

## **SUMMARY OF WORK**

This project involves the furnishing of all labor, materials, and services necessary to complete the construction of the NEW CTE BUILDING FOR BERTIE HIGH SCHOOL, Bertie County Schools, North Carolina as shown by the drawings and as specified herein.

## **CONSTRUCTION SCHEDULE**

Each Prime Contractor shall coordinate his work with the others to complete his work, on schedule, within the specified time allowed. Within thirty days of award of Contracts to the successful Bidders, the General Contractor will prepare, with the assistance of each Prime Contractor, a Master Construction Schedule, in both bar chart and critical path method form, which shall be signed by each Contractor and become a requirement and part of the Contract Documents.

The Schedule shall include work by Architect and Owner, as may be required by the contractor (i.e. Critical shop drawing review, color selection, inspections, etc.).

The Master Schedule shall be created in electronic computer form using an industry-recognized "Critical Path Method" software program, and continuously maintained for the benefit and use of all Contractors and the Owner/Architect. The General Contractor shall submit to all parties, at each monthly meeting, printed reports, generated from the computer program file, indicating the current status of all project activities, including those of the other Contractors. A Recovery Schedule will be generated and submitted when a critical path activity date, or Project Completion date is not in compliance with the original contract requirement.

## **CONTRACTS**

Contracts will be executed for each Prime Contractor on AIA Document A101, Standard Form of Agreement Between Owner and Contractor, as amended herein.

## **PAYMENTS**

Payments to the Contractor will be made on the basis of ninety-five percent (95%) of monthly estimates approved by the Architect.

Bids shall include North Carolina sales and Use Tax or local sales and use tax. The Owner shall be entitled to reimbursement of taxes paid by Contractor on basis shown separately on monthly request for payment. At the time of delivery of the periodic monthly estimate and request for progress payments, the Contractor shall attach to such requests a statement which shall show the amount of sales tax paid by the Contractor upon purchases of building materials during the period covered by the progress payment request. A sworn statement by the Contractor shall be attached stating that the property upon which such sales taxes were paid was or will be used in the performance of the contract. Sales tax on purchases or rental of tools and equipment is taxable to the Contractor and shall not be included in the sworn statement. When applicable, file a Form E-589CI, Affidavit Of Capital Improvement. Refer to Section 01011, Supplementary Conditions, subparagraph 9.3.4 for additional requirements.

## **CONSTRUCTION PROCEDURES**

The following Construction Procedures are to be implemented for this project:

1. The General Contractor shall be the Project Coordinator, and as such shall schedule and manage the entire work. Notify the Architect immediately upon any conflict with separate Prime Contractors.
2. The General Contractor shall coordinate with all Prime Contractors to prepare and submit to the Architect within two weeks following the date of the Notice to Proceed his proposed Progress

Schedule for completing the Project in the specified time. Include critical shop drawing reviews, inspections, or other work to be scheduled with Architect or Engineer.

3. Approved Schedule shall be distributed to all other Prime Contractors by the General Contractor. Also, post copy in Contractor's field office. General Contractor shall keep other contractors, including his subcontractors, informed of his planned and actual progress, so that the Project Schedule can be maintained.
4. All other prime and sub-contractors shall organize their work to conform to this Schedule and see that all phases of the work progress as smoothly and efficiently as possible.
5. The General Contractor will coordinate the location of tool sheds and storage areas for all contractors within the limits of the site area designated or approved by the Owner.
6. All Contractors shall submit within twenty (20) days from the date of the Notice to Proceed a complete list of all subcontractors and material suppliers (including addresses), that they propose to use on this Project for Architect's and Engineer's approval.
7. All Contractors are requested to furnish the Architect with the name of their project manager, safety manager, and job foreman or superintendent who will be in charge of the work. These men will not be changed during the course of construction without prior notice to the Architect. Furnish Architect and Owner with name and home telephone number of job superintendent and project manager for emergency contact.
8. Architect will hold monthly meetings at the project site on a day and time to be determined. Each Contractor shall have his job superintendent and project manager present. The purpose of these meetings is to evaluate progress, resolve problems, and in general to help expedite construction. Meeting representatives must have authority to act on behalf of the Contractor.
9. See Specifications, Division 1, General Requirements, for information relative to the following:
  - a. Schedules and Reports
  - b. Samples and Shop Drawings
  - c. Temporary Facilities and Controls
  - d. Cleaning Up
  - e. Project Close Out
10. To expedite handling paperwork, the following procedures shall be used:
  - a. Shop drawings and submittals shall be submitted electronically individually via e-mail, in non-editable format PDFs, each with its own transmittal. Electronic submittals e-mail subject line will contain the project name, specification number, and product name. Each submittal will bear the contractor's review stamps and a statement of deviations.
  - b. Each Contractor shall submit to the Architect a cost breakdown of his contract on standard AIA form. Breakdown shall show labor and material. Upon approval by Architect and Engineer, this breakdown shall be used for progress payments.
  - c. Contractor's payment period shall be from the twenty-fifth day of the month to the twenty-fifth day of the following month. Contractor shall forward to the Architect by the first of the following month his Application for Payment in PDF format, submitted electronically, with ink professional seals. Owner will make payments by the fifteenth of the month. Professional seals shall be ink stamped, not embossed.

- d. Sales tax expenditures for each pay period shall be substantiated with an attached certified statement by the Contractor and each of his Subcontractors individually showing total purchases of material from each separate vendor and total sales taxes paid each vendor for the applicable period.
  - e. Payment for material stored on site will be approved upon verification of material and quantity. Payment will also be approved if material is stored in a bonded warehouse approved by the Architect and Owner and insured for its full value. Include insurance certificates and certificates verifying storage in bonded warehouse with Application for Payment of such materials.
  - f. Submit copy of Building Permit prior to or with submission of first Pay Application. Payments will be withheld until permit copy is submitted.
- 11. All materials and submittal data must be approved before Contractor proceeds with installing such items in the Project. All materials requiring color selection shall be submitted together. Contractor shall confirm in writing that color samples provided are current and available to select from. An incomplete color schedule will not be issued. All material samples must be submitted in order to make a complete, coordinated schedule.
  - 12. Materials and compaction testing company shall be selected by the Owner. The Architect will notify the Contractor of the company and of the specific testing to be done. Based on these instructions, the Contractor will be responsible for notifying the testing company of individual tests to be made.
  - 13. The Contractor shall issue daily electronic update reports, in PDF format, via e-mail, with descriptions of day's work performed, 3 photos minimum, weather conditions, parties on site with manpower counts, and equipment on site.
  - 14. Notify Architect, Structural Engineer, and Testing Laboratory twenty-four (24) hours prior to pouring footings. Pours shall always be the maximum that can be properly handled in a day.
  - 15. Inspection Reports from Architect or Engineers pointing up defective or unacceptable work shall be corrected immediately. Failure to do so will be cause to withhold monthly progress payments.
  - 16. Each Separate Prime Contractor shall be responsible for removing his own waste material and job debris from the all construction areas and the site, fully coordinated with requirements of the Construction Waste Management Plan (CWMP). This shall be done continually. Failure to keep job site clean and safe for maximum working efficiency will be cause to withhold monthly progress payments. Failure to comply with the Construction Waste Management Plan (CWMP) will be cause to withhold monthly progress payments.
  - 17. Construction workers will be properly dressed at all times on the site (shirts, shoes, etc.), and the use of foul language, vulgar or lewd gestures, or any other conduct deemed inappropriate by the Owner will be cause for immediate dismissal.
  - 18. Working Schedule: Working hours shall be coordinated among all Prime Contractors. Advise Owner and Architect.
  - 19. Claims: Follow General Conditions, as amended, for any claims for additional money or time. Claim must be made at time of discovery, time limits in accordance with these Conditions.
  - 20. Final Inspection of Projects: It is the Contractor's responsibility to notify the Architect that the project is complete and to submit a list of discrepancies to be corrected. Following such notification, the Architect shall make a preliminary review of the project to verify completion. From the preliminary review, the Architect shall prepare a punch list of discrepancies for the

Contractor. Upon notification by the Contractor that the discrepancies have been rectified, the Architect shall schedule a formal final inspection with the Owner.

21. Record Drawings: One (1) complete set of working drawings will be maintained on the job site by the General Contractor. If any changes or deviations from these drawings are made by any Contractor, such Contractor shall indicate the change on the drawings using colored pencils or ink.
22. Safety Regulations: All Contractors shall abide by current OSHA Regulations at all times. Be advised that the Owner is obligated by these Regulations to report any known violations to OSHA.
23. Smoking is prohibited and not allowed on the construction site property.

### **DRAWINGS AND SPECIFICATIONS**

The following principles shall govern the settlement of disputes which may arise over discrepancies in the contract documents.

1. As between written figures given on drawings and the scale measurements, the figures shall govern.
2. As between large-scale drawings, and small scale drawings, the larger scale drawings shall govern. Discrepancies noted shall be reported to the Architect before commencing work.
3. Where more than one item or procedure is specified or indicated, the Contractor shall provide the item of greatest expense or most stringent procedure.

Titles to divisions and paragraphs in the contract documents are introduced merely for convenience and shall not be taken as a correct or complete segregation of the several units of materials and labor. The Contractor shall see that each subcontractor is familiar with the entire work under this contract to the extent that it affects his portion of the work, as no responsibility is assumed by the Architect for omissions or duplications by the Contractor or his subcontractors due to real or alleged error in arrangement of material in these documents.

The plans and specifications are both a part of this contract and shall be considered cooperative. Any work called for by the plans and not hereinafter specified or vice versa, shall be executed by the Contractor as if specifically mentioned in both.

The drawings and specifications are to be used for this building only and are the property of the Architect; they are to be returned to him before the final certificates are given.

After award of Contract, drawings and specifications shall be obtained and /or downloaded by the General Contractor from the Hite Associates website, [www.hiteassoc.com](http://www.hiteassoc.com). Additional drawings and / or specifications may be purchased by contacting Speedyblue Reprographics at (252) 758-1616, [print@speedyblue.com](mailto:print@speedyblue.com).

### **INTENT OF DRAWINGS**

In making a Proposal, the Contractor acknowledges that the drawings are diagrammatic in nature, and agrees to provide complete and finished construction assemblies to comply with the Architect's intent and pertinent Building Codes, whether all parts or components of such assemblies are shown or not (for example, doors or frames shown on plan drawings but not scheduled or detailed otherwise shall be furnished, consistent with other doors or frames of type and material as would be reasonably inferable, complete with hardware).

For renovations and additions, the plans and specifications are intended to convey the broad scope of work that is to be included in the demolition scope and/or renovations scope of existing areas in the contract, they do not show every item or detail to be installed or removed. Provide complete and finished construction assemblies.

Bidders and their subcontractors must visit the site prior to bid to verify all existing conditions in areas to be renovated, including equipment platforms, to ascertain items to be removed or relocated to perform the work as shown and specified, and to provide complete assemblies. When available, existing building drawings are to be reviewed for concealed conditions. No allowance will be made for claims for additional cost or time based on conditions that are accessible for inspection.

#### **STANDARD OF QUALITY, CONTRACT DEFINITION**

The Standard of quality for all work shall be first class in all respects, in the opinion of the Project Architect and Project Engineer. In submitting a Bid, the Contractor agrees to abide by this Standard, and no other. Any work considered less than first class by the Architect/Engineer shall be corrected or removed and replaced as directed.

#### **PROJECT MANAGER AND SUPERINTENDENTS, APPROVAL OF PERSONNEL**

The Contractor shall provide resumes of proposed Project Manager and Superintendents to Owner, through Architect, for review and approval prior to assignment. Contractor shall submit only those candidates with a minimum of five years experience in the respective capacities proposed, with projects of similar size and scope.

#### **FIELD SUPERVISION REQUIREMENTS**

The Contractor is required to provide a full time Field Superintendent to supervise the work of their Contract and to be present, in the field, and not in a field office, at all times work is being performed by that Contractor or his Subcontractors, for the express purpose of providing continuous control of the quality and correctness of construction. In addition, the Contractor's Field Superintendent is required to provide general supervision and coordination of the work of all other Prime Contractors. This person is required to be equipped with a mobile telephone at all times. The Contractor shall issue daily electronic update reports, in PDF format, via e-mail, with descriptions of day's work performed, 3 photos minimum, weather conditions, parties on site with manpower counts, and equipment on site.

#### **FIRE RATED CONSTRUCTION ASSEMBLIES**

Where U.L., F.M., W.H.I., or other independent testing agency fire rated construction assemblies are referenced on the drawings, it shall be the Contractor's responsibility to meet the specific requirements of the assembly, as defined by State and Local Building Authorities.

#### **MEASUREMENTS AND DIMENSIONS**

Before ordering material or doing work which is dependent for proper size or installation upon coordination with building conditions, the Contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given to any claim based on differences between the actual dimensions and those indicated on the drawings. Any discrepancies between the drawings and/or the specifications and the existing conditions shall be referred to the Architect for adjustment before any work affected thereby is begun.

#### **TOLERANCES**

Unless otherwise specified, the maximum acceptable variation from plumb and level of any wall, floor, ceiling, roof, or constructed surface shall be at the following rates:

- Floors: Flatness of F25 and Levelness of F20. Reference Section 03250, Flatness and Levelness.
- Ceilings: 1/4" in ten feet maximum.
- Walls: 1/8" in ten feet maximum.
- Doors: 1/4" warp across surface maximum.
- Door Frames: 1/16" top to bottom maximum.
- Wood Joinery: Imperceptible by touch.
- Aluminum Storefront / Window System Joints: 1/32" maximum.
- Window / Door Frame edges to opening surfaces: 1/4" maximum.

Work which does not meet these tolerances will be rejected. Concrete slabs will be inspected immediately after finishing for correctness. Concrete work which does not meet the prescribed tolerances will be rejected and immediately removed.

### **SAMPLES AND SHOP DRAWINGS**

Each Contractor shall submit such samples of materials and examples of workmanship as are requested by the Architect to show quality and kind of material and work he proposes to deliver or perform in executing his contract.

Shop drawings and submittals shall be submitted electronically, in non-editable format PDFs, submitted via e-mail. Electronic submittals e-mail subject line will contain the project name, specification number, and product name.

Coordinate LEED submittals with general submittal requirements. Refer to Section 01405 LEED Requirements.

Contractors shall make all submittals promptly after award of contract. Submittals requiring color selection shall be made no later than 60 days after award of contract. Contractor and manufacturer shall confirm in writing that color samples provided are up-to-date, current and can be provided.

All material requiring color selection shall be submitted for review before any colors are selected. The Contractor shall allow 45 days after all submittals are made and all color samples received for the Owner to make selections, and schedule his submittals accordingly.

### **TEMPORARY FACILITIES**

This section covers the furnishing of all appliances, labor, materials, tools, transportation and services required to perform and complete all preliminary work and temporary construction required for the building and site as indicated.

Storage - Each Contractor shall provide such temporary structures as are required for the protection of persons and property. On barricades where necessary, lights shall be maintained at night.

Field Office - General Contractor shall provide and maintain a full time field office construction trailer at the site, equipped with heat, lights, plan desks and telephones. Office shall be sufficient size for use by this Contractor and for on-site meetings with a separate office provided specifically for the Architect's Representatives.

Scaffolds, Tolls, etc. - Each Contractor shall erect and provide all necessary platforms and scaffolds of ample strength required for the handling of materials and equipment such as ladders, horses, poles, planks, ropes, wedges, centers, etc.

Pumping - Each Contractor shall keep all excavations free from water by pumping or other adequate means and shall do any and all shoring or other work necessary to keep excavations in good and safe condition. Provide trenching as required to conduct surface water away from the building.

Temporary Heat / Humidity Control - The General Contractor shall provide at his own expense temporary heat and humidity control to protect all work and materials against injury from dampness and cold and to dry out the building. Control shall be established prior to installation of ceiling tile, millwork, or other finishes. The General Contractor shall have the use of the building mechanical systems for this purpose, provided that the building is, in the opinion of the Architect, sufficiently clean and secure. The General Contractor shall take precautions as recommended and monitored by the Mechanical Contractor for proper filtration and to keep all parts of the mechanical system free from dust or contamination from construction activities. The General Contractor shall be responsible for any cleaning, repairs or replacement of the building mechanical system or parts thereof as a result of contamination or other damage caused by misuse. Refer to specifications for specific temperature requirements relative to various parts of the Work.

Temporary and Permanent Utilities - The General Contractor shall furnish at his own expense all water, electrical power and lighting, and other utilities necessary for construction purposes by all Prime Contractors. Temporary electric service panels shall be provided and installed by the Electrical Contractor as directed by the Architect.

GFI (Ground Fault Interruption) Protection - GFI Protection of temporary power panels is the responsibility of the Electrical Contractor. GFI Protection of electrical outlets served by permanent building power panels is the responsibility of the Contractor using the power until a Certificate of Occupancy is issued for the building.

Staging: The location of trailers and material storage areas shall be approved by the Architect. Each Prime Contractor will be responsible for repair and testing of the paving base if damaged by his staging activities.

Working Hours: Single or separate prime contractors may set their own working hours, provided, however, that the Project is under supervision by the General Contractor at all times work is being performed.

Sanitation: The General Contractor shall provide and maintain temporary toilets as necessary for use of all workmen. Locate toilets where directed, keep in sanitary condition, and comply with the requirements of the local public health authority.

## **OSHA**

It shall be the responsibility of all contractors to conform to the latest edition of Safety Standards for construction by "OSHA".

## **CUTTING AND PATCHING / REPLACE**

All cutting and patching throughout Project shall be done by the trade requiring the cut. Patching of work or areas affected by cutting, digging and fitting shall be done by mechanics skilled in the applicable trades and shall match surrounding or adjoining similar work. If the quality of the cutting and patching work is not first class and, in the opinion of the Architect, not acceptable, the Contractor will be required to have this work done by the General Contractor, who will be reimbursed for the cost thereof.

Where documents indicate the terms “replace” or “replacing” of any item or system, the items or system called out to be replaced shall be removed in their entirety complete, by the trade performing the replacement.

### **CLEANING UP**

Each Prime Contractor shall be responsible for keeping the project clean and free of hazardous working conditions. Remove scrap or surplus materials and keep stored materials in a neat and orderly fashion, minimum once weekly.

The General Contractor shall advise all subcontractors and separate prime contractors of their responsibility to keep their part of the project clear and free of accumulated debris.

After completion of Utility Platforms and Main Boiler and Electrical Room construction by all contractors, the General Contractor shall provide a complete vacuuming and wipe down of all mechanical and electrical equipment, including ductwork. The General Contractor shall then provide two coats of clear polyurethane floor sealer as specified to these spaces, after approval of the condition of each space by the Architect.

At the completion of work, the entire project shall be left clean and ready for occupancy. All finished surfaces shall be cleaned, polished, waxed and left in first class condition.

### **CONSTRUCTION WASTE MANAGEMENT: WASTE AND RECYCLING**

The General Contractor shall be responsible for developing and implementing a Construction Waste Management Plan (CWMP) that identifies the materials to be diverted from disposal and their quantities by weight in order to divert a minimum of 75% of all construction and demolition debris. The GC shall submit monthly progress reports indicating quantities disposed and quantities diverted along with each Payment Application. The GC shall also be responsible for providing separate recycling collection containers for disposal and recycling of non hazardous construction and demolition waste. All containers must be clearly labeled with a list of acceptable and unacceptable materials that meet the requirements of the recovery facility or recycling processor, to which the materials shall be hauled. The General Contractor shall provide on site instruction of appropriate separation, handling, and recycling, and return methods to be used by all contractors. These containers shall be maintained on a regular schedule by either the GC or a GC contracted service. If the contracted service provides off-site sorting services, then waste may be commingled on site per the contracted services specifications. If commingling on site is not permitted, then containers are to be provided for the following materials:

1. Concrete waste
2. Brick and CMU (shall be recycled)
3. Wood and Wood Products
4. Cardboard (shall be recycled)
5. Steel and Metals (shall be recycled)

### **OWNER SYSTEM TRAINING SESSIONS**

Each Contractor shall have factory trained and certified product representatives provide equipment and system training sessions for the Owner for each product and system. Sufficient training shall be provided to the extent that each Owner attendee is fully versed on the product and/or system and can be a designated “trained” participant, and that each participant can demonstrate the ability to operate each product and system in total variety of operations. Provide multiple training sessions if such is required to be certified as fully trained personnel. An Owner Training Certification is to be provided. Submit an affidavit that each required Owner training session has been performed. Submitted affidavit to include sign-up log of attendees/trainees and description of system or product, cross referenced to the specific contract document.

### **PROJECT CLOSEOUT**



Prior to issuance of a Certificate of Final Payment, unless otherwise noted, each Prime Contractor will be required to deliver to the Architect the following items, in encrypted electronic PDF format, indexed with a hyperlinked Table of Contents. All professional seals shall be stamps, not embossed. Files to be submitted on an electronic storage device. All warranties requiring signatures for execution, shall be submitted in paper format.

1. Certificate Of Occupancy issued by the jurisdiction having authority.
2. Fully executed final Change Order, reconciling all project allowances.
3. Submit five copies of Final Application for Payment, AIA Documents and Final Sales Tax Report collated and stapled together.
4. AIA Document G 706/Contractors Affidavit of Payment of Debts and Claims, and AIA Document G 706 A/Contractors Affidavit of Release of Liens, properly executed, notarized, with no exceptions.
5. Consent of Surety to Final Payment.
6. Certificate of Compliance. Each Prime Contractor shall furnish the Architect a certificate, duly notarized, stating that he has constructed his part of the work of the project in complete compliance with the Drawings and Specifications.
7. Each Prime Contractor shall furnish to the Owner through the Architect a certificate, duly notarized, stating that "no hazardous materials, including lead, asbestos, or PCBs, have been used in the work of the Contract".
8. Each Prime Contractor shall furnish to the Owner through the Architect in triplicate, duly notarized, an unconditional Warranty to guarantee his work free from defects in materials and workmanship for a period of one year following Substantial Completion.
9. Operations and Maintenance Manuals indexed, shall be submitted in electronic format with items and sections hyperlinked to the O&M's Table of Contents. Provide paper copies of product warranties.
10. As-Built drawings. Each prime contractor shall deliver to Architect one complete set of as-built drawings. Changes in the work shall be marked in red on a new set of drawings.
11. Transmittal of keys to Principal, acknowledgement signed by Principal, and Finish Hardware Bitting List.
12. Final Color Finishes Schedule.
13. Owner Training Certification: Submit affidavit that each required Owner training session has been performed. Submitted affidavit to include sign-up log of attendees and description of system or product cross referenced to the specific contract document.
14. Process and deliver to the Architect all product guarantees and warranties, materials and testing certificates, etc., as required by various sections within these specifications and by various agencies having jurisdiction over the Work, indexed.

Do not make separate submittals of the above. Incomplete submittals will be returned to the Contractor.

*END OF SECTION*