxes, receptacles, hangers & supports, etc.) as indicated and as required for the installation of the new electrical work. Include all necessary items to make the system safe for demolition.
7. Provide all site electrical, power to lift stations, and low voltage demolition, and relocation as shown on the Contract Documents. This includes backfill and compaction to required subgrades.
8. Provide all penetrations, core drilling, patching and firestopping related to this scope of work.
9. Provide underground conduit / sleeves as shown on the Contract Documents for lights at the parking lots that are provided by the local utility company.
10. The work of this Bid Package shall include patching and repairs required for existing roadways, paving, walks, and landscaping that are disturbed outside of the construction fencing limits solely for the installation of site electrical work. At a minimum, provide orange construction fencing around all site utility work.
11. Motor starters and disconnects where not integral with mechanical, plumbing, or fire protection equipment.
12. Install all variable frequency drives specified for mechanical and plumbing equipment.
13. Power rough-in, wiring and final connection of all owner-furnished equipment and equipment furnished by others or. Coordinate new electrical services with the local utilities, local authorities, Engineer, Owner, and Construction Manager.
14. Rough-in, wiring, and final connection of all dental case work, chairs, and equipment.
15. Disconnection, demolition and removal of existing electrical and low voltage systems (including devices, cover plates, conduit, raceways, wiring, panels, disconnects, transformers, equipment,



equipment curbs / pads, etc.) as indicated and as required for the installation of the new electrical work. Coordinate demolition of energized equipment with the Mechanical Subcontractor to ensure items are safe for demolition prior to removal.

- 16.** Review all contract documents for systems and items that must remain in operation throughout demolition and construction including, but not necessarily limited to, systems in all other buildings on campus where no work is performed; fire alarm, telecomm, security, CATV head-end equipment. All costs associated with maintaining continuous power is the responsibility of this Bid Package including, but not limited to, temporary conduit, wiring, panels, breakers, generators, fuel, etc.
- 17.** Coordinate any shutdowns with Construction Manager.
- 18.** Provide fire alarm system complete including rough-in, cabling, devices and equipment.
- 19.** Wire sprinkler flow and tamper switches, including wiring, conduit, tie-into the fire alarm system. Provide and wire tamper switch at backflow.
- 20.** Telephone / data systems pathways.
- 21.** Provide cable support system.
- 22.** Provide pads, light pole bases, encasement and other concrete work necessary for the installation of the work within this package. Provide all interior and exterior housekeeping pads as required and provide chamfered edges. Interior pads are to be painted yellow.
- 23.** Provide support as required for electrical panels and telephone equipment, including backboards, independent supports, etc. Include fire-retardant paint as indicated on plywood provided by this Bid Package.
- 24.** In-wall blocking / backing is provided by the Drywall Subcontractor. Submit blocking / backing requirements and location drawings to the Drywall Subcontractor. Blocking / backing that is not submitted will be the responsibility of this Bid Package.
- 25.** Provide caulking, sealants, fire-stopping, putty pads for all work installed under this Bid Package.
- 26.** Provide color coding and labeling of conduit, boxes, systems, and equipment as required for work within this Bid Package.
- 27.** Provide access doors as necessary or specified for work within this package.
- 28.** Provide sleeves, block-outs, coring and supports necessary for the work within this package.
- 29.** Furnish sleeves for all masonry wall penetrations in new masonry construction. The Masonry Subcontractor is to install. The Electrical Subcontractor is to clearly indicate the exact location for the sleeves and verify location. This contractor is responsible for all cutting and patching of this trade.
- 30.** Furnish embeds, sleeves, block-outs, back boxes, etc. to be cast in concrete floors and walls to the Cast-In-Place Subcontractor.
- 31.** Attachment to roof deck is not allowed. Attachments must be made to roof joists and main structural framing members. This applies to all work installed by this Bid Package, including hanger wires for light fixtures. Provide hanger wires where required to support light fixtures, devices, etc.
- 32.** All raceways and sleeves shall be coordinated with adjacent walls to ensure that all penetrations enter and exit walls at 90 degree angles.
- 33.** Provided authorized start up and owner training.
- 34.** Provide testing and system certifications as required.
- 35.** Provide warranties as required for use of electrical items during construction.





36. Provide temporary power, wiring, lighting and distribution in accordance with current OSHA requirements. Includes installation, maintenance, and removal. Include temporary power and removal of temporary Power to CM trailer.
37. The Electrical Subcontractor is to provide 120V temporary power service at one location at each building phase for use by all Subcontractors.
38. Attendance at weekly subcontractor meetings by all low voltage, second-tier subcontractors under this Bid Package is required at least two weeks prior to and during their work onsite.
39. During the priming and finish painting process, provide temporary cover plates over all junction boxes and devices. These plates shall be installed backwards to allow trimming around boxes. Upon completion, remove temporary plates and install permanent cover and device plates.
40. Coordination Drawings include a **\$ 6,500.00**-dollar allowance for this requirement.
41. Light Fixture Replacements include a \$5,000 dollar allowance for the replacement of broken or damaged lighting fixtures that are existing to remain.

## **GENERAL**

1. Submittals, samples, and shop drawings shall be provided by this Subcontractor for all materials being furnished and/or installed for this scope of work. They are to be submitted within sixty (60) from Notice to Proceed or sooner if required so that they will enable all affected parties to meet the Project Schedule.
2. This Subcontractor is responsible for the quality of all work associated with this Bid Package and is responsible for any and all costs associated with any non-conformance with specified requirements.
3. It is understood by this Subcontractor that multiple mobilizations will be required to perform this scope of work and that all costs to perform the work in accordance with the Project Schedule are included.
4. It is the responsibility of this Subcontractor to review the other Bid Packages to ensure that the work scope included herein is not duplicated in other Bid Packages. If it is included in other Bid Packages, notify the Construction Manager immediately so that this work can be removed from one of the Bid Packages. If no notification is made, this Subcontractor will be responsible for the duplicated work.
5. Review electrical details with structural, mechanical, architectural, plumbing, and fire protection details to ensure coordination has been made. Report any design discrepancies discovered to the Construction Manager immediately.
6. Provide layout and engineering as required for all work in this Bid Package.
7. Must follow Monteith Construction's Waste Management Policy.

## **SPECIAL CONDITIONS**

1. Field dimensions, layout, measurements, and engineering required for this scope of work shall be provided by this Subcontractor.
2. Reference the Special Conditions to the Contract section for temporary measures, hoisting, clean-up, and other requirements under this Bid Package.
3. Install access panels/doors furnished by other Bid Packages at all wall and ceiling assemblies provided under this Bid Package.



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4. Layout and engineering as required for work in this Bid Package.
5. Reference all sections of the Special Conditions to the Contract for additional requirements.

### **SAFETY**

1. This Subcontractor is fully responsible and accountable for safely performing this Bid Package scope of work. The following items are typical safety requirements that shall be included in the scope of work, but are not intended to exclude any safety related item that may be required: personal protective equipment, traffic control, material handling and equipment safety, hazardous material safety, etc.
2. Subcontractors and their lower tier subcontractors will be required to comply with Temporary Facilities and Controls, all applicable OSHA standards, and other local, state, and federal regulations. The more stringent of these will apply.
3. This Subcontractor is fully responsible and accountable for safely performing this Bid Packages scope of work. The following items are typical safety requirements that shall be included in the scope of work, but is not intended to exclude any safety related item that may be required: personal protective equipment, fall arrest systems, fall protection barricades, scaffolding and ladder safety, electrical safety, hoist way and machine room safety, material handling and equipment safety, etc. and other required safety provisions.
4. Any slab block-outs or conduit stubs in floor slabs shall be covered, barricaded, or otherwise protected from being a fall or trip hazard.
5. Contractor must do their due-diligence in locating all underground utilities, both known and unknown, prior to any excavation work deeper than 6" (six inches). Methods shall include professional locating service, ground penetrating radar and potholing all utilities to verify location and depth before equipment is used within 5' of known utility.
6. Subcontractor is responsible to comply with Monteith Construction Safety Manual. Items include, but are not limited to the follow:
  - a. New employee training
  - b. Weekly toolbox talks
  - c. Task specific training
  - d. Drug and alcohol screening
  - e. Injury management

### **Coordination Drawings**

This project will utilize Building Information Modeling (BIM) to coordinate the locations of all Mechanical, Electrical, Plumbing, Fire Suppression, and Telecommunications (MEPFS & T) systems included in this project. Monteith Construction Co (MCC) will lead the coordination effort with input from all of the MEPFS & T trades. Coordination drawings shall be prepared and submitted by the MEPFS & T subcontractors to MCC and the Design Team. This coordination effort is to minimize conflicts and delays during the procurement and



installation processes before and during construction, as well as documenting accurate installed conditions of all MEPFS & T systems as As-Built drawings. This subcontractor is specifically required to participate in the coordination process for this project. The coordination process will be based on electronic 3D and 2D files that will be imported into the Construction Manager-produced building model. The end result of this process is to identify and resolve areas of conflict with Architect and Engineer designed components as well as conflicts with other trades. The coordination process does not relieve the subcontractor from the responsibility of submitting work specific shop drawings to the Design Team for review. The subcontractor is to fully understand the BIM requirements as related to their scope of work, and make adequate provisions in the base bid amount to participate in the coordination process from inception to completion.

1. This coordination effort will be led by the Construction Manager with input from all MEPFS & T trades as follows:
2. The Construction Manager will provide baseline 3D models and 2D CAD files to all subcontractors for coordination. The models and CAD files will be produced either by the Design Team, or by the Construction Manager following the Contract Construction Documents.
3. This Subcontractor shall be responsible for creating 3D models and 2D dimensioned drawings of all of their contract work, both horizontal and vertical. The 3D models should include any and all systems and components pertaining to this subcontractor's scope of work.
4. An initial "BIM Coordination Kickoff Meeting" will be held prior to Construction Manager-led BIM Coordination activities. This meeting is to establish milestone dates per the Construction Schedule, system sequencing and precedence, model and coordination drawing submittal process, and to introduce all parties involved in coordination. The kickoff meeting will be mandatory for the Project Manager, BIM Detailer, and Superintendent / Foreman of all trades involved in the coordination process.
5. Weekly Coordination Meetings will be held after the BIM Kickoff Meeting, and will continue until the coordination process is complete for all areas of the project. Weekly meetings will be scheduled by MCC. These meetings will be mandatory for the BIM Detailer and Project Manager of all trades involved in the coordination process. Superintendent / Foreman participation is highly suggested.
6. Areas of the project will be fully coordinated in the order set in the BIM Coordination Kickoff Meeting. As areas are coordinated, each subcontractor is to produce scaled, fully dimensioned drawings of their respective system within that area. Dimensioned Drawings are to include elevations, dimensions, isometrics, etc of systems and components in order to accurately install the systems. Dimensions and elevations are to be set by the subcontractor. Project Control Lines, when available, will be provided by



MCC.

7. Dimensioned Drawings will be sent out to each subcontractors Project Manager via DocuSign. Each Project Manager is to promptly review these dimensioned drawings to assure accordance with the contract. Once reviewed, the Project Manager is to sign the dimensioned drawings on DocuSign. All cost attributable to failure of a subcontractor to provide its timely approval of the dimensioned drawings or failure to cooperate in the production or assembly of input for said drawings shall be borne by such subcontractor.
8. When the Coordination process is complete, monthly As-Built Meetings will be scheduled by MCC. The intent of these meetings is to record any changes to the coordination drawings that occurred in the field. Each subcontractor is responsible for relaying any drawings and markups to their BIM Detailer before this meeting so that the models accurately reflect what is installed. The As-built models will be converted to dimensioned drawings at the end of the project, and submitted to the Design Team for record.
9. The Construction Manager shall publish a list of all the required 3D dimensioned drawings with due dates for each.
10. Coordination efforts are not to take place solely at the date and time of the weekly scheduled meetings. Each subcontractor is responsible for communicating with other trades involved in the coordination process to ensure all milestone dates are reached. The intent of the weekly scheduled meetings is to evaluate areas with major conflicts, and determine the best course of action for clash resolution in these areas.
11. The subcontractor is responsible for identifying all potential conflicts with the building as designed by the Design Team. The Subcontractor shall include all required piping / duct modifications, fittings, etc to comply with the final system layouts. The Subcontractor shall include all required piping / duct modifications, fittings, etc to comply with field conditions for connections into existing utilities or systems.
12. All systems in the building are to be coordinated with accurate representations of the access spaces needed to properly use and maintain the systems. This subcontractor shall include all necessary offsets, etc to provide access to all devices and equipment for access. All cost associated with relocating aforementioned devices and equipment to more accessible locations due to improper coordination efforts shall be borne by this subcontractor.
13. The Construction Manager shall be responsible for merging the dimensioned drawings into a single coordinated drawing set for submittal to the Design Team for review.



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14. Each subcontractor that has stake in the coordination process will be required to sign off on acceptance of the coordinated dimensioned drawings prior to installation of systems in the given area.
15. The coordination activities include below and above ground work of HVAC, Electrical, Plumbing, Fire Suppression / Protection, Telecommunications, Fire Alarm, etc within five feet (5') of the building line.
16. If the Subcontractor does not have in-house modeling capabilities, if the Subcontractor needs contact information to price out BIM Detailing and Coordination, or if the Subcontractor has any questions about these requirements, please contact Will McLawhorn at [wmclawhorn@monteithco.com](mailto:wmclawhorn@monteithco.com).



MONTEITH

BID FORM

**PROJECT:** NHHS Structural Repairs

**BIDS SUBMITTED TO:** Monteith Construction Corp. – Construction Manager

**BIDDER:** \_\_\_\_\_

**NC LICENSE #:** \_\_\_\_\_

**BID DATE & TIME:** Thursday July 25, 2024 at 3:00 PM

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

The Bidder proposes and agrees if this proposal is accepted to contract with Monteith Construction, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of **Bid Package:** \_\_\_\_\_, in complete accordance with the plans, specifications, and contract documents.

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

**Base Bid Price:**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Addenda Acknowledgement:**

Addenda received and used in computing bid. Failure to acknowledge receipt of all addenda may result in bid being considered non-responsive.

Addendum No.	Date Received

**Payment & Performance Bonds:** (Do not include in the base bid)

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

\$ \_\_\_\_\_ (Figures only)



MONTEITH

## BID FORM

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### MINORITY BUSINESS PARTICIPATION REQUIREMENTS

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

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

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

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

An Affidavit (**C**) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit **D** is not necessary;

\* OR \*

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

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



MONTEITH

BID FORM

**Proposal Signature Page**

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

(Write the Date of the Month in Words) (Write the Name of the Current Month)

**WITNESS:** \_\_\_\_\_

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

**ADDRESS:** \_\_\_\_\_

**LICENSE #:** \_\_\_\_\_

**FEDERAL ID#:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Printed Name of Person Signing Bid)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)  
(Owner, Partner, President, or Vice President)

**ATTEST:** \_\_\_\_\_

**By:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

(Corporate Secretary or Asst. Secretary Only)

(CORPORATE SEAL)



## Identification of HUB Certified/ Minority Business Participation

I, \_\_\_\_\_,  
(Name of Bidder)

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

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

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

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

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

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

County of \_\_\_\_\_

(Name of Bidder)

Affidavit of \_\_\_\_\_

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

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

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

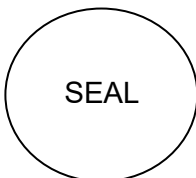
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

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

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_

\_\_\_\_\_ contract.

(Name of Project)

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

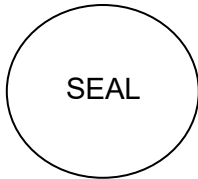
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

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

County of \_\_\_\_\_

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

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.  
 This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

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

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

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

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

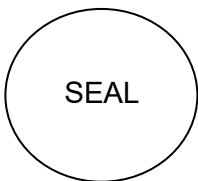
\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

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

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

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_



Signature: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

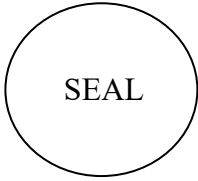
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# DRAFT AIA® Document A401™ – 2017

## Standard Form of Agreement Between Contractor and Subcontractor

**AGREEMENT** made as of the «11th» day of «July» in the year «2024»  
(In words, indicate day, month and year.)

**BETWEEN** the Contractor:  
(Name, legal status, address and other information)

«Monteith Construction Corp »« »  
«208 Princess St »  
«Wilmington, NC 28401 »  
« »

and the Subcontractor:  
(Name, legal status, address and other information)

« »« »  
« »  
« »  
« »

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: «May 13, 2024»

with the Owner:  
(Name, legal status, address and other information)

«Cape Fear Community College »« »  
« 319 N 3<sup>RD</sup> Street»  
«Wilmington, NC 28401 »  
« »

for the following Project:  
(Name, location and detailed description)

« CFCC Health and Human Services Building Interior Renovations – Phase Two»  
« 319 N 3<sup>rd</sup> Steet»  
« Wilmington, NC 28401 »

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

The Architect for the Project:  
(Name, legal status, address and other information)

« Bowman Murray Hemingway Architects»« »  
« 514 Market Street »  
« Wilmington, NC 28401 »

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference.



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The Contractor and the Subcontractor agree as follows.





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### ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications to the Prime Contract, whether issued before or after the execution of this Agreement, in accordance with the provisions of Article 5; (4) other documents listed in Article 15 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement, in accordance with the provisions of Article 5. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein.

§ 1.2 The Subcontract Documents form the Subcontract for Construction. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications to the Prime Contract or Modifications to this Subcontract issued subsequent to the execution of this Agreement, appears in Article 15.

§ 1.3 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 1.4 The Subcontract may be amended or modified only by a Modification to this Subcontract. A Modification to this Subcontract is a written amendment to this Agreement signed by both parties, or as otherwise described in, and in accordance with the provisions of, Article 5.

§ 1.5 The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

**§ 1.6** The Contractor shall make the Subcontract Documents available to the Subcontractor prior to execution of this Agreement, and thereafter, upon request. The Contractor may charge the Subcontractor for the reasonable cost to reproduce the Subcontract Documents provided to the Subcontractor.

## **ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES**

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201–2017 apply to this Agreement pursuant to Section 1.3 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities that the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies, and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all Project matters requiring the Contractor's approval or authorization. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall render decisions in a timely manner and in accordance with the Contractor's construction schedule.

### **§ 3.2 Services Provided by the Contractor**

**§ 3.2.1** The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall review, and expedite written responses to, submittals made by the Subcontractor in accordance with Section 4.2.3 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

**§ 3.2.2** The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work, as site conditions allow. Except as previously agreed upon, additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor shall be reimbursed by the Contractor.

### **§ 3.3 Communications**

**§ 3.3.1** The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects the performance of this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

**§ 3.3.2** The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or suppliers unless such persons are designated as authorized representatives of the Subcontractor.

**§ 3.3.3** The Contractor shall permit the Subcontractor to request information directly from the Architect regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

**§ 3.3.4** If hazardous materials or substances are being used on the site by the Contractor, a subcontractor, or anyone directly or indirectly employed by them (other than the Subcontractor), and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Contractor shall, prior to delivery to the Project site or exposure of the Subcontractor's employees to such material or substance, give notice of the

chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

**§ 3.3.5** The Contractor shall promptly notify the Subcontractor of any fault or defect in the Work under this Subcontract or nonconformity with the Subcontract Documents.

**§ 3.3.6** The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein. If the Contractor does not have such information, the Contractor shall request the information from the Owner in accordance with Article 2 of AIA Document A201-2017 and promptly furnish the information received from the Owner to the Subcontractor.

**§ 3.3.7** Within 30 days after receipt of a written request, or earlier if so required by law, the Contractor shall furnish to the Subcontractor a copy of any bond covering payment of obligations under this Subcontract or shall authorize a copy to be furnished.

**§ 3.3.8** If the Contractor asserts a Claim against, or defends a Claim by, the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the Claim that relates to the Work of the Subcontractor.

#### **§ 3.4 Claims by the Contractor**

**§ 3.4.1** If the contract documents provide for liquidated damages for delay beyond the completion date(s) set forth in the contract documents, and such liquidated damages are so assessed, then the contractor may assess the same against the subcontractor in proportion to the subcontractor's share of the responsibility for such delay. The amount of liquidated damages assessed shall not exceed the amount assessed against the contractor. Liquidated damages, as assessed against contractor for subcontractor's fault, may be but one item of the actual damages that may be incurred by contractor, and which the contractor may assess against subcontractor. The proportionate assessment of liquidated damages shall not limit contractor's right to collect from subcontractor all actual damages incurred by contractor as a result of subcontractor's delay or default.

\$0/DAY – IF APPLICABLE

**§ 3.4.2** The Contractor's Claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 seven days' notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

#### **§ 3.5 Contractor's Remedies**

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to other remedies the Contractor may have, remedy such default or neglect and withhold, in accordance with Section 11.1.7.2, the reasonable cost thereof from current or future payments due the Subcontractor. If payments due to the Subcontractor are not sufficient to cover such amounts, the Subcontractor shall pay the difference to the Contractor.

### **ARTICLE 4 SUBCONTRACTOR**

#### **§ 4.1 General**

The Subcontractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Subcontractor shall designate in writing a representative who shall

have express authority to act on the Subcontractor's behalf with respect to the Project. The term "Subcontractor" means the Subcontractor or the Subcontractor's authorized representative.

#### **§ 4.2 Execution and Progress of the Work**

**§ 4.2.1** For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

IF THE SUBCONTRACTOR HAS FAILED TO MEET THE PROGRESS SCHEDULE, AFTER RECEIVING WRITTEN NOTICE AND FAILURE TO CURE, MONTEITH CONSTRUCTION CORP. MAY (1) SUPPLEMENT SUBCONTRACTORS EXPENSE; OR (2) REQUIRE SUBCONTRACTOR TO INCREASE ITS FORCES, WORK OVERTIME OR OTHER MEASURES TO INCREASE PRODUCTIONS

THE SUBCONTRACTOR SHALL SUPPLY SUFFICIENT LABOR, EQUIPMENT, AND MATERIAL TO ENABLE THE CONTRACTOR, OWNER, AND ALL OTHER SUBCONTRACTORS TO COMPLETE THE CONSTRUCTION OF THE ENTIRE PROJECT IN THE TIME REQUIRED BY THE PRIME CONTRACT BETWEEN THE OWNER AND THE CONTRACTOR. THE SUBCONTRACTOR SHALL FURNISH TO THE CONTRACTOR IN SUCH DETAIL AS OFTEN AS REQUIRED, FULL REPORTS OF THE PROGRESS OF THE SUBCONTRACTOR'S WORK IRRESPECTIVE OF THE LOCATION OF SUCH SUBCONTRACTOR'S WORK. THE TIME OF SUBCONTRACTOR'S PERFORMANCE IS OF THE ESSENCE.

**§ 4.2.2** The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in, or interference with the Work of the Contractor, other subcontractors, the Owner, or Separate Contractors.

#### **§ 4.2.3 Submittals**

**§ 4.2.3.1** The Subcontractor shall submit Shop Drawings, Product Data, Samples, and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

**§ 4.2.3.2** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Subcontractor represents to the Contractor that the Subcontractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Subcontract Documents.

**§ 4.2.4** The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

SUBMITTALS NEED TO BE SUBMITTED IN ACCORDANCE WITH ARTICLE 8 OF THIS AGREEMENT WITHIN 20 CALENDAR DAYS OF SUBCONTRACT EXECUTION (1) COPY ELECTRONIC TO PROCORE.

**§ 4.2.5** The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

**§ 4.2.6** The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

**§ 4.2.7** The Subcontractor shall take necessary precautions to properly protect the Subcontractor's Work and the work, property or materials of the Owner, the Contractor or other subcontractors from damage caused by the Subcontractor's operations. If the Subcontractor causes damage to the work or property of the Owner, the Contractor or other subcontractors, the Subcontractor shall promptly remedy such damage to the satisfaction of the Contractor, or the

Contractor may so remedy and deduct the cost thereof plus reasonable overhead and profit from any amounts due or to become due the Subcontractor. The Subcontractor shall have primary responsibility and liability for any damages or losses which may be incurred.

**§ 4.2.8** The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and Separate Contractors whose work might affect the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or Separate Contractors.

#### **§ 4.3 Permits, Fees, Notices, and Compliance with Laws**

**§ 4.3.1** The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

**§ 4.3.2** The Subcontractor shall comply with Federal, state, and local tax laws; social security acts; unemployment compensation acts; and workers' compensation acts, insofar as applicable to the performance of this Subcontract.

Article 4.3.3 is added to read as follows: "In accordance with N.C. Gen. Stat. § 44A-27(f), Subcontractor shall provide each subcontractor that engages to perform labor or furnish materials in the performance of the Subcontract Documents a copy of Contractor's Project Statement as set forth in Article 16.1.4.2 (including **Exhibit A** attached hereto and incorporated herein by reference). Additionally, Subcontractor shall include in its subcontracts and/or purchase orders with its lower tier subcontractors and/or suppliers a requirement that such subcontractor and/or supplier provide the Project Statement to their respective subcontractors or suppliers who perform labor or furnish materials on the Project."

Article 16.1.4.2 is amended by adding the following to Article 16.1.4.2 "Other documents:" "In accordance with N.C. Gen. Stat. § 44A-27(f), Contractor hereby provides Subcontractor with the Contractor's Project Statement for this Project, attached hereto and incorporated herein by reference as **Exhibit A**."

Article 4.3.4 is added to read as follows: "The Subcontractor represents and warrants that it possesses all licenses required to perform the Subcontractor's Work. The Subcontractor shall give adequate notices to authorities pertaining to the Subcontractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections, tests and taxes related to the Subcontractor's Work. The Subcontractor shall cooperate with the Contractor in securing building and occupancy permits. The Subcontractor shall immediately notify the Contractor of any deficiency reported by inspection authorities, or denial of applicable permits, licenses, certificates of testing, inspection and occupancy. Upon request of the Contractor, the Subcontractor shall present applicable documentation to the Contractor."

#### **§ 4.4 Safety Precautions and Procedures**

**§ 4.4.1** The Subcontractor agrees to comply with the Occupational Safety and Health Act of 1970, as later amended, and all other laws, in the performance of the Subcontractor's Work, and further agrees to abide by and comply with all regulations issued under this Act. In the event the Subcontractor is cited for violations, Subcontractor shall be responsible for all penalties assessed against the Subcontractor. In the event the Contractor is cited or penalized due to the Subcontractor's actions or failure to comply with the Occupational Safety and Health Act, Subcontractor shall hold the Contractor harmless from any costs, expenses, suits, penalties or damages (Including legal fees and costs) arising from any such citations or penalties and such sums shall be deducted from amounts due under the Subcontract. Subcontractor shall not be held liable for violations of the Contractor provided the Subcontractor has no liability.

In addition to safety requirements imposed by law, Subcontractor shall comply with all safety requirements imposed by Contractor, Owner or the Architect/Engineer and will conduct operations in a safe manner. Each crane operator shall have a valid certificate of competency issued in accordance with or by an Accredited Certifying entity for the type of crane to be used. Subcontractor shall be liable to Contractor for any additional costs, fines and penalties Contractor incurs as a result of Subcontractor's failure to operate safely. Contractor may conduct safety inspections from time to time. Such inspections shall not relieve Subcontractor from Subcontractor's obligations to adhere to safety requirements nor shall such inspections create any Contractor liability.



If the Subcontractor or any of its subcontractors or any employees thereof fail to comply with a request to work in a safe manner or correct an unsafe condition, the Contractor may withhold payments and/or correct the safety deficiency at the Subcontractor's expense and/or require that unsafe employees be removed from the project site.

ALL PERSONNEL ON THIS PROJECT ARE TO WEAR HARD HATS, SAFETY BOOTS, HEARING PROTECTION AND EYE PROTECTION AS A MANDATORY REQUIREMENT ALONG WITH ADHERING TO THE NORTH CAROLINA OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR THE CONSTRUCTION INDUSTRY ALONG WITH ALL LAWS SPECIFIC TO THE JURISDICTION WHERE THE PROJECT IS LOCATED. WEAR 100% PPE AT ALL TIMES WHEN ON SITE AND FOR ALL APPLICATIONS.

**§ 4.4.2** If hazardous materials or substances are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors, or anyone directly or indirectly employed by them, and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Subcontractor shall, prior to delivery to the Project site or exposure of the Contractor, other subcontractors, and other employers on the site to such material or substance, give notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with the laws by the Contractor, other subcontractors, and other employers on the site.

**§ 4.4.3** If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay, and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

**§ 4.4.4** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.4.3 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 4.4.5** The Subcontractor shall reimburse the Contractor for the cost and expense the Contractor incurs (1) for remediation of a hazardous material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.4.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

#### **§ 4.5 Cleaning Up**

**§ 4.5.1** The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

ALL WORK AREAS ARE TO REMAIN CLEAN AND GARBAGE IS TO BE REMOVED TO AN ONSITE DUMPSTER PROVIDED BY MONTEITH CONSTRUCTION CORP

**§ 4.5.2** As provided under Section 3.4.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

#### **§ 4.6 Warranty**

**§ 4.6.1** The Subcontractor warrants its Work against all deficiencies and defects in materials and/or workmanship and as called for in the Contract Documents. The Subcontractor agrees to satisfy such warranty obligations which appear within the guarantee or warranty period established in the Contract Documents without cost to the Owner or the

Contractor. If no guarantee or warranty is required of the Contractor in the Contract Documents, then the Subcontractor shall guarantee or warranty its Work as described above for the period of one year from the date(s) of substantial completion of all or a designated portion of the Subcontractor's Work or acceptance or use by the Contractor or Owner of designated equipment, whichever is sooner. The Subcontractor further agrees to execute any special guarantees or warranties required in the Contract Documents for the Subcontractor's Work.

In addition to all other warranties set forth in this Agreement or imposed by applicable law, Subcontractor warrants, certifies, and guarantees to the Contractor and Owner that the Subcontractor's Work will be free from defects and performed in strict conformity with the requirements of this Agreement. This warranty, certification, and guarantee survives the termination or suspension of this Agreement, or Subcontractor's final payment, and shall only be extinguished by limitation periods imposed by applicable law and shall not be limited by any other provisions contained in this Agreement.

**§ 4.6.2** All material, equipment, or other special warranties required by the Subcontract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with the Subcontract Documents.

#### **§ 4.7 Indemnification**

**§ 4.7.1** To the fullest extent permitted by law, Subcontractor shall indemnify, defend (with counsel reasonably satisfactory to Contractor), and save harmless Owner, Owner's Representative, Architect/Engineer, Contractor, and Contractor's surety, as well as any individual and/or entity that Contractor is required by contract to indemnify, defend and/or hold harmless, and their partners, insurers, parents, members, subsidiaries, related corporations officers, directors, agents and employees, and each of them, (hereafter collectively "Indemnified Parties" and individually "Indemnified Party") from and against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, consequential damages, liabilities, judgments, fines, penalties, interest, actual attorney's fees, costs and expenses of whatever kind or nature (hereafter "Indemnified Claims") and whether they may arise before, during or after performance of Subcontractor's Work which are in any manner directly or indirectly caused, occasioned or contributed to, in whole or in part, or claimed to be caused, occasioned, or contributed to, in whole or in part, through any act, omission, fault or negligence whether active or passive of Subcontractor, or anyone acting under its direction, control, or on its behalf or for which it is legally responsible, in connection with or incident to the Subcontractor's Work or arising out of any failure of Subcontractor to perform any of the terms and conditions of this Subcontract; without limiting the generality of the foregoing, the same shall include injury or death to any person or persons (including Subcontractor's employees) and damage to any property, regardless of where located, including the property of Owner and Contractor. Subcontractor's obligation to provide a defense for an Indemnified Party shall arise regardless of the merits of the matter and shall continue until a final determination of fault is made. Subcontractor's obligation to indemnify, defend and hold harmless an Indemnified Party shall apply regardless of any allegations of active and/or passive negligent acts or omissions of an Indemnified Party. Subcontractor, however, shall be relieved of and shall have no further obligation to indemnify an Indemnified Party under the Subcontract Documents upon a final determination, to the extent that an Indemnified Claim is due to the negligence or willful misconduct of that Indemnified Party or such Party's agents or employees. Contractor shall be entitled to recover actual attorney fees and court costs and all other costs, expenses and liabilities incurred by Contractor in an action brought to enforce all or any part of this Section 4.4.4. Subcontractor's obligations described in this paragraph shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

**§ 4.7.2** In claims against any person or entity indemnified under this Section 4.7 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 4.7.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor, or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### **§ 4.8 Remedies for Nonpayment**

Assuming timely payment has been made from Owner to the Contractor, and the Contractor does not then timely pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has

been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay, and remobilization.

#### **§ 4.9 Professional Services Provided by Subcontractor**

**§ 4.9.1** The Subcontractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Subcontract Documents or unless the Subcontractor is required to provide such services in order to carry out the Subcontractor's responsibilities for its own construction means, methods, techniques, sequences, and procedures. The Subcontractor shall not be required to provide professional services in violation of applicable law.

**§ 4.9.2** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Subcontractor by the Subcontract Documents, the Contractor will provide all performance and design criteria that such services must satisfy to the extent the Contractor has received such performance and design criteria from the Owner and Architect under the terms of the Prime Contract.

**§ 4.9.3** If professional design services or certifications by a design professional are required because of means, methods, techniques, sequences, or procedures required by the Contractor and related to the Work of the Subcontractor, the Contractor will provide all performance and design criteria that such services must satisfy.

**§ 4.9.4** The Subcontractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the performance and design criteria received from the Contractor under this Section 4.9.

**§ 4.9.5** The Subcontractor shall cause the professional services performed under this Section 4.9 to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed by such design professional shall bear the professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals, provided the Contractor has provided to the Subcontractor all performance and design criteria required by this Section 4.9.

#### **ARTICLE 5 CHANGES IN THE WORK**

**§ 5.1** The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of a Modification to the Prime Contract issued subsequent to the execution of this Agreement, the Contractor shall promptly notify the Subcontractor of such Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

**§ 5.2** The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions, or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, with the Subcontract Sum and the Subcontract Time adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a Claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

**§ 5.3** The Subcontractor shall make all Claims promptly to the Contractor for additional cost, extensions of time and damages for delays, or other causes in accordance with the Subcontract Documents. A Claim which will affect or become part of a Claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such Claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's Claim must be made. Failure of the Subcontractor to make such a timely Claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.



## ARTICLE 6 CLAIMS AND DISPUTES

### § 6.1 Mediation

§ 6.1.1 Claims, disputes, or other matters in controversy arising out of or related to this Subcontract, except those waived as provided for in Sections 6.4 and 11.3.2, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 6.1.2, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

If the Contractor and Subcontractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

### § 6.3 Arbitration

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The arbitration should be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 6.3.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 6.3.4** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 6.3.5 Consolidation or Joinder**

**§ 6.3.5.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 6.3.5.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim, dispute, or other matter in question not described in the written consent.

**§ 6.3.5.3** The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

**§ 6.4 Waiver of Claims for Consequential Damages**

The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7. Nothing contained herein shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of this Agreement.

**ARTICLE 7 FAILURE OF PERFORMANCE, TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT**

**§ 7.1 Failure of Performance and Default**

If the Contractor determines at its sole discretion that the Subcontractor has: (i) refused or failed to supply enough properly skilled workers, proper materials, or maintain the Schedule of Work; (ii) failed to make prompt payment for, or failed to prevent claims of non-payment from, its workers, subcontractors or suppliers of any tier; (iii) disregarded Laws or orders of any public authority having jurisdiction; or (iv) otherwise materially breached, a provision of this Agreement; and Subcontractor fails within seventy-two (72) hours after receipt of written notice (facsimile, email, or letter, shall constitute sufficient written notice and declaration of default) to commence and continue satisfactory correction of such default with diligence and promptness, the Contractor, without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies: (i) supply such number of workers and quantity of materials, equipment and other facilities as the Contractor deems necessary for the completion of the Subcontractor's Work, or any part thereof which the Subcontractor has failed to complete or perform after the aforesaid notice, and charge the cost thereof to the Subcontractor, who shall be liable for the payment of same including reasonable overhead, profit and attorney's fees; (ii) contract with one or more additional contractors to perform such part of the Subcontractor's Work as the Contractor shall determine will provide the most expeditious completion of the total Work and charge the cost thereof to the Subcontractor who shall be liable for the payment of same including reasonable overhead and profit; (iii) discharge the claim of non-payment; and/or (iv) withhold payment of any moneys due the Subcontractor pending corrective action to the extent required by and to the satisfaction of the Contractor, Owner and the Architect/Engineer. Any costs incurred by Contractor under this Article, including attorney fees, shall be deducted from funds otherwise due Subcontractor under this Agreement Contractor may use any materials, implements, equipment, appliances or tools furnished by or belonging to the Subcontractor to complete the Subcontractor's Work. Subcontractor shall provide its surety with all notices, letters, or email, from the Contractor referred to in this paragraph. In the event of an emergency affecting the safety of persons or property, the Contractor may proceed as outlined above without notice.

If Contractor shall have reasonable grounds to question Subcontractor's intent or ability to perform Contractor may, in writing, demand that Subcontractor give adequate assurance, in writing, of its intent or ability to perform. If such a demand is made and no written assurance adequate to the Contractor is given within five (5) calendar days, Contractor may treat this failure to give such adequate assurance as a default or an anticipatory repudiation of the contract. In the event of a default, the Contractor, without prejudice to any other rights or remedies, shall have the right to any or all of the remedies stated above.

## **§ 7.2 Failure of Performance – Termination for Default by Contractor**

If the Subcontractor fails to commence and satisfactorily continue correction of a default within seventy-two (72) hours after the notice is issued under Section 7.1, then the Contractor may, in lieu of or in addition to the remedies provided therein, terminate this Agreement or a portion thereof, and use any materials, implements, equipment, appliances or tools furnished by or belonging to the Subcontractor to complete the Subcontractor's Work. The Contractor also may furnish those materials, equipment and/or employ such workers or subcontractors as the Contractor deems necessary to maintain the orderly progress of the work.

In the event of Termination for Default, Subcontractor shall receive no further payment of any unpaid portion of the Subcontract Price until such time as the Subcontract Work is completed, at which time Subcontractor will be entitled to the unpaid portion of the Subcontract Price, less at of the costs incurred by the Contractor in so performing the Subcontractor's Work, including reasonable overhead, profit, liquidated or consequential damages, and attorney's fees, which shall be deducted from any moneys due or to become due the Subcontractor. The Subcontractor and its surety shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Amount.

### **§ 7.2.2 Termination for Convenience**

**§ 7.2.2.1** If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver notice to the Subcontractor.

**§ 7.2.2.2** In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work properly executed, costs incurred by reason of the termination, and reasonable overhead and profit on the Work not executed.

**§ 7.2.2.3** Upon receipt of notice of termination, the Subcontractor shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

### **§ 7.3 Suspension by the Contractor for Convenience**

**§ 7.3.1** The Contractor may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

**§ 7.3.2** The Subcontract Time and Subcontract Sum shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 7.3.1. Adjustment of the Subcontract Sum shall include profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

### **§ 7.4 Assignment of the Subcontract**

**§ 7.4.1** In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201–2017 provided the Owner accepts the assignment by notifying the Contractor and Subcontractor.

**§ 7.4.2** Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

## ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others. *(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications, and accepted alternates.)*

### CONTRACT BREAKDOWN:

Base:

### TOTAL CONTRACT:

### SHOP DRAWINGS/SUBMITTALS:

-SHOP DRAWINGS/SUBMITTALS TO BE PRODUCED AND SUBMITTED WITHIN 2 WEEKS OF RECEIVING CONTRACT

### LEAD TIMES:

-DELIVERY OF MATERIAL TO SITE TO BE WITHIN 4-6 WEEKS OF SHOP DRAWING/SUBMITTAL APPROVAL

\*SUBMITTALS, SHOP DRAWINGS & COLOR SAMPLES MUST BE RECEIVED BY OUR OFFICE NO LATER THAN 14 DAYS AFTER CONTRACT SENT BY MONTEITH TO SUBCONTRACTOR VIA DOCUSIGN OR AS MUTUALLY AGREED UPON IN WRITING BETWEEN THE CONTRACTOR PROJECT MANAGER AND THE SUBCONTRACTOR

\*ALL DELIVERIES MUST BE COORDINATED AT LEAST 48 HOURS IN ADVANCE WITH MCC SUPERINTENDENT

\*ALL UNLOADING & HOISTING REQUIRED ON THIS PROJECT IS THE RESPONSIBILITY OF THE SUBCONTRACTOR

\*CONTRACTOR RESPONSIBLE FOR FOLLOWING MCC SAFETY POLICY INCLUDING PROVIDING PPE (PERSONAL PROTECTIVE EQUIPMENT) FOR ALL ONSITE WORKERS

\*MCC RESERVES THE RIGHT TO REQUIRE JOINT CHECKS IF DEEMED NECESSARY

\*PLEASE REFER TO THE MCC WASTE MANAGEMENT POLICY DOCUMENT ATTACHED

\*CONTRACTOR IS RESPONSIBLE FOR TRASH REMOVAL & HAULING FROM WORKSPACE TO DUMPSTER

\*CONTRACTOR IS RESPONSIBLE FOR DAILY CLEAN-UP OF WORK AREAS, INCLUDING TRASH REMOVAL, NEAT & TIDY STORAGE OF SUPPLIES & MATERIALS, & BROOM SWEEPING OF FLOORS

\*CONTRACTOR TO PERFORM WORK DURING REGULAR WORK HOURS AS WELL AS OFF-HOURS AS NEEDED TO MEET SCHEDULE &/OR HOSPITAL REQUIREMENTS

\*ATTENDANCE IS MANDATORY AT ALL PULL MEETINGS, PRE-INSTALL MEETINGS & WEEKLY TRADES MEETINGS

\*CONTRACTOR TO FOLLOW PROPER PROTOCOL FOR ANY ACTIVITIES THAT REQUIRE SHUT-DOWN REQUEST & APPROVAL FROM THE HOSPITAL. SHUT-DOWN REQUESTS MUST BE SUBMITTED 72 HOURS IN ADVANCE

\*CONTRACTOR IS RESPONSIBLE FOR OWN PARKING COSTS FOR THE DURATION OF THE PROJECT

\*O&M MANUALS MUST BE SUBMITTED BY THE EARLIER OF THE 2 OPTIONS: WITHIN 60 DAYS OF APPROVED SUBMITTAL OR BY 80% COMPLETE OF CONTRACTOR'S SCOPE OF WORK

\*MCC RESERVES THE RIGHT TO REQUIRE ADDITIONAL MANPOWER FROM CONTRACTOR AS NEEDED BASED ON SCHEDULE & PROGRESS

\*CONTRACTOR TO USE PROCORE SOFTWARE TO ACCESS UP TO DATE CONSTRUCTION DOCUMENTS & CONTRACTOR IS RESPONSIBLE FOR ENSURING THEIR FIELD STAFF IS BUILDING FROM THE CURRENT DRAWING SET

\* PAY APPLICATIONS MUST BE SUBMITTED THROUGH [HTTPS://MONTEITHCO.DEXTERCHANEY.COM](https://MONTEITHCO.DEXTERCHANEY.COM) BY THE 20<sup>TH</sup> OF EACH MONTH, REFLECTING WORK COMPLETED FROM THE 20<sup>TH</sup> OF THE PREVIOUS MONTH TO THE 20<sup>TH</sup> OF THE CURRENT MONTH (DO NOT TRY TO FORECAST TO THE END OF THE MONTH). FOR TEMPLATES, LOG IN INFORMATION & ADDITIONAL QUESTIONS REGARDING THE SUBMISSION OF PAY APPLICATIONS PLEASE EMAIL [ACCOUNTING@MONTEITHCO.COM](mailto:ACCOUNTING@MONTEITHCO.COM). »

## ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 The date of commencement of the Subcontractor's Work, shall be:  
(Check one of the following boxes.)

- [ « X » ] The date of this Agreement.
- [ « » ] A date set forth in a notice to proceed issued by the Contractor.
- [ « » ] Established as follows:  
(Insert a date or a means to determine the date of commencement of the Subcontractor's Work.)
- « »

### PER JOB REQUIREMENTS AS DETERMINED BY MONTEITH CONSTRUCTION

If a date of commencement of the Subcontractor's Work is not selected, then the date of commencement shall be the date of this Agreement.

### § 9.2 Subcontract Time

§ 9.2.1 The Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontract Time shall be measured from the date of commencement of the Subcontractor's Work.

§ 9.2.2 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, the Subcontractor shall achieve substantial completion of the Subcontractor's Work:  
(Check one of the following boxes and complete the necessary information.)

- [ « » ] Not later than « » ( « » ) calendar days from the date of commencement of the Subcontractor's Work.
- [ « » ] By the following date: « »

### PER JOB REQUIREMENTS AS DETERMINED BY MONTEITH CONSTRUCTION

§ 9.2.3 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, if portions of the Subcontractor's Work are to be completed prior to substantial completion of the Subcontractor's Work, then the Subcontractor shall achieve earlier substantial completion of such portions by the following dates.  
(List all portions of the Subcontractor's Work required to achieve substantial completion of the Subcontractor's Portion of the Work.)

**Portion of Work**

**Substantial Completion**

COMPLETION SCHEDULE SHALL BE AGREED TO WITH MONTEITH CONSTRUCTION CORP.'S PROJECT SCHEDULE FOR YOUR SCOPE OF WORK AS DESCRIBED IN ARTICLE 8 OF THIS CONTRACT.

§ 9.2.4 If the Subcontractor fails to achieve substantial completion as provided in this Section 9.2, liquidated damages, if any, shall be assessed as set forth in Section 3.4.

§ 9.3 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.4 No extension of time will be valid without the Contractor's written consent after a Claim is made by the Subcontractor in accordance with Section 5.3.

**ARTICLE 10 SUBCONTRACT SUM**

§ 10.1 The Contractor shall pay the Subcontractor the Subcontract Sum in current funds for the Subcontractor's performance of the Subcontract. The Subcontract Sum shall be « CENTS » (\$ « »), subject to additions and deductions as provided in the Subcontract Documents.

**TAXES INCLUDED**

**§ 10.2 Alternates**

§ 10.2.1 Alternates, if any, included in the Subcontract Sum:

Item	Price

§ 10.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Contractor following execution of this Agreement. Upon acceptance, the Contractor shall issue a Modification to this Subcontract: (Insert below each alternate and the conditions that must be met for the Contractor to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 10.3 Unit prices, if any:

(Identify and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)

§ 10.4 Allowances, if any, included in the Subcontract Sum:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

**ARTICLE 11 PAYMENTS**

**§ 11.1 Progress Payments**

§ 11.1.1 Based upon Applications for Payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Architect, and Certificates for Payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and



not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust, or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

«20TH »

§ 11.1.3 Provided an Application for Payment is received by the Contractor not later than the «20TH » day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a Certificate for Payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.1.7, 11.1.8, 11.1.9 and 11.2.

§ 11.1.4 If the Subcontractor's Application for Payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next Application for Payment submitted to the Architect.

§ 11.1.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent Application for Payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require, and unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's applications for payment.

ALL PAYMENT APPLICATIONS MUST BE ACCOMPANIED BY A TAX STATEMENT FOR MATERIALS PURCHASED AS WELL AS A DETAILED SCHEDULE OF VALUES (BROKEN DOWN BETWEEN LABOR AND MATERIALS) TO BE APPROVED BEFORE ANY PAYMENTS ARE ISSUED. SCHEDULE OF VALUES SHOULD ALSO INCLUDE PUNCH LIST, SITE CLEAN-UP ACTIVITIES, & SAFETY. PAY APPLICATIONS MUST BE SUBMITTED THROUGH [HTTPS://MONTEITHCO.DEXTERCHANEY.COM/](https://MONTEITHCO.DEXTERCHANEY.COM/) BY THE 20<sup>TH</sup> OF EACH MONTH, REFLECTING WORK COMPLETED FROM THE 20<sup>TH</sup> OF THE PREVIOUS MONTH TO THE 20<sup>TH</sup> OF THE CURRENT MONTH (DO NOT TRY TO FORECAST TO THE END OF THE MONTH). FOR TEMPLATES, LOG IN INFORMATION & ADDITIONAL QUESTIONS REGARDING THE SUBMISSION OF PAY APPLICATIONS PLEASE EMAIL [ACCOUNTING@MONTEITHCO.COM](mailto:ACCOUNTING@MONTEITHCO.COM).

A COMPLETED CONTRACT PACKET INCLUDING SIGNED CONTRACT, CONTRACTOR PROJECT STATEMENT, SECOND TIER SUBCONTRACTOR/SUPPLIER FORM, W-9 FORM, I-9 FORM, SIGNED PAGE 71 OF MCC SAFETY GUIDE, PROJECT CONTACT INFORMATION SHEET, CERTIFICATE OF INSURANCE REQUIREMENTS AND SCHEDULE OF VALUES (BROKEN DOWN BETWEEN LABOR AND MATERIALS) SHOULD BE SUBMITTED VIA MAIL/EMAIL TO THE MCC WILMINGTON OFFICE WITHIN 10 DAYS FROM RECEIPT OF CONTRACT BEFORE ANY PAYMENTS ARE ISSUED

§ 11.1.6 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the Application for Payment.

§ 11.1.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Subcontract Sum properly allocable to completed Work:
- .2 That portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing; and

- 3 The amount, if any, for changes in the Work that are not in dispute and have been properly authorized by the Contractor, to the same extent provided in the Prime Contract, pending a final determination by the Contractor of the cost of changes in the Subcontractor's Work, even though the Subcontract Sum has not yet been adjusted.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of previous payments made by the Contractor;
- 2 The amount, if any, for Work that remains uncorrected and for which the Contractor has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017 for a cause that is the fault of the Subcontractor;
- 3 For Work performed or defects discovered since the last payment application, any amount for which the Contractor may withhold payment in whole or in part, as provided in Article 9 of AIA Document A201-2017, for a cause that is the fault of the Subcontractor; and
- 4 Retainage withheld pursuant to Section 11.1.8 of this Agreement.

#### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to substantial completion of the Subcontractor's Work, the Contractor may withhold the following amounts as retainage from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

«5% »

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

« »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to substantial completion of the entire Work, including modifications for substantial completion of portions of the Subcontractor's Work as provided in Section 9.2.3, insert provisions for such modification.)*

« »

§ 11.1.9 Upon the partial or entire disapproval by the Contractor of the Subcontractor's Application for Payment, the Contractor shall provide notice to the Subcontractor. If the Subcontractor disputes the Contractor's decision regarding a Subcontractor's Application for Payment in whole or in part, the Subcontractor may submit a Claim in accordance with Article 6. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.1.10 Provided the Contractor has fulfilled its payment obligations under the Subcontract Documents, the Subcontractor shall defend and indemnify the Contractor and Owner from all loss, liability, damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any of the Subcontractor's subcontractors, suppliers, or vendors of any tier. Upon receipt of notice of such lien claim or other claim for payment, the Contractor shall notify the Subcontractor. If approved by the applicable court, when required, the Subcontractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 11.1.11 If Subcontractor is in compliance with its Subcontract and if, and only if, Owner pays Contractor, which is an express condition precedent to Contractor's duty to pay Subcontractor, Progress Payments shall be due to Subcontractor no later than seven (7) days after receipt of payment from Owner by Contractor provided Subcontractor remains in compliance with the terms of this Agreement. The Subcontractor shall file no mechanics lien nor make any claim on the Contractor's payment bond for which the Owner has not paid the Contractor whether in regards to progress payments, final payments, claims, or owner related disputes. The Owner and Contractor's surety are an express third-party beneficiary of this promise. No Progress Payment made under this Agreement shall be considered an acceptance of Subcontractor's Work, in whole or in part Contractor may, at its sole discretion, pay all or any part of the Subcontract price in a greater amount or at an earlier time than otherwise specified herein, either as an advance or otherwise, in



which event, all other terms and conditions hereof, and any bonds furnished hereunder by the Subcontractor, shall be unaffected thereby and shall remain in full force and effect.

**§ 11.1.12** All payments made by Contractor, its surety, or the Owner, to Subcontractor are made to, and accepted by Subcontractor as trustee for the benefit of Subcontractor's employees, material suppliers and lower tier subcontractors. All payments received by the Subcontractor shall first be used to satisfy any indebtedness owed by the Subcontractor to persons or entities furnishing labor or materials for use in performing or incorporation into the Subcontractor's Work. The Contractor shall have the right at all times to contact the Subcontractor's subcontractors and suppliers to ensure that they are being paid by the Subcontractor for labor and materials furnished for use in performing the Subcontractor's Work. Subcontractor shall insure that all amounts owed to or on behalf of its employees are timely paid, including, without limitation, all wages, employee benefits, withholding taxes, and all other amounts.

**§ 11.1.13** In the event Contractor has reason to believe that labor, material or other obligations incurred in the performance of the Subcontractor's Work are not being, or may not be, paid, the Contractor may take any steps Contractor deems necessary to insure that such obligations are paid including, but not limited to, issuance of checks jointly to Subcontractor and the person or entity to whom Subcontractor owes an obligation, or direct payment to such person or entity unless Subcontractor supplies evidence to the satisfaction of the Contractor that such obligations have been satisfied. Any such payments made by the Contractor shall be credited against funds otherwise due Subcontractor under this Agreement. Subcontractor also agrees, if required by the Owner, to execute the documents provided by the owner pertaining to the Issuance of joint checks to its lower tier subcontractors and suppliers.

« CONTRACT TO INCLUDE SUBMISSION OF ALL CLOSEOUT WARRANTIES, EXTRA MATERIALS AND MANUALS PRIOR TO RELEASE OF FINAL MONIES »

## **§ 11.2 Substantial Completion**

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt Application for Payment for such Work. Within 30 days following issuance by the Architect of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

## **§ 11.3 Final Payment**

**§ 11.3.1** Final payment, constituting the entire unpaid balance of the Subcontract Sum, including any retainage, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner.

**§ 11.3.2** Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final Application for Payment.

**§ 11.3.3** Final payment shall constitute a waiver of all claims by the Subcontractor relating to the Subcontractor's Work. All of Subcontractor's obligations pursuant to this Agreement shall be preserved notwithstanding final payment or termination of this Agreement. Final payment shall not relieve the Subcontractor of its obligations under this Agreement.

**ARTICLE 12 INSURANCE AND BONDS**

**§ 12.1 Subcontractor's Required Insurance Coverage**

**§ 12.1.1** The Subcontractor shall purchase and maintain the following types and limits of insurance, from a company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

*(Specify each type of insurance, such as commercial general liability, automobile, worker's compensation, employers' liability, professional liability, and pollution, required to be carried by the Subcontractor, the limits of coverage for each type of insurance, and any other pertinent requirements.)*

Type of Insurance	Limits	Other Pertinent Requirements
COMMERCIAL GENERAL LIABILITY	EACH OCCURRENCE \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS – COMP/OP AGG \$2,000,000	
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT \$1,000,000	
WORKERS COMPENSATION	EL EACH ACCIDENT \$500,000 EL DISEASE – EA EMPLOYEE \$500,000 EL DISEASE – POLICY LIMIT \$500,000	

IF A 2<sup>ND</sup> TIER SUB WILL BE WORKING WITH YOU OR ON YOUR BEHALF, PLEASE SUBMIT THEIR CERTIFICATE OF INSURANCE, GENERAL LIABILITY AND WORKERS COMPENSATION AS WELL AS I9 FORM TO OUR OFFICE. ALSO, PLEASE SUBMIT A LIST TO INCLUDE ALL 2<sup>ND</sup> TIER SUBCONTRACTORS THAT WILL BE USED ON THIS JOB.

**30 DAY NOTICE OF CANCELLATION REQUIRED**

**GENERAL LIABILITY**

- Umbrella or Excess Liability may be used to meet policy limits
- Please provide copies of the Additional Insured forms for both ongoing and completed operations (CG 2010 04/13 and CG 2037 04/13 OR CG 2038 04/13 and CG 2037 04/13 or their equivalents) in addition to the certificate of insurance.
- Please provide a copy of the Primary & Non-Contributory endorsement (CG 2001 04/13 or its equivalent) in addition to the certificate of insurance.
- Please provide a copy of Waiver of Subrogation endorsement (CG 2404 or its equivalent) in addition to the certificate of insurance. - Please provide a copy of the 30-day Notice of Cancellation (NOC), in favor of the Certificate Holder, in addition to the certificate of insurance.
- Waiver of Subrogation applies in favor of: Monteith Construction Corporation
- Please confirm on the certificate or by uploading endorsement(s) that Additional Insured applies to this policy.
- Additional Insured Names: Monteith Construction Corporation,
- Additional Insured applies to General Liability.
- Please confirm on the certificate or by uploading endorsement(s) that Waiver of Subrogation applies to this policy.
- Please confirm on the certificate or by uploading endorsement(s) that Primary & Non-Contributory applies to this policy.

**AUTOMOBILE LIABILITY**

- All Scheduled, Hired & Non-Owned Autos will be accepted in lieu of the All Owned, Hired & Non-Owned Autos requirement.
- Umbrella or Excess Liability may be used to meet policy limits

- Please provide a copy of the Additional Insured endorsement in addition to the certificate of insurance.
- Please provide a copy of the Primary & Non-Contributory endorsement in addition to the certificate of insurance.
- Please provide a copy of Waiver of Subrogation endorsement in addition to the certificate of insurance.
- Please provide a copy of the 30-day Notice of Cancellation (NOC), in favor of the Certificate Holder, in addition to the certificate of insurance.
- Waiver of Subrogation applies in favor of: Monteith Construction Corporation
- Please confirm on the certificate or by uploading endorsement(s) that Additional Insured applies to this policy.
- Additional Insured Names: Monteith Construction Corporation,
- Additional Insured applies to Automobile.
- Please confirm on the certificate or by uploading endorsement(s) that Waiver of Subrogation applies to this policy.
- Please confirm on the certificate or by uploading endorsement(s) that Primary & Non-Contributory applies to this policy.

#### WORKERS COMPENSATION

- Please list on the certificate the states included in the policy. The following states are required: North Carolina & South Carolina .
- Please confirm that no proprietor/partner/executive/officer/member is excluded. If there are exclusions, please list on certificate and please indicate whether any of these excluded parties visit the job sites.
- If coverage is from a PEO/temp agency, a copy of the Alternate Employers Endorsement must be submitted in addition to the certificate of insurance.
- Please provide a copy of Waiver of Subrogation endorsement in addition to the certificate of insurance.
- Please provide a copy of the 30-day Notice of Cancellation (NOC), in favor of the Certificate Holder, in addition to the certificate of insurance.
- Waiver of Subrogation applies in favor of: Monteith Construction Corporation
- Please confirm on the certificate or by uploading endorsement(s) that Waiver of Subrogation applies to this policy.

**§ 12.1.2** Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

**§ 12.1.3** If professional services are required under Section 4.9, the Subcontractor shall provide the professional liability insurance coverage required under this Section 12.1 for the following period after completion of the Work:

« »

**§ 12.1.4 Certificates of Insurance.** The Subcontractor shall provide certificates of insurance acceptable to the Contractor evidencing compliance with the requirements in this Article 12 at the following times: (1) prior to commencement of the Subcontractor's Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Contractor's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required in this Article 12. The certificates shall show the Contractor and the Owner as additional insureds on the Subcontractor's Commercial General Liability and any excess or umbrella liability policy.

COVERAGES AND CERTIFICATES OF INSURANCE NOTING COVERAGES SHALL BE THRU THE WARRANTY PERIOD – ONE YEAR FROM THE CERTIFICATE OF OCCUPANCY

**§ 12.1.5 Deductibles and Self-Insured Retentions.** The Subcontractor shall disclose to the Contractor any deductible or self-insured retentions applicable to any insurance required to be provided by the Subcontractor.

**§ 12.1.6 Additional Insured Obligations.** To the fullest extent permitted by law, the Subcontractor shall cause its commercial general liability coverage to include: (1) the Contractor, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or

omissions during the Subcontractor's operations; and (2) the Contractor and Owner as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions for which loss occurs during the Subcontractor's completed operations. The additional insured coverage shall be primary and non-contributory to any of the Contractor's and Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ 12.1.7 Notice of Cancellation or Change in Coverage.** Within three (3) business days of the date the Subcontractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Subcontract Documents, the Subcontractor shall provide notice to the Contractor of such impending or actual cancellation or expiration. Upon receipt of notice from the Subcontractor, the Contractor shall, unless the lapse in coverage arises from an act or omission of the Contractor, have the right to suspend the Work in accordance with this Agreement until the lapse in coverage has been cured by the procurement of replacement coverage by the Subcontractor. The furnishing of notice by the Subcontractor shall not relieve the Subcontractor of any contractual obligation to provide any required coverage.

SHALL INCLUDE 30 DAYS NOTICE OF CANCELLATION CLAUSE

**§ 12.2 Subcontractor's Required Performance Bond and Payment Bond**

**§ 12.2.1** The Subcontractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	n/a
Performance Bond	n/a

Payment and Performance Bonds shall be issued on the attached documents Appendix A Payment Bond and Appendix B Performance Bond, current as of the date of this Agreement.

Bonds must be issued by a surety with a rating of A- or better.

**§ 12.2.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations under this Agreement, the Subcontractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

**§ 12.3 Contractor's Insurance and Bond Obligations**

**§ 12.3.1** The Contractor shall furnish to the Subcontractor certificates of insurance evidencing insurance coverage required of the Contractor under the Prime Contract.

**§ 12.3.2** The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

**§ 12.4 Property Insurance**

**§ 12.4.1** When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project, to the extent copies of the policies are available to the Contractor. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

**§ 12.4.2** If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

**§ 12.4.3** Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the Application for Payment process.

## § 12.5 Waivers of Subrogation

The Subcontractor waives all rights against (1) the Contractor and any of its subcontractors, sub-subcontractors, agents, and employees, each of the other, (2) the Owner, the Architect, the Architect's consultants, and (3) separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance provided under the Prime Contract or other property insurance applicable to the adjacent Project site, except such rights as the Subcontractor may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require similar written waivers in favor of the individuals and entities enumerated herein from the Subcontractor's Sub-subcontractors, agents, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 12.5 shall not prohibit this waiver of subrogation, which shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the property damaged.

## ARTICLE 13 TEMPORARY FACILITIES, SERVICES, EQUIPMENT, NOTICE, WORKING CONDITIONS, AND COMPLIANCE WITH LAWS

§ 13.1 The Contractor shall furnish and make the Contractor's temporary facilities and services available to the Subcontractor at no cost, except as noted below:

«SANITARY FACILITIES, TEMPORARY POWER AND POTABLE WATER »

§ 13.2 The Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms, except as noted below:

« »

§ 13.3 Specific working conditions as noted below:

*(Insert any specific arrangements or requirements concerning working conditions and labor matters applicable to the Subcontractor's Work.)*

« »

§ 13.4 Subcontractor shall not use any class of workmen, materials, or methods, including improper classification of employees as independent contractors, which may cause project delay, or which do not comply with the Contract Documents and applicable law. Subcontractor shall remove from the Project any employee whom Contractor reasonably determines to be incompetent, undesirable, or presents a threat of risk or harm to others. Subcontractor shall conform to prevailing wage and certified payroll requirements applicable to the Project, if any; however, Subcontractor shall submit at the end of each week, daily payroll records for that week, satisfactory to the Contractor, of all of Subcontractor's employees working on the Project.

Subcontractor agrees that if any portion of its Work is further subcontracted, such further subcontractor shall be bound by and observe the provisions of this Article to the same extent as herein required of Subcontractor, and that a copy of this Article be included in any further Subcontract. Subcontractor's failure to abide by the terms of this Article may be deemed a material breach of this Subcontract.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 14.2 The Contractor's representative:

*(Name, address, email address and other information)*

« Charles Roy (Project Executive) »

« croy@monteithco.com »

« Kyle Kinder (Superintendent) »

« kkinder@monteithco.com »

« Grant Smith (.PC) »

« grantsmith@monteithco.com »



§ 14.3 The Subcontractor's representative:  
(Name, address, email address and other information)

Subcontractor Info

>>  
<< >>  
<< >>  
<< >>  
<< >>

§ 14.4 Notice

§ 14.4.1 Except as otherwise provided in Section 14.4.2, where the Subcontract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic notice is set forth in Section 14.4.3.

§ 14.4.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 14.4.3 Notice in electronic format, pursuant to Section 14.4.1, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203™–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

<< >>

§ 14.5 Neither the Contractor's nor the Subcontractor's representative shall be changed without ten days' prior notice to the other party.

§ 14.6 The invalidity of any provision of the Subcontract Documents shall not invalidate the Subcontract or its remaining provisions. If it is determined that any provision of the Subcontract violates any law or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Subcontract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Subcontract.

§ 14.7 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 14.7.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 15 ENUMERATION OF SUBCONTRACT DOCUMENTS**

§ 15.1 This Agreement is comprised of the following documents:

- .1 AIA Document A401™–2017, Standard Form Agreement Between Contractor and Subcontractor;
- .2 Prime Agreement between the Owner and Contractor, including all exhibits thereto, attached as Exhibit A;
- .3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if not included in the Prime Agreement, dated as indicated below:

*(Insert the date of the E203–2013 incorporated into this Agreement.)*

« »

- .4** Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement.)*

« »

- .5** Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

« »

This Agreement entered into as of the day and year first written above.

**CONTRACTOR** *(Signature)*

« Charles Roy »

« Project Executive »

*(Printed name and title)*

**SUBCONTRACTOR** *(Signature)*

« »« »

*(Printed name and title)*



**FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_

\_\_\_\_\_ as principal, and \_\_\_\_\_, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto the State of North Carolina\* through \_\_\_\_\_ as obligee, in the penal sum of \_\_\_\_\_ DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this \_\_\_\_ day of \_\_\_\_ 20\_\_

WHEREAS, the said principal is herewith submitting proposal for and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

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