



## **ADDENDUM 2**

*Residence Hall – Phase XII Early Site Package*

*University of North Carolina at Charlotte*

*SCO 11-09156-02B*

### **NOTICE TO BIDDERS:**

All bidders are hereby notified that this Addendum shall become part of the Contract Documents.

The following items are intended to revise and clarify the Drawings & Bid Manual.

The bidder shall see that his Sub-Bidders are in full receipt of the information contained herein.

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### **GENERAL NOTES:**

1. This Addendum includes the following groups and subsequent “items” referring to various parts of the Contract Documents. Note that some “items” may refer to Bulletin Drawings which would be attached at the back of the Addendum.
  2. Addendum Number One was issued by the CM on 3/1/2013 and did not include any revisions to the Project Manual or Drawings.
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### **SUMMARY:**

#### **DRAWING REVISIONS: (1) ITEMS**

1. The following drawing sheets are attached and issued to replace previously issued sheets in their entirety, and the revisions have been clouded for clarity:
  - a. C2.00
  - b. C2.01
  - c. C2.04
  - d. C3.00
  - e. C3.01
  - f. C3.02
  - g. C3.03
  - h. C3.04

#### **RFI's: (1) ITEMS**

See attached.

**BID MANUAL REVISIONS: (7) ITEMS**

- 1. Brick pedestrian & vehicular pavers have been added to 03A – Site Concrete Scope Checklist.**
- 2. All permanent site signage has been added to the 02C - Asphalt Paving Scope Checklist.**
- 3. Numbering corrections for unit prices have been made to the 16A – Electrical Form of Proposal.**
- 4. An add alternate for bond has been added to all Form of Proposals.**
- 5. Voluntary alternates have been added to all Form of Proposals.**
- 6. An updated Exhibit E, list of drawings dated 3/7/13 has been added.**
- 7. Subgrade Exhibit, dated 3/12/13 has been added to the Exhibit X plan.**

**UNCC Phase XII - Early Site Package**

03/14/13

RFI Log

RFI #	Discipline	Description	Answer	Date Submitted
001	Electrical	Drawing# E0.01 refer to general notes # E and F, we feel these items should be handled by owner/landscaping contractor. Please clarify?	<b>Electrical contractor is to comply with all notes.</b>	03/06/13
002	Electrical	Drawing# E1.02 please refer to plan note #3 and #12, the wire size does not match. The length of branch wiring from Panel SEL to Blue phone is approximately 1300 ft or so. Please clarify?	<b>The size of the conductors in Note #12 shall be: 2#8, 1#10G, 1"C.</b>	03/06/13
003	Electrical	Drawing# E1.02, please refer to telecom Duct Bank section near MH#92 shows 4 T Conduits while the main duct bank shows 6 T Conduits. Please clarify?	<b>There are six (6) telecom conduits near MH#92</b>	03/06/13
004	Electrical	Drawing# E1.02 and E2.03, please provide the size of Power and Telecom Conduits for the duct bank?	<b>The sizes are shown as 4" on the details on sheet E2.03</b>	03/06/13
005	Electrical	Drawing# E1.01, please refer to General Note#1, our understanding is that all demolition and disconnection is by Duke Power and we are only coordinating the effort. Is our presumption correct? Please clarify?	<b>Yes, the contractor is responsible for coordinating the Duke Power disconnection of the electrical services to the building.</b>	03/06/13
006	Electrical	Drawing#E1.01, refer to note#2 calls for refer to new work plan for location. Location not marked. Please clarify which ones are being re-used?	<b>The area lights that are shown to be relocated by Plan Note #2 on Sheet E1.01 are to be used at the new locations that are shown on Sheet E1.02 for the type "Se" lighting fixtures. The ones marked with the plan Note #2 on Sheet E1.01 are the fixtures to be reused.</b>	03/06/13
007	Electrical	Drawing#E1.02, who is providing the lay out and exact location of 15KV switch for us to do the power duct bank for future Residence Hall? Please clarify?	<b>HCC will coordinate with electrical subcontractor</b>	03/06/13
008	Electrical	Refer to Scope Check List for 16A –Site Electrical. Serial No#34 calls for "Furnish and Install all Blue Phone devices as required". We understand that the existing Blue Phone Devices are being removed and reinstalled in the new phase and new devises if any are to be provided by owner. Please clarify?	<b>Electrical contractor is to install bases for blue phones. Blue Phones to be furnished and installed by UNCC.</b>	03/06/13

009	Bid Manual	Refer to Bid Manual and Exhibit G paragraph E calls for BIM. Do we require BIM for early site package work or this was written with the main Residential Hall project in mind. Please clarify?	<b>No BIM required for early site package work.</b>	03/06/13
010	Electrical	Drawing# E1.02 does not show any tracer wire for the duct bank. Please clarify if it is required or not? If so, please provide details and size of ground wire.	<b>Yes tracer tape is required. Refer to specification section 330000 Utility Services</b>	03/06/13
011	Electrical	Refer to Form of Proposal for 16A Electrical- Sub Head Unit Prices- all of the last five items are marked #8. Please clarify-if you require bare "Sb" and "Se" fixture price only or installed price including pole bases. Of course branch wiring will be dependent on how far the pole in question is located at site. Similarly 3000psi concrete mix and flowable fill slurry- is it just supply or laid in place at site and leveled. Please clarify?	<b>Price is for furnish and installation of fixture and base. Wiring not included.</b>	03/06/13
012	Electrical	Bid proposal calls for Alternate price for furnish and install duct bank for future phase, but the drawing E1.02 does not give the size of duct bank, we suppose it is the same size as for the base bid? If not please provide details and clarify? Also clarify how and where you want to end the Duct bank?	<b>There should not be an alternate price for the ductbank in the Early Site Package. The alternate price for the ductbank is in the building package and shown on those drawings.</b>	03/06/13
013	Pay Applications	Will Holder Construction be using the Textura System or similar service for pay applications and if so, is there a fee to use the system and what is the amount of the fee?	<b>HCC will not be utilizing the texture system or similar service.</b>	03/11/13
014	Sitework	Is the unsuitable soil allowance for unsuitable to subgrade? To subgrade with undercut? Or just undercut?	<b>Please refer to Specification 31 00 00, Section 2.1C for clarification.</b>	03/11/13
015	Sitework	Is there a specific location we need to look at for topsoil stockpiles?	<b>Topsoil materials are to be stored offsite, at a location selected by the subcontractor suitable storing such materials.</b>	03/11/13
016	Utilities	Are there any specific water/sewer tie-in instructions, more importantly, times? In the past we have to make them on nights and/or weekends.	<b>This work to be coordinated with UNCC</b>	03/11/13

017	Sitework	Does anyone know what the concrete structure is located in the parking lot at the corner of Cameron and Martin?	<b>The pad is an anchor for locking motorcycles</b>	03/11/13
018	Asphalt Paving	On Detail 1-C2.01, do we use surface or intermediate asphalt mix?	<b>Surface mix for surface. I 19.0B for Intermediate.</b>	03/11/13
019	Site Concrete	On Detail 5-C2.01, it shows 1/16" Tack Coat for the pavers. This really isn't possible. It needs to be a leveling course of sand. Can that be changed?	<b>Yes, it has been changed to a 1/16" sand bedding.</b>	03/11/13
020	Asphalt Paving	On detail 1 sheet C2.01 has a note calling for SF9.5A surface course. The table included with the detail calls for S9.5B surface course. Please clarify.	<b>Surface course to be S9.5B</b>	3/11/2013 @ 3PM
021	Sitework	Detail 3 sheet C2.01 Note 5 stipulates 6" subgrade compacted to 100% Standard Proctor. The label for the subgrade on the detail stipulates 95% compaction of subgrade under curb. Please clarify. Also, the depth of the compacted stone under the curb is not specified. Please advise.	<b>Top 6" to 98% 98% under curb 4" of compacted stone</b>	3/11/2013 @ 3PM
022	Site Concrete	Plan sheet C2.00 shows a 10' x10' transformer pad. There is no detail number referenced on the plan, and I could not find a detail for the transformer pad. Can you provide a detail?	<b>Transformer pad detail is 5/E2.02</b>	3/11/2013 @ 3PM
023	Building Package	Plan sheet C2.00 has a note stating that the bench, trash receptacle and pad will be installed with the Building Bid Package by Alternate. There are details for the benches and trash receptacles in these plans. Are they part of this project or the building project?	<b>Bench and trash along MVR to be installed with Building Package</b>	3/11/2013 @ 3PM
024	Utilities	Sheet C3.01 does not show a pipe under the temporary construction entrance to accommodate the temporary diversion ditch. Will a pipe be used. If so, what size pipe and what type of material?	<b>12" RCP at 1.00% min.</b>	3/11/2013 @ 3PM

025	Sitework	Detail 7 on sheet C2.02 calls for compacted stone (NCDOT #57 or #67). For compacted stone, would CABC be a better choice of material?	<b>NCDOT 57 OR 67 is the primary base used on campus</b>	3/11/2013 @ 3PM
026	Asphalt Paving	Detail 6 on sheet C2.03 shows the width of the stone base equal to the width of the asphalt course. Would it be better to have the stone base a little wider to better support the asphalt course?	<b>No, the detail will remain as it has been drawn.</b>	3/11/2013 @ 3PM

**UNC Charlotte Residence Hall - Phase XII  
Early Site Package**

**Charlotte, NC**

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**Addendum 2  
Bid Manual  
3/14/13**

**UNC Charlotte  
Owner**

**Jenkins Peer/Hanbury Evans Wright Vlattas & Co.  
Architect**

**United Engineering Group, LandDesign & Stewart  
Engineers**

**Holder Construction Company**





## *Bid Manual*

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2. Exhibit A - Subcontractor's Request for Payment
3. Exhibit B - Unconditional Waiver and Release upon Final Payment
4. Exhibit C - Insurance Certificate
5. Exhibit D - HCC Accident Prevention Program
6. Exhibit E - Contract Documents and Specifications
7. Exhibit F - Substance Abuse Testing Policy
8. Exhibit G - Special Condition
9. Exhibit L - Sustainable Project Requirements
10. Exhibit S - Project Schedule
11. Exhibit X - Site Logistics Plan

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# **Form of Proposal**



## FORM OF PROPOSAL

Residence Hall – Phase XII Early Site Package  
University of North Carolina at Charlotte  
SCO 11-09156-02B

Contract: \_\_\_\_\_  
Bidder: \_\_\_\_\_  
Date: \_\_\_\_\_

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 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 he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with the  
**Holder Construction Group, LLC.**

in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of

### 02A - Sitework

in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the **State of North Carolina**, and the

### University of North Carolina at Charlotte

with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

Base Bid: \_\_\_\_\_ Dollars(\$)

### UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

No. 1 <u>Foreman</u>	\$/HR	Unit Price (\$) _____
No. 2 <u>Foreman Overtime Rate</u>	\$/HR	Unit Price (\$) _____
No. 3 <u>Mechanic/Journeyman</u>	\$/HR	Unit Price (\$) _____
No. 4 <u>Mechanic/Journeyman Overtime Rate</u>	\$/HR	Unit Price (\$) _____

No. 5	<u>  Laborer  </u>	\$/HR	Unit Price (\$)_____
No. 6	<u>  Laborer Overtime Rate  </u>	\$/HR	Unit Price (\$)_____
No. 7	<u>  Operator  </u>	\$/HR	Unit Price (\$)_____
No. 8	<u>  General Mass Site Rock - Removal and disposal to an off-site location and equal volume of imported backfill  </u>	\$/CY	Unit Price (\$)_____
No. 9	<u>  Trench Rock – Utility trench rock or pit rock used or disposed of offsite and equal volume of imported backfill.  </u>	\$/CY	Unit Price (\$)_____
No. 10	<u>  Unsuitable Soils – Removal and offsite disposal of unsuitable soil and equal volume of imported backfill.  </u>	\$/CY	Unit Price (\$)_____
No. 11	<u>  Mobilization  </u>	\$/EA	Unit Price (\$)_____
No. 12	<u>  Temporary Asphalt Walks  </u>	\$/SY	Unit Price (\$)_____
No. 13	<u>  Silt Fence  </u>	\$/LF	Unit Price (\$)_____
No. 14	<u>  Temporary Seeding  </u>	\$/SF	Unit Price (\$)_____
No. 15	<u>  Curb Inlet  </u>	\$/EA	Unit Price (\$)_____
No. 16	<u>  Drop Inlet  </u>	\$/EA	Unit Price (\$)_____
No. 17	<u>  #57 Stone  </u>	\$/Ton	Unit Price (\$)_____
No. 18	<u>  C.A.B.C. Stone  </u>	\$/Ton	Unit Price (\$)_____

**ALLOWANCES**

Allowance No. 1: Excavation of unforeseen unsuitable soil materials and off-site disposal (Imported Fill): Quantity of 1,000 cubic yards. Provide removal of unsuitable soils in accordance with Section 31 00 00.

Allowance No. 2: Trench Rock Excavation and Removal (Imported Fill): Include the removal of 250 cubic yards of trench rock including all necessary equipment, material and labor for trench rock excavation and removal as designated. Provide the replacement of trench rock with compacted fill from on-site in accordance with Section 31 23 16.26.

Allowance No. 3: Blast Rock Excavation and Removal (Imported Fill): Include the removal of 1,100 cubic yards of blast rock including all necessary equipment, material and labor for blast rock excavation and removal as designated. See Section 31 23 16.26.

**ALTERNATES**

No. 1 Bond (If contract value meets or exceeds \$500,000 **OR** If submitting on multiple Trade Packages and the aggregate of the packages meets or exceeds \$500,000) \$ \_\_\_\_\_

No. 2 Voluntary Alternates

<u>  Savings for Multiple Packages  </u>	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in the Supplementary General Conditions Article 23. Applicable liquidated damages amount is also stated in the Supplementary General Conditions Article 23.

## **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 Owner 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 20% 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 20% 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. If there is no MB participation, then enter none or zero on the form. Affidavit A or Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## **Proposal Signature Page**

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of \_\_\_\_\_

\_\_\_\_\_  
(Name of firm or corporation making bid)

WITNESS:

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

\_\_\_\_\_  
(Proprietorship or Partnership)

Name: \_\_\_\_\_  
Print or type

Title \_\_\_\_\_  
(Owner/Partner/Pres./V.Pres)

Address \_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

License No. \_\_\_\_\_

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

Federal I.D. No. \_\_\_\_\_

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

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 5 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_ Addendum No. 7 \_\_\_\_\_



# FORM OF PROPOSAL

Residence Hall – Phase XII Early Site Package  
University of North Carolina at Charlotte  
SCO 11-09156-02B

Contract: \_\_\_\_\_  
Bidder: \_\_\_\_\_  
Date: \_\_\_\_\_

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 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 he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with the

**Holder Construction Group, LLC.**

in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of

### 02B - Utilities

in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the **State of North Carolina**, and the

**University of North Carolina at Charlotte**

with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

\_\_\_\_\_  
Base Bid: \_\_\_\_\_ Dollars(\$)

### UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

No. 1 <u>Foreman</u>	\$/HR	Unit Price (\$) _____
No. 2 <u>Foreman Overtime Rate</u>	\$/HR	Unit Price (\$) _____
No. 3 <u>Mechanic/Journeyman</u>	\$/HR	Unit Price (\$) _____
No. 4 <u>Mechanic/Journeyman Overtime Rate</u>	\$/HR	Unit Price (\$) _____
No. 5 <u>Laborer</u>	\$/HR	Unit Price (\$) _____

No. 6 <u>  Laborer Overtime Rate  </u>	\$/HR	Unit Price (\$) _____
No. 7 <u>  Operator  </u>	\$/HR	Unit Price (\$) _____
No. 8 <u>  Mobilization  </u>	\$/EA	Unit Price (\$) _____
No. 9 <u>  36" Storm  </u>	\$/LF	Unit Price (\$) _____
No. 10 <u>  30" Storm  </u>	\$/LF	Unit Price (\$) _____
No. 11 <u>  18" Storm  </u>	\$/LF	Unit Price (\$) _____
No. 12 <u>  24" Storm  </u>	\$/LF	Unit Price (\$) _____
No. 13 <u>  12" Storm  </u>	\$/LF	Unit Price (\$) _____

**ALTERNATES**

No. 1 Bond (If contract value meets or exceeds \$500,000 **OR** If submitting on multiple Trade Packages and the aggregate of the packages meets or exceeds \$500,000) \$ \_\_\_\_\_

**No. 2 Voluntary Alternates**

<u>Savings for Multiple Packages</u>	\$ _____
_____	\$ _____
_____	\$ _____

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in the Supplementary General Conditions Article 23. Applicable liquidated damages amount is also stated in the Supplementary General Conditions Article 23.

**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 Owner 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 20% 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 20% 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. If there is no MB participation, then enter none or zero on the form. Affidavit A **or** Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## **Proposal Signature Page**

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of \_\_\_\_\_

\_\_\_\_\_  
(Name of firm or corporation making bid)

WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)

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

Name: \_\_\_\_\_  
Print or type

Title \_\_\_\_\_  
(Owner/Partner/Pres./V.Pres)

Address \_\_\_\_\_

ATTEST:

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

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

License No. \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

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

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 5 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_ Addendum No. 7 \_\_\_\_\_





# FORM OF PROPOSAL

Residence Hall – Phase XII Early Site Package  
University of North Carolina at Charlotte  
SCO 11-09156-02B

Contract: \_\_\_\_\_  
Bidder: \_\_\_\_\_  
Date: \_\_\_\_\_

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The Bidder proposes and agrees if this proposal is accepted to contract with the

**Holder Construction Group, LLC.**

in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of

### 02C – Asphalt Paving

in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the **State of North Carolina**, and the

**University of North Carolina at Charlotte**

with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

\_\_\_\_\_  
Base Bid: \_\_\_\_\_ Dollars(\$)

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No. 4 <u>Mechanic/Journeyman Overtime Rate</u>	\$/HR	Unit Price (\$) _____

No. 5	<u>Laborer</u>	\$/HR	Unit Price (\$)	_____
No. 6	<u>Laborer Overtime Rate</u>	\$/HR	Unit Price (\$)	_____
No. 7	<u>Operator</u>	\$/HR	Unit Price (\$)	_____
No. 8	<u>Mobilization</u>	\$/EA	Unit Price (\$)	_____
No. 9	<u>Heavy Duty Asphalt</u>	\$/SY	Unit Price (\$)	_____
No. 10	<u>Light Duty Asphalt</u>	\$/SY	Unit Price (\$)	_____
No. 11	<u>Handicap Signage A</u>	\$/EA	Unit Price (\$)	_____
No. 12	<u>Handicap Signage B</u>	\$/EA	Unit Price (\$)	_____
No. 13	<u>Handicap Signage C</u>	\$/EA	Unit Price (\$)	_____
No. 14	<u>Handicap Signage D</u>	\$/EA	Unit Price (\$)	_____
No. 15	<u>Concrete Wheel Stops</u>	\$/EA	Unit Price (\$)	_____

**ALTERNATES**

No. 1 Bond (If contract value meets or exceeds \$500,000 **OR** If submitting on multiple Trade Packages and the aggregate of the packages meets or exceeds \$500,000) \$ \_\_\_\_\_

**No. 2 Voluntary Alternates**

<u>Savings for Multiple Packages</u>	\$ _____
_____	\$ _____
_____	\$ _____

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in the Supplementary General Conditions Article 23. Applicable liquidated damages amount is also stated in the Supplementary General Conditions Article 23.

**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 Owner 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 20% 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 20% 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. If there is no MB participation, then enter none or zero on the form. Affidavit A or Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of \_\_\_\_\_

\_\_\_\_\_  
(Name of firm or corporation making bid)

WITNESS:

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

Signature

\_\_\_\_\_  
(Proprietorship or Partnership)

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

Print or type

Title \_\_\_\_\_

(Owner/Partner/Pres./V.Pres)

Address \_\_\_\_\_

ATTEST:

\_\_\_\_\_

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

License No. \_\_\_\_\_

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

Federal I.D. No. \_\_\_\_\_

(Corp. Sec. or Asst. Sec. only)

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

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 5 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_ Addendum No. 7 \_\_\_\_\_



## FORM OF PROPOSAL

Residence Hall – Phase XII Early Site Package  
University of North Carolina at Charlotte  
SCO 11-09156-02B

Contract: \_\_\_\_\_  
Bidder: \_\_\_\_\_  
Date: \_\_\_\_\_

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 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 he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with the  
**Holder Construction Group, LLC.**

in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of

### 02D – Curb & Gutter

in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the **State of North Carolina**, and the

### University of North Carolina at Charlotte

with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

Base Bid: \_\_\_\_\_ Dollars(\$)

### UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

No. 1 <u>Foreman</u>	\$/HR	Unit Price (\$) _____
No. 2 <u>Foreman Overtime Rate</u>	\$/HR	Unit Price (\$) _____
No. 3 <u>Mechanic/Journeyman</u>	\$/HR	Unit Price (\$) _____
No. 4 <u>Mechanic/Journeyman Overtime Rate</u>	\$/HR	Unit Price (\$) _____
No. 5 <u>Laborer</u>	\$/HR	Unit Price (\$) _____

No. 6 <u>  Laborer Overtime Rate  </u>	\$/HR	Unit Price (\$)_____
No. 7 <u>  Operator  </u>	\$/HR	Unit Price (\$)_____
No. 8 <u>  Mobilization  </u>	\$/EA	Unit Price (\$)_____
No. 9 <u>  C.A.B.C. Stone  </u>	\$/Ton	Unit Price (\$)_____
No. 10 <u>  6" Vertical Curb  </u>	\$/LF	Unit Price (\$)_____
No. 11 <u>  8" Median Curb  </u>	\$/LF	Unit Price (\$)_____
No. 12 <u>  2'-6" Curb &amp; Gutter  </u>	\$/LF	Unit Price (\$)_____

**ALTERNATES**

No. 1 Bond (If contract value meets or exceeds \$500,000 **OR** If submitting on multiple Trade Packages and the aggregate of the packages meets or exceeds \$500,000) \$ \_\_\_\_\_

**No. 2 Voluntary Alternates**

<u>Savings for Multiple Packages</u>	\$ _____
_____	\$ _____
_____	\$ _____

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in the Supplementary General Conditions Article 23. Applicable liquidated damages amount is also stated in the Supplementary General Conditions Article 23.

**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 Owner 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 20% 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 20% 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. If there is no MB participation, then enter none or zero on the form. Affidavit A or Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of \_\_\_\_\_

\_\_\_\_\_  
(Name of firm or corporation making bid)

WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)

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

Name: \_\_\_\_\_  
Print or type

Title \_\_\_\_\_  
(Owner/Partner/Pres./V.Pres)

Address \_\_\_\_\_

ATTEST:

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

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

License No. \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

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

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 5 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_ Addendum No. 7 \_\_\_\_\_



# FORM OF PROPOSAL

Residence Hall – Phase XII Early Site Package  
University of North Carolina at Charlotte  
SCO 11-09156-02B

Contract: \_\_\_\_\_  
Bidder: \_\_\_\_\_  
Date: \_\_\_\_\_

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 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 he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with the

**Holder Construction Group, LLC.**

in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of

### 02E - Demolition

in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the **State of North Carolina**, and the

**University of North Carolina at Charlotte**

with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

\_\_\_\_\_  
Base Bid: \_\_\_\_\_ Dollars(\$)

### UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

No. 1 <u>Foreman</u>	\$/HR	Unit Price (\$) _____
No. 2 <u>Foreman Overtime Rate</u>	\$/HR	Unit Price (\$) _____
No. 3 <u>Mechanic/Journeyman</u>	\$/HR	Unit Price (\$) _____
No. 4 <u>Mechanic/Journeyman Overtime Rate</u>	\$/HR	Unit Price (\$) _____

No. 5	<u>  Laborer  </u>	\$/HR	Unit Price (\$) _____
No. 6	<u>  Laborer Overtime Rate  </u>	\$/HR	Unit Price (\$) _____
No. 7	<u>  Operator  </u>	\$/HR	Unit Price (\$) _____
No. 8	<u>  Mobilization  </u>	\$/EA	Unit Price (\$) _____

**ALTERNATES**

No. 1 Bond (If contract value meets or exceeds \$500,000 **OR** If submitting on multiple Trade Packages and the aggregate of the packages meets or exceeds \$500,000) \$ \_\_\_\_\_

**No. 2 Voluntary Alternates**

<u>Savings for Multiple Packages</u>	\$ _____
_____	\$ _____
_____	\$ _____

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in the Supplementary General Conditions Article 23. Applicable liquidated damages amount is also stated in the Supplementary General Conditions Article 23.

**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 Owner 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 20% 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 20% 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. If there is no MB participation, then enter none or zero on the form. Affidavit A or Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

**Proposal Signature Page**



The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of \_\_\_\_\_

\_\_\_\_\_  
(Name of firm or corporation making bid)

WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)

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

Name: \_\_\_\_\_  
Print or type

Title \_\_\_\_\_  
(Owner/Partner/Pres./V.Pres)

Address \_\_\_\_\_

ATTEST:

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

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

License No. \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

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

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 5 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_ Addendum No. 7 \_\_\_\_\_



# FORM OF PROPOSAL

Residence Hall – Phase XII Early Site Package  
University of North Carolina at Charlotte  
SCO 11-09156-02B

Contract: \_\_\_\_\_  
Bidder: \_\_\_\_\_  
Date: \_\_\_\_\_

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 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 he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with the

**Holder Construction Group, LLC.**

in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of

### 03A – Site Concrete

in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the **State of North Carolina**, and the

**University of North Carolina at Charlotte**

with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

Base Bid: \_\_\_\_\_ Dollars(\$)

### UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

No. 1 <u>Foreman</u>	\$/HR	Unit Price (\$) _____
No. 2 <u>Foreman Overtime Rate</u>	\$/HR	Unit Price (\$) _____
No. 3 <u>Mechanic/Journeyman</u>	\$/HR	Unit Price (\$) _____

No. 4	<u>Mechanic/Journeyman Overtime Rate</u>	\$/HR	Unit Price (\$) _____
No. 5	<u>Laborer</u>	\$/HR	Unit Price (\$) _____
No. 6	<u>Laborer Overtime Rate</u>	\$/HR	Unit Price (\$) _____
No. 7	<u>Operator</u>	\$/HR	Unit Price (\$) _____
No. 8	<u>Mobilization</u>	\$/EA	Unit Price (\$) _____
No. 8	<u>Concrete Sidewalks</u>	\$/LF	Unit Price (\$) _____
No. 8	<u>Resteel Material</u>	\$/Ton	Unit Price (\$) _____
No. 8	<u>Welded-Wire Fabric</u>	\$/SF	Unit Price (\$) _____
No. 8	<u>3600 psi Concrete</u>	\$/CY	Unit Price (\$) _____

**ALTERNATES**

No. 1 Bond (If contract value meets or exceeds \$500,000 **OR** If submitting on multiple Trade Packages and the aggregate of the packages meets or exceeds \$500,000) \$ \_\_\_\_\_

**No. 2 Voluntary Alternates**

<u>Savings for Multiple Packages</u>	\$ _____
_____	\$ _____
_____	\$ _____

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in the Supplementary General Conditions Article 23. Applicable liquidated damages amount is also stated in the Supplementary General Conditions Article 23.

**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 Owner 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 20% 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 20% 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. If there is no MB participation, then enter none or zero on the form. Affidavit A or Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of \_\_\_\_\_

\_\_\_\_\_  
(Name of firm or corporation making bid)

WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)

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

Name: \_\_\_\_\_  
Print or type

Title \_\_\_\_\_  
(Owner/Partner/Pres./V.Pres)

Address \_\_\_\_\_

ATTEST:

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

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

License No. \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

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

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 5 \_\_\_\_\_  
Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_ Addendum No. 7 \_\_\_\_\_



## FORM OF PROPOSAL

Residence Hall – Phase XII Early Site Package  
University of North Carolina at Charlotte  
SCO 11-09156-02B

Contract: \_\_\_\_\_  
Bidder: \_\_\_\_\_  
Date: \_\_\_\_\_

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 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 he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with the  
**Holder Construction Group, LLC.**

in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of

### 16A – Site Electrical

in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the **State of North Carolina**, and the

### University of North Carolina at Charlotte

with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

\_\_\_\_\_  
Base Bid: \_\_\_\_\_ Dollars(\$)

### ALTERNATES

No. 1 Include Furnish & Install of ductbank for future phase as shown on E1.02 (\$)

### UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

No. 1 <u>Foreman</u>	\$/HR	Unit Price (\$)
No. 2 <u>Foreman Overtime Rate</u>	\$/HR	Unit Price (\$)
No. 3 <u>Mechanic/Journeyman</u>	\$/HR	Unit Price (\$)

No. 4	<u>Mechanic/Journeyman Overtime Rate</u>	\$/HR	Unit Price (\$) _____
No. 5	<u>Laborer</u>	\$/HR	Unit Price (\$) _____
No. 6	<u>Laborer Overtime Rate</u>	\$/HR	Unit Price (\$) _____
No. 7	<u>Operator</u>	\$/HR	Unit Price (\$) _____
No. 8	<u>Mobilization</u>	\$/EA	Unit Price (\$) _____
No. 9	<u>3000 psi Concrete Mix</u>	\$/CY	Unit Price (\$) _____
No. 10	<u>Flowable Fill Slurry</u>	\$/CY	Unit Price (\$) _____
No. 11	<u>Sb Fixture</u>	\$/EA	Unit Price (\$) _____
No. 12	<u>Se Fixture</u>	\$/EA	Unit Price (\$) _____

**ALTERNATES**

No. 1 Bond (If contract value meets or exceeds \$500,000 **OR** If submitting on multiple Trade Packages and the aggregate of the packages meets or exceeds \$500,000) \$ \_\_\_\_\_

No. 2 Voluntary Alternates

_____	\$ _____
_____	\$ _____
_____	\$ _____

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in the Supplementary General Conditions Article 23. Applicable liquidated damages amount is also stated in the Supplementary General Conditions Article 23.

**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 Owner 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 20% 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 20% 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. If there is no MB participation, then enter none or zero on the form. Affidavit A **or** Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## **Proposal Signature Page**

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of \_\_\_\_\_

\_\_\_\_\_  
(Name of firm or corporation making bid)

WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)

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

Name: \_\_\_\_\_  
Print or type

Title \_\_\_\_\_  
(Owner/Partner/Pres./V.Pres)

Address \_\_\_\_\_

ATTEST:

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

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

License No. \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

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

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 5 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_ Addendum No. 7 \_\_\_\_\_

**INSTRUCTIONS TO TRADE  
CONTRACTORS/SUPPLIERS**



## Instructions to Trade Contractors / Suppliers

### 1. Receipt of Proposals

- 1.01 Proposals shall be submitted on the date and at the location as indicated on the “Project Information Sheet”.
- 1.02 Contractor may elect to conduct scope meetings with Trade Contractor(s) / Supplier(s) to verify qualifications, scope, schedule, logistics, and general conformance to the Contract Documents/project requirements.
- 1.03 The Proposal shall be based on the “Project Information Sheet”, Bid Manual documents, scope checklist, form of proposal project specifications and drawings, including any subsequent information issued at date proposals are requested. Proposals shall include a completed, signed and dated scope checklist and the Trade Contractor’s standard proposal letter.
- 1.04 Complete sets of project plans and specifications shall be used in preparing Proposals. Neither Owner, Contractor nor Architect assumes any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of bidding documents. In all cases of inconsistencies, this Trade Contractor / Supplier will make allowances for the more stringent requirements.
- 1.05 Clarifications or interpretations of the documents must go through Contractor representative as listed on the Project Information Sheet.
- 1.06 The successful Candidate will enter into a contract with Holder Construction Company. Subcontract/Purchase Order forms and Exhibits are contained within this Bid Manual Package. As part of our scope review and preconstruction process, we are submitting this Subcontract/Purchase Order for your review. The successful Candidate must acknowledge acceptance of the subcontract and must agree (in writing) to sign same prior to finalizing award. We request you review it and, as part of your Proposal, state in writing if any portion of it would prevent you from signing the complete agreement. All objections must be stated specifically and in writing as part of your Proposal. Otherwise, it will be understood that signing this Subcontract/Purchase Order without modification is agreed to by both parties. You are hereby informed that all further communication on the part of Holder Construction Company with regard to any negotiations, offers, or acceptance for subcontracted work, will be made with the understanding that the Holder Construction Company Subcontract/Purchase Order will be the basis of agreement.
- 1.07 **The submission of Voluntary Alternates is encouraged.** The Base Bid will include only the work shown on the project documents and will not include the work of any voluntary alternates. However, acceptable alternates may be considered in the selection process.

# **SCHEDULE NARRATIVE**

## **Schedule Narrative**

1. The required overall construction for the entire project is **455 Days**. The anticipated start for construction is **4/1/2013** with a substantial completion date of **6/30/2014**. A more definitive schedule will be developed through a series of schedule meetings, which will be held at the start of the project, and furnished at a later date. Regular updates will be made to the schedule at the weekly schedule/project meetings, which will be attended by all trade contractors. Trade contractors will be expected to provide schedule input on an ongoing basis.
2. It is agreed that time is of the essence for the completion of work and that each trade contractor agrees to perform the work within the time and manner specified.
3. For proposal purposes, trade contractors are to include an anticipated duration for their scope of work on their proposal. Proposed schedule durations will be a factor in evaluating the final award.

**HOLDER CONSTRUCTION  
SUBCONTRACT AGREEMENT**

# HOLDER CONSTRUCTION GROUP, LLC

SUBCONTRACT AGREEMENT NO \_\_\_\_\_

THIS AGREEMENT made, under seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, whose principal office is at \_\_\_\_\_, (hereinafter called "Subcontractor"), and Holder Construction Group, LLC, whose principal office is at 3333 Riverwood Parkway, Suite 400, Atlanta, Georgia 30339, (hereinafter called "Contractor").

**WITNESSETH:** That Subcontractor and Contractor, for the consideration hereinafter named, agree as follows:

1. Subcontractor shall perform, furnish and pay for all materials, labor, services, supplies, scaffolding, equipment, tools, appliances, and everything necessary for completion and functional installation of \_\_\_\_\_ as

further described in EXHIBIT ONE, General Scope of Work, a copy of which is attached and made a part of this Subcontract, for \_\_\_\_\_,

(hereinafter called "Project"), for Contract between Owner and Contractor (hereinafter called "Owner Contract"), the General Conditions of said Contract and any Supplemental Conditions, Modifications, Drawings, Specifications, and any other documents referenced in the Owner Contract, some of which have been prepared by \_\_\_\_\_, (hereinafter called "Architect"), all of which, General Conditions,

Drawings, Specifications, and any other documents referenced in the Owner Contract (hereinafter called "Contract Documents"), form a part of the Contract between Owner and Contractor, dated To Be Determined, and

are hereby incorporated into this Subcontract by reference. Subcontractor agrees to be bound by all of the terms and conditions of the Contract between Owner and Contractor, and the Contract Documents thereof, and to assume towards Contractor all of the obligations and the responsibilities that Contractor by those instruments assumes towards Owner.

This Subcontract is subject to the approval of Subcontractor by Architect and Owner. Subcontractor agrees that all provisions of this Subcontract and the Owner Contract will likewise be incorporated in its sub-tier subcontract and purchase order agreements with Subcontractor's vendors, suppliers and sub-subcontractors.

All work performed under this Subcontract shall be completed in conformance with all federal, state, city, county, and local ordinances and authorities; all requirements of federal, state, city, county and local building codes which are applicable to the work; local sanitary laws, rules and regulations; and all orders and interpretations of such ordinances, requirements, laws, rules and regulations by governing public authorities, regardless of whether such ordinances, codes, requirements, laws, rules and regulations are set forth herein, in the Contract between Owner and Contractor, or the Contract Documents thereof. Subcontractor shall furnish without any extra charge any additional materials and labor (1) which may be required to comply with such codes, ordinances, requirements, laws, rules and regulations, or (2) which are not specifically included in this Subcontract or the Contract Documents but are reasonably inferable therefrom and are necessary for the proper completion of the work.

## 2. ASSIGNMENT/SUB-LETTING:

Subcontractor shall not let, assign the proceeds, subcontract, piecemeal, or otherwise transfer this Subcontract or any part thereof, or any interest therein, without the written consent of Contractor. Subcontractor agrees not to transfer actual or beneficial control of the company without written consent of the Contractor. Failure to seek the consent and approval of the Contractor may result in default of this Subcontract. At the option of Owner or Contractor, this Subcontract, and/or any sub-tier subcontract/purchase order, may be assigned to the Owner or to any person who undertakes to perform for the Owner any obligations of the Contractor under its agreement with the Owner. Each sub-tier agreement under this Subcontract is assignable to the Contractor provided that assignment is effective only after termination of the Subcontract upon notice by the Contractor. The Subcontractor agrees to execute such additional documents as the Contractor may request to confirm such assignments. The Subcontractor shall provide the Contractor with a copy of each sub-tier agreement upon request.

## 3. SUBCONTRACT SUM:

Contractor agrees to pay Subcontractor for the performance of its work the sum (hereinafter called "Subcontract Sum"), of

Dollars (\$ \_\_\_\_\_). Payment to Contractor by Owner for the work performed by Subcontractor shall be a condition precedent to Contractor's obligation to pay Subcontractor. Subcontractor understands that it bears the risk of the Owner's refusal or failure to pay the Contractor for the Subcontractor's work. Under no circumstances shall Contractor be obligated or required to advance or make payments to Subcontractor until the funds have been advanced or paid by Owner to the Contractor for the work performed by Subcontractor. Subcontractor understands and agrees that Contractor shall not be obligated to pay Subcontractor if the funds are not received from Owner, and that payment shall be made to Subcontractor only from funds received by Contractor from Owner. No payment to Subcontractor shall operate as an approval of Subcontractor's work or material or any part thereof.

Subcontractor represents, warrants and acknowledges that it has thoroughly reviewed and approved the Subcontract Sum in view of the work to be performed under this Subcontract, and Subcontractor recognizes that Contractor has and/or will act in reliance on the Subcontract Sum in entering into contractual agreements with Owner and/or other subcontractors. Subcontractor agrees that no modification or termination of this Subcontract or the Subcontract Sum shall be made due to any error or omission on the part of Subcontractor with respect to the Subcontract Sum specified herein.

The Subcontract Sum shall be increased or decreased under those circumstances only where the Scope of the Work as described in EXHIBIT ONE has increased or decreased. The increase or decrease shall be added to or subtracted from the original Subcontract Sum and EXHIBIT ONE, General Scope of the Work, only in the form of a written Subcontract

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Change Order. All Subcontract Change Orders issued under this Subcontract shall be subject to all of the terms of this Subcontract and the Contract Documents.

## 4. PAYMENT AGREEMENT:

Contractor agrees to pay Subcontractor on a progress payment basis for the value of labor and materials incorporated by Subcontractor in the work and of materials on-site and off-site in a manner acceptable to Contractor and Owner, less 10 % retainage on the cumulative cost of the work-to-date, less the aggregate or previous payments.

Subcontractor shall make payments promptly to its sub-subcontractors, laborers and materialmen for material and labor used in the performance of said work.

For projects in Georgia, the parties agree that the terms stated herein supersede the provisions of O.C.G.A. § 13-11-1, et. Seq.

Subject to the other conditions of this Subcontract, Contractor agrees to payments of the Subcontract Sum after the following criteria has been met:

### PROGRESS PAYMENTS:

- A. Payment has been made with respect thereto by Owner to Contractor.
- B. Receipt from Subcontractor of an executed and notarized Request for Payment form, EXHIBIT A.
- C. Satisfactory progress by the Subcontractor in achieving mutually agreed upon schedule commitment.
- D. Fully executed Subcontract.
- E. Current Certificate of Insurance, as required.
- F. Executed Payment and Performance Bonds, as required.
- G. Other documentation as required by the Contract Documents.

### FINAL PAYMENT:

Provided that Contractor has received final payment from Owner, documentation and other conditions precedent that may, at Contractor's sole option, be required before Final Payment of the Subcontract Sum to Subcontractor includes the following, in addition to those conditions precedent set forth elsewhere in this Subcontract:

- (1) Final Completion of all of Subcontractor's work.
- (2) Final Acceptance of Subcontractor's work by Owner.
- (3) Receipt from Subcontractor of an executed Final Affidavit and Waiver of Lien form, EXHIBIT B.
- (4) Subcontractor's furnishing to Contractor such other evidence as Contractor may reasonably require to evidence that all labor and materials accounts incurred by Subcontractor in connection with its work has been paid in full.
- (5) Completion of Owner's, Architect's, and Contractor's punch lists.
- (6) As-built drawings as required by Contract Documents.
- (7) Equipment manuals as required by Contract Documents.
- (8) Warranty forms as required by Contract Documents.
- (9) Supplier lien releases, if required.
- (10) Sub-subcontractor lien releases, if required.
- (11) Execution of all outstanding Change Orders.

Subcontractor shall submit to Contractor, within thirty (30) days after the execution of this Subcontract and fifteen (15) days before the first application for payment hereunder is due, a correct breakdown, in a format as specified by Contractor, showing the estimated cost of each part of the work covered by this Subcontract, the total of which shall equal the Subcontract Sum, and such breakdown, when approved by Contractor and Architect or Owner, shall be used as a basis for preparing and checking periodical estimates for partial payments. The approval by Contractor and Architect or Owner of such breakdown shall in no way preclude Contractor and/or Architect or Owner from requiring Subcontractor to submit a revised breakdown if a previously-approved breakdown proves, in the opinion of Contractor or Architect or Owner, to be inaccurate. Subcontractor's invoice, complete with sufficient breakdown data to permit checking and approval, shall be delivered by Subcontractor to Contractor not later than the \_\_\_\_\_ day of any month during which Subcontractor has performed work or furnished materials to the project, for which Subcontractor requests payment.

Subcontractor shall not make or cause to be made any contract for materials or equipment of any kind or nature whatsoever to be used in connection with the Work on a conditional sales or any other basis whereby the title to the equipment or materials does not pass to the Owner upon payment by the Owner for incorporation in the Project, free and clear of any lien, financing arrangement, or other impediment to title. The covenants of this Paragraph are separate, distinct and independent covenants and no default by the Contractor under the terms of this Subcontract shall relieve or release Subcontractor of and from the covenants set forth in this Paragraph.

Subcontractor shall be deemed to waive all rights to submit any claim for any cost not requested in the final Request for Payment, and shall be deemed to waive all rights to submit any claim for any cost for which proper documentation was not retained or does not exist.

## 5. PAYMENT WITHHELD:

Payments due to Subcontractor may be withheld by Contractor on account of unexecuted subcontract, defective work not remedied, claims filed, reasonable evidence indicating probability of filing claims, failure of Subcontractor to make payments properly to its sub-subcontractors or for material or labor, the reasonable belief of Contractor that the unfinished work to be performed under this Subcontract cannot be completed for the balance then unpaid or the reasonable belief that the unfinished work to be performed under this Subcontract cannot be completed within the remaining scheduled time. If any of the foregoing said causes are not removed, if Subcontractor at any time shall refuse or neglect to supply adequate and competent supervision or a sufficiency of properly skilled workmen or materials of the proper quality or

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quantity necessary for the performance of the work hereunder, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform or to adhere to any agreement on its part herein contained. Contractor shall have the option, after forty-eight (48) hours' written notice to Subcontractor, to pay such claims and/or provide for such labor or materials and to deduct the cost thereof, including reasonable attorneys' fees and costs, from any money due or thereafter to become due by Contractor to Subcontractor. In addition to the foregoing rights and remedies, Contractor shall have the option to terminate the employment of Subcontractor under this Subcontract (as more fully described in Article 20) and to enter upon the premises and take possession of all materials or appliances, of any kind whatsoever, thereon and to employ any other person or persons to finish the work and to provide the materials therefore. In case of such termination of the employment of Subcontractor, Subcontractor shall not be entitled to receive any payment under this Subcontract which might be due, until the said work shall be finished and payment in full therefore shall be made by Owner to Contractor, at which time, if the unpaid balance of the amount to be paid under this Subcontract shall exceed the expenses incurred by Contractor in finishing Subcontractor's work, such excess shall be paid by Contractor to Subcontractor; but, if such expenses shall exceed such unpaid balance, Subcontractor shall pay the difference to Contractor. Subcontractor's right to payment under this paragraph shall also be subject to those conditions for payment set forth in this Subcontract. If Subcontractor shall at any time prior or subsequent to the execution of this Subcontract, have entered into another Subcontract with Contractor and if there exists any default or threatened default by Subcontractor in its performance of this Subcontract, then Contractor shall have the right to withhold any and all the monies due to become due to Subcontractor under such other subcontracts.

## 6. SCHEDULE:

Subcontractor agrees to commence the work when directed by Contractor and to perform such work diligently and continuously within the timetable specified by Contractor. If Subcontractor does not or cannot adhere to the timetable defined in the Project schedule, Subcontractor shall be obligated at direction of Contractor, to furnish sufficient manpower and equipment and/or work overtime as required to bring Subcontractor's work into adherence with the project schedule. Such recovery efforts shall be at the expense of the Subcontractor and Subcontractor shall not be entitled to an increase or other adjustment in the Subcontract Sum. Furthermore, in the event of one or more lost work days during a normal work week due to inclement weather or other uncontrollable circumstances, Subcontractor shall be required to work on Saturday, if deemed necessary by Contractor, as a make-up day with no increase in the Subcontract Sum. It is agreed that Contractor may revise the project schedule as required to achieve the date of substantial completion or final completion as outlined in the Contract Documents. Subcontractor shall not be entitled to an increase or other adjustment in the Subcontract Sum as a result of said project schedule revisions. All schedule float time belongs to Contractor.

Time is of the essence of this Subcontract and any breach of same shall go to the essence hereof, and Subcontractor, in agreeing to complete the work within the time herein mentioned, has taken into consideration and made allowances for all construction hindrances and delays incident to its work. If Subcontractor's performance of the work is delayed, hindered or interfered with, for any reason and for any period of time, by the acts or omissions of Owner, Contractor, or other subcontractors, or for any other reason whatsoever, whether or not foreseen or contemplated by the parties, Subcontractor may request an extension of time for performance of the work, but shall not be entitled to any increase in the Subcontract Sum or to damages of any sort or to additional compensation as a consequence of such delays, hindrances or interference, except to the extent that Contractor is entitled to compensation for such delays, hindrances or interference from the Owner, and then only to the extent of any amounts that Contractor, on behalf of Subcontractor, actually receives from Owner for such delays, hindrances or interference.

Subcontractor acknowledges that the Contractor reserves the right to contact any and all of Subcontractor's suppliers, vendors, and sub-subcontractors to inquire and to assist with the status and delivery of any material to be used on the project. Contractor reserves the right to assist and to expedite materials directly with the manufacturer or supplier. Contractor also reserves the right to inquire about Subcontractor's payments to the suppliers or sub-subcontractors. In no way shall rights reserved by the Contractor hereunder relieve the Subcontractor from its sole responsibility of procuring material in a timely fashion and performing the work in accordance with the project schedule or any of its other duties, obligations or responsibilities under this Subcontract.

## 7. JOB COORDINATION:

Subcontractor acknowledges that the work to be performed under this Subcontract will take place amidst and in the vicinity of work to be performed by Owner, Contractor and other subcontractors, and Subcontractor agrees to coordinate the work, under this Subcontract, with other work being performed on the Project by other trades, so that Contractor shall not be delayed, impeded or inconvenienced by any act or omission of Subcontractor in completion of the Project within the timetable specified in the Owner Contract. Subcontractor understands that the Contractor reserves the right to conduct project meetings, including pre-construction, as needed through the course of the Project, and Subcontractor agrees to attend all such project meetings as directed by the Contractor with individuals authorized to provide reliable information and make commitments with regard to manpower and compliance with the timetable specified by the Contractor.

It is specifically agreed and understood that this Subcontractor shall coordinate all work as necessary with all interrelated trades, as well as other subcontractors involved with this Project, to ensure all items of work included in this Subcontract are completed in accordance with the Contract Documents and the Project schedule. Sequencing of the work in the field shall be at the contractor's sole option. This subcontractor shall repair or shall pay the reasonable cost of repair for any work previously installed that is damaged by this subcontractor's operations.

Prior to commencing any active work, Subcontractor shall inspect all portions of the Project to determine whether they are suitable to receive Subcontractor's work. Subcontractor shall notify Contractor in writing of any objections to the condition of the Project, prior to commencement of Subcontractor's work. Subcontractor's commencing work shall constitute

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acceptance by Subcontractor of the Project as being suitable and of satisfactory condition to receive Subcontractor's work.

The Subcontractor shall carefully review and give notice to the Contractor of any errors, inconsistencies or omissions it may discover in the Contract Documents prior to or subsequent to the entry of this Contract, and shall be liable for any damages resulting from said errors, inconsistencies or omissions if it recognizes same or should have recognized same in the course of a careful review and performs a construction activity without providing advanced notice to the Contractor.

## 8. CHANGES IN THE WORK:

No alterations shall be made in the work as shown or described in the Contract Documents, as modified by applicable codes, ordinances, requirements, laws, rules and regulations as set forth in this Subcontract hereof, except on the written authorization of Contractor, and when so made, the value of the work or materials added or omitted and any extension or deduction from the time of completion necessitated thereby shall be computed and proposed by Subcontractor, subject to the written approval and acceptance by Contractor, and the amount after determination by the Contractor shall be added to (if Subcontractor has not previously agreed to perform the additional work under the terms of this Subcontract) or deducted from the Subcontract Sum and time of completion. Any such change in the Subcontract Sum may be determined by the Contractor at its sole option in one of the following manners:

- A. By mutual agreement of a lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Contractor.
- B. By unit price stated in this Subcontract or as subsequently agreed upon.
- C. On the basis of the reasonable cost to Subcontractor of such work. Subcontractor shall keep and present in such form as Contractor may request an itemized accounting, together with supporting information, of the costs of such work.
- D. As may be required in the Owner Contract.

In no event shall Subcontractor's overhead and profit exceed See Exhibit G % of the cost of such work (Cost of the Work x See Exhibit G % = overhead and profit). Subject to the other conditions of this Subcontract, Subcontractor shall have no claim for the cost of additional work or for an extension of time (including, without limitation, claims for impact damages or for costs due to delay) unless such work and the cost and expenses thereof or time is stated on the face of a written change order and approved and accepted by Contractor on such written Subcontract Change Order. Any attempted reservation by Subcontractor of the right to claim subsequently any amount or extension of time which amount or extension of time is not quantified and stated on the face of a written change order approved and accepted by Contractor shall be null and void. All change orders issued under this Subcontract shall be subject to all of the terms of this Subcontract and the Owner Contract.

It is the responsibility of the Subcontractor to review revised Contract Documents and respond in writing within five (5) working days, unless an earlier time period is required by Contract Documents, after receipt of said documents concerning changes in the scope of work, if any, as well as the corresponding pricing. Failure to respond to revised documents issued to the Subcontractor, in accordance with the conditions set forth herein, will constitute a waiver of any right of Subcontractor to request an adjustment to either the Subcontract Sum or Project timetable.

## 9. INDEMNIFICATION:

A. Indemnification: To induce Contractor to enter into this Subcontract and for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subcontractor, Subcontractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless (using counsel acceptable to the indemnitee) Contractor, Owner, and their respective officers, directors, employees and agents, and any other party required to be indemnified by the Owner Contract, from and against any claims, demands, suits by any person or persons, losses, damages and expenses (including but not limited to reasonable attorneys' fees and court costs), arising out of or resulting from the execution of the work provided in this Subcontract or occurring in connection therewith (including Subcontractor's failure to comply with the terms of this Subcontract), including without limitation the negligent acts or omissions of Subcontractor or anyone for whose actions Subcontractor may be liable, regardless of whether such claim, demand, suit, loss, damage or expense may be caused in part by the negligence of a party indemnified hereunder, but shall not include indemnity of an indemnified party for indemnitees' sole negligence or for any matters for which indemnity is prohibited by applicable law. Subcontractor shall maintain insurance to cover its indemnity obligations hereunder.

B. No Limitation: The indemnification obligation under this paragraph 9 shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## 10. INSURANCE:

A. Project Insurance: Subcontractor shall maintain at its own cost such insurance as will protect it from claims under Public Liability, Property Damage, Contractual Liability, Completed Operations (for a period of one (1) year from the Date of Substantial Completion of the Project or for such longer period as may be required by the Contract Documents) and such other insurance in such amounts and for such coverages as outlined, attached, and incorporated as part of this Subcontract agreement as EXHIBIT C. Prior to commencing work, Subcontractor shall have its insurance company or companies, which are acceptable to Contractor, execute the Certificate of Insurance form and file a copy of the same with Contractor. Upon request, Subcontractor shall provide to Contractor copies of all insurance policies, endorsements, and/or exclusions to such policies related to the insurance coverages required under this Subcontract. Should Subcontractor fail or neglect to provide the required insurance, Contractor shall have the right, but not the duty, to provide said insurance and deduct from any money that may be due or become due to Subcontractor any and all premiums paid by said Contractor for and on account of such insurance.



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B. Workmen's Compensation: Subcontractor shall maintain at its own cost such insurance as will protect it from claims under the Workman's Compensation Law of the state in which the work is being performed. Subcontractor will supply a Certificate of Insurance to Contractor showing coverage. Subcontractor shall be responsible for legislated increases in such insurance which may take effect during the life of this Subcontract.

C. Builder's Risk: Builder's Risk insurance may be provided by the Owner or Contractor covering all materials, equipment, machinery and supplies of the insured, or for which the insured shall be liable or shall have assumed liability that becomes a permanent part of the structure or project. It is the responsibility of each Subcontractor to furnish its own coverage for shanties, scaffolding, staging towers, supplies, tools and any other owned/rented equipment not to become part of the structure. Whether or not a loss is reimbursable by builder's risk insurance, each Subcontractor hereby acknowledges its obligation for any loss to its work and will be responsible for the deductible amount under this policy. Subcontractor assumes the responsibility to purchase any additional or gap builder's risk insurance it may deem necessary to protect its interest.

D. All insurance policies except worker's compensation shall name Contractor and Owner as additional insured. All insurance policies shall (a) include a waiver of subrogation provision in favor of Contractor and Owner, (b) be primary and Contractor's insurance non-contributory, (c) provide a 30-day advanced written notice of Cancellation or Material Change and (d) shall be on a standard ACORD form. It is the Subcontractor's and its insurance consultants responsibility to review the Subcontractor's insurance policies referred to on the ACORD form for conformance to the Subcontract Insurance requirements noted herein, and that there are no exclusions, deviations or limitations on such policies that would alter or limit insurance coverages required under the Subcontract. Any deviations of insurance policy coverages from required coverages or from the representations on the ACORD insurance certificate, shall not relieve Subcontractor from responsibility under this Subcontract.

## 11. TAXES:

Subcontractor will pay all social security and other taxes imposed upon it as an employer in connection with the performance of this Subcontract, and shall furnish evidence, when required by Contractor, showing that all such payments required to be made have been paid. Subcontractor shall pay all applicable health and welfare charges, local, state and federal taxes (including sales and use taxes) and union fees in connection with its work.

Subcontractor shall be responsible for legislated increase in such taxes which may take effect during the life of this Subcontract.

## 12. LIENS:

Subcontractor shall save and keep the Project and the site upon which it is situated free from all mechanic's liens and all other liens or encumbrances by reason of its work or any materials or other things used by or provided to Subcontractor. If Subcontractor fails to remove such lien(s) by bonding or otherwise or if Subcontractor files a lien against the Project referred to in this Subcontract or the site upon which it is situated, prior to the time when the amount claimed is payable to Subcontractor by Contractor under the terms of the Subcontract, Contractor may retain sufficient funds, out of any money due or thereafter to become due by Contractor to Subcontractor, to pay the same and to pay all costs incurred by reason thereof, including reasonable attorneys' fees and the cost of any lien bonds that Contractor may elect to obtain to discharge said lien. Contractor may also discharge any such liens from any funds which are or which become due to Subcontractor and which are at any time in possession of Contractor.

## 13. SAFETY:

A. Project Safety: Subcontractor shall design and submit to the Contractor a specific safety program for the Work. Subcontractor shall maintain its own safety program which shall in all cases meet all applicable federal, state and/or local safety related laws and regulations. Subcontractor shall submit this program for review within ten (10) days of the execution of this Subcontract or ten (10) days before mobilizing on the Project, whichever occurs first. Contractor may issue directives to Subcontractor with respect to a safety compliance issue and may require Subcontractor to respond promptly to each directive. Subcontractor's failure to correct the issue, in a prompt manner, authorizes Contractor, at its sole option, to take whatever steps it deems to be necessary to address said issue in order to provide a safe work site for all concerned parties. Any costs, including reasonable attorneys' fees and costs, incurred by Contractor because of any such issue shall be the responsibility of Subcontractor. Should Subcontractor not have a written Loss Control Program, it agrees to abide by any Loss Control Program imposed by Contractor. Notwithstanding any safety measures established by Subcontractor, it shall without limitation, comply with Contractor's Standard Accident Prevention Program for Subcontractors, attached hereto as EXHIBIT D, all safety obligation imposed by the General Conditions, the Underground Gas Pipe Law, The High Voltage Act, The Occupational Safety and Health Act of 1970 and The Construction Safety Act of 1969 A and the regulations issued pursuant to those Acts.

Subcontractor agrees to attend the Contractor's Toolbox Meetings or to hold its own ToolBox Meetings weekly. Subcontractor agrees to submit a copy of the minutes from such meetings to the Contractor.

B. Hazard Communication: Subcontractor shall be responsible for implementing and maintaining a Hazard Communication Program as required by law. This includes, but is not limited to, providing Material Safety Data Sheets (MSDS's) to the Contractor on any hazardous chemicals or materials on the Project Site. Subcontractor shall submit this program for review within ten (10) days of the execution of this Subcontract or ten (10) days before mobilizing on the Project, whichever occurs first. This Subcontractor is responsible for any chemicals, which will be used by the Subcontractor, that enter the project site.

C. Substance Abuse: Subcontractor agrees to be responsible for implementing and maintaining an effective Substance Abuse Program. Subcontractor shall submit this program for review within ten (10) days of the execution of this Subcontract or ten (10) days before mobilizing on the project, whichever occurs first. Should Subcontractor not have

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a written Substance Abuse Program, it agrees to abide by the minimum standards stated in the Holder Construction Group, LLC Subcontractors' Substance Abuse and Drug/Alcohol Testing Policy, attached hereto as Exhibit F. Any costs, including reasonable attorney's fees and costs, incurred in the adoption, implementation or administration of the Subcontractor's Substance Abuse Program shall be the responsibility of the Subcontractor.

## 14. FINES:

Subcontractor shall pay all fines imposed against Subcontractor, Owner or Contractor by any governmental agency having jurisdiction over the work attributable to any act or omission of Subcontractor.

## 15. CLEANUP:

Subcontractor shall maintain a clean and safe work area by removing on a daily basis all trash and debris either resulting from Subcontractor's work or caused by its employees. All trash such as cartons, boxes, pallets, etc. shall be broken down to their least dimension and placed in an on-site dumpster or other such on-site location as designated by the Contractor. This Subcontractor will be responsible for removing such trash and debris from the work area with their own trash buggies or carts. Subcontractor will provide a sufficient number of trash buggies and any other cleaning equipment such as brooms or vacuum cleaners. Subcontractor will leave the building and premises clean insofar as the work performed under this Subcontract is concerned. If a composite crew is utilized by the Contractor, Subcontractor agrees to provide personnel and participate in a composite cleanup crew supervised by the Contractor as required. If, after twenty-four (24) hours written notice by Contractor's representative to Subcontractor's representative at the site of the work, Subcontractor has not diligently proceeded with the cleanup as outlined in this paragraph, then Contractor has the right to proceed with the cleanup work at Subcontractor's cost and expense.

## 16. SUBMITTALS:

Subcontractor shall submit to Contractor, within fifteen (15) days after receipt of this Subcontract, a schedule for complete shop drawings, data, catalogue cuts, and/or samples as required by the Contract Documents. Subcontractor must inform Contractor, in writing, of any requested deviations in the shop drawings and samples from the requirements of the Owner Contract and the Contract Documents thereof.

Subcontractor agrees to submit shop drawings, data catalogue cuts and/or samples in strict accordance with the Contract Documents on a timely basis or as required by Contractor to meet the overall Project schedule.

Substitutions, if allowed by Contract Documents, must be submitted for consideration by the Architect, Contractor and Owner within thirty (30) days of award of this Subcontract, unless otherwise specified by the Contract Documents.

## 17. LAYOUT ENGINEERING:

Subcontractor shall be responsible for all layout engineering and field dimensions required for the performance of the work. Any cutting or patching of work of Subcontractor or others caused by Subcontractor's error in layout or installation of its work shall be the responsibility of Subcontractor, and Subcontractor shall bear all of the costs thereof. Reference lines and benchmarks will be established by Contractor and will be adhered to by Subcontractor.

## 18. BONDS:

Subcontractor shall provide, prior to the commencement of any Work hereunder, Payment and Performance Bonds in such form as set forth by Contractor, in the amount of the Subcontract Sum. The premium for Payment and Performance Bonds has been included in the Subcontract Sum. Subcontractor is responsible for purchasing Payment and Performance Bonds for the total Subcontract Sum and maintaining the Bonds throughout the entire duration of this Project. Failure by this Subcontractor to provide proof of effective Payment and Performance Bonds shall be cause to withhold this Subcontractor's progress payments. A copy of the paid invoice to the insurance carrier must be submitted to Contractor.

Said bonds shall be from a surety acceptable to Contractor and be maintained in full force and effect for the faithful and complete performance of this Contract, including any and all warranty obligations hereunder.

Any changes or aggregate of changes to the scope of work that increases the Subcontract Sum by ten (10) percent or more shall require a Consent of Surety indicating the additional coverage. All costs associated with this increased coverage should be included and itemized in Subcontractor's proposed change order request as a separate line item. Failure by Subcontractor to include additional bond premium costs in negotiated change orders shall not relieve Subcontractor of its responsibility to provide increased coverage at Subcontractor's expense.

## 19. HOISTING:

Subcontractor shall be responsible for unloading and hoisting all of its materials, supplies, tools and equipment. Subcontractor may utilize Contractor's hoisting facilities during regular working hours provided that adequate facilities are available and Subcontractor has scheduled the use of the facilities with Contractor. Any hoisting outside the capabilities of the on-site hoisting equipment will be the responsibility of the Subcontractor. If the Contractor's hoisting facilities are unavailable for any reason, Subcontractor shall provide, at its expense, hoisting facilities sufficient to meet Subcontractor's requirements.

## 20. TERMINATION:

Contractor may terminate this Subcontract or Subcontractor's employment hereunder with cause or for convenience on the following terms:

- A. Termination for Cause: Contractor may terminate this Subcontract or Subcontractor's employment hereunder for cause for any of the following reasons:

# HOLDER CONSTRUCTION GROUP, LLC

- a) Failure to perform the work in accordance with the Contract Documents and schedule requirements, or to provide sufficient quality or quantity of workers, supervision, materials or equipment.
- b) Failure to pay suppliers, vendors, sub-tier subcontractors or labor or any other taxes, insurance, etc. required by this Subcontract or by law.
- c) Failure to follow the law in any material respect, including but not limited to OSHA, Immigration, IRS, EEOC, etc.
- d) Reasonable belief that the balance of the Work cannot be completed for the unpaid balance of the Subcontract Sum or within the remaining Subcontract schedule.
- e) Any other material breach of this Subcontract or the Owner Contract.

When any of the above reasons exist, Contractor may, without prejudice to any other rights or remedies and after giving Subcontractor 48 hours written notice, terminate this Subcontract or Subcontractor's employment hereunder, withhold any further payment to Subcontractor, take possession of all materials and equipment of Subcontractor on the Project, and take over and complete the Work with others. If the remaining unpaid balance of the Subcontract Sum exceeds Contractor's costs associated with termination and completion of work, Subcontractor shall be paid such excess, and Subcontractor agrees to accept such payment as its sole and exclusive compensation and waives any right to claim additional damages. If Contractor's costs exceed the remaining Subcontract balance, Subcontractor shall pay the difference to Contractor immediately upon notice and shall have no further claim under the Subcontract. Contractor may set off any amounts owed by Subcontractor hereunder against any amounts otherwise owed by Contractor to Subcontractor under contracts between the parties. If Subcontractor is terminated for cause and it is determined that sufficient cause did not exist, it shall be deemed a termination for convenience and Subcontractor's sole remedy shall be as provided below.

B. Termination for Convenience: Contractor may terminate this Subcontract at any time without cause for the convenience of the Owner or Contractor by giving Subcontractor a seven (7) day written notice thereof. In the event this Subcontract is terminated for convenience, Subcontractor shall be compensated for work completed and materials stored through the date of the termination, including reasonable cost for shut down and demobilization, subject to and to the extent of amounts theretofore or thereafter paid to Contractor by Owner on account of the work performed by Subcontractor under this Subcontract. Subcontractor agrees to accept such payment as its sole and exclusive compensation and waives any right it may have to claim additional damages, including without limitation prospective profits or overhead on any portion of the work not performed or with respect to materials or labor not furnished to the Project.

## 21. SUPERVISION AND LABOR:

Subcontractor shall appoint one of its employees to be stationed on the Project site during the performance of the work to supervise the performance of the work. This employee will be subject to Contractor's approval. Contractor has the right to demand the removal of this employee from the project if that employee proves unsatisfactory.

This employee shall have the authority to make decisions and to bind the Subcontractor. This employee cannot be reassigned from the Project by the Subcontractor, without Contractor's approval, and shall remain on-site a minimum of 35 hours per week while this Subcontractor is directly performing the work described in EXHIBIT ONE. All communications between Subcontractor and Contractor's project superintendent shall be forwarded through this employee.

Subcontractor agrees that in the performance of the Work called for by this Subcontract, it will employ only such labor as will not delay or interfere with the speedy progress of the Project, and as will be acceptable to and will work in harmony with all other workmen employed on-site of the Project or on any other building, structure, or other improvement whether public or private which Contractor may then be erecting or altering.

Subcontractor shall maintain and assign to the Work, at all times, sufficient staff and personnel to perform the Work in a skilled, professional and satisfactory manner and so as not to delay the progress of the Work. The Subcontractor shall immediately replace or cause to be replaced all employees or workmen whose Work, as determined by the Contractor, does not meet such requirements.

In the event of a strike, disruption, delay or stoppage of the work, whether on the Project or any other building, structure or improvement which Contractor is erecting or altering, which results from a dispute involving or affecting or which is caused, in whole or in part, by the labor employed by Subcontractor, Contractor may at its option terminate this Subcontract. If this Subcontract is terminated pursuant to this paragraph, Contractor shall, subject to the conditions for payment set forth in this Subcontract, compensate Subcontractor for the value of labor and material theretofore furnished or delivered to the site of the Project, proportioned upon the Subcontract Sum, but in such event, Subcontractor shall not be entitled to prospective profits or overhead on any portion of the work not performed or with respect to materials or labor not furnished to the Project.

## 22. DISPUTE RESOLUTION:

The parties agree that any and all claims arising from or relating to the Subcontract shall be resolved as follows:

A. Mediation: Prior to the initiation of either Arbitration or Litigation as more fully described herein, the parties' representatives with settlement authority shall meet and attempt to resolve the dispute. If not settled in this manner, the parties agree that any dispute must be first submitted to non-binding mediation under the current Construction Industry Mediation Procedures of the American Arbitration Association Mediation. The cost and fees of the mediator will be split evenly by the parties. The mediation shall be held in Atlanta, Georgia or the place where the project is located, unless otherwise agreed. In the event the mediation is unsuccessful, the dispute resolution must be resolved as follows:

B. Owner Disputes: Disputes involving claims by or against the Owner or Architect shall be resolved by the dispute resolution method set forth in the Owner Contract, unless waived at the sole option of Contractor. Subcontractor consents

# HOLDER CONSTRUCTION GROUP, LLC

to joinder or consolidation of claims by or against Subcontractor in any related dispute resolution proceeding by or against the Owner or Architect.

C. **Arbitration:** For any claims valued at an amount equal to or less than Five Hundred Thousand Dollars (\$500,000), the parties will, at Contractor's option, submit the dispute to one mutually agreed upon Arbitrator under the current Construction Industry Arbitration Rules of the American Arbitration Association. The award of the Arbitrator shall be final and binding. The costs and fees of the Arbitration will be allocated in proportion to the Arbitrator's findings on the dispute. The arbitration shall be held in Atlanta, Georgia or the project location, unless otherwise agreed.

D. **Litigation:** Any dispute greater than \$500,000 shall be submitted to the Superior Court of Cobb County, Georgia for resolution, unless mutually agreed otherwise by the parties. Subcontractor expressly consents and waives any objection to jurisdiction and venue in the Superior Court of Cobb County, Georgia.

This Contract shall be governed by the laws of the State of Georgia, without regard to applicable conflict of law rules. In the event of a dispute or claim under this Subcontract, Subcontractor shall continue with uninterrupted performance of its work on the Project and in conformance with the terms of the Subcontract regardless of the status or outcome of such dispute.

## 23. WARRANTY:

Subcontractor warrants to Contractor that all work, materials and equipment furnished or which are furnished by its sub-subcontractors or materialmen, under this Subcontract shall be new and free from defects, unless otherwise specified, and that all work will be first-class quality and shall be in conformance with the terms and conditions of this Subcontract and the Owner Contract, including the Contract Documents thereof. Subcontractor further warrants that all work will comply with all warranties, guarantees and building requirements which are imposed upon Owner, Contractor, or Subcontractor by any local ordinances, requirements of city or county building codes or of federal or state authorities which are applicable to the work, local sanitary laws, rules or regulations, or any orders or interpretations thereof by governing public authorities.

Subcontractor agrees to remedy at its own expense any defects due to faulty materials or workmanship and shall pay for any damage to other work, resulting therefrom, which shall appear within a period of one (1) year from the Date of Substantial Completion of the Project or within such longer time as may be prescribed by law or by the terms of any special warranties or guarantees required by the Contract Documents, whichever is longer. Unless extended by the Contract Documents, for the purpose of establishing the Warranty period, the Date of Substantial Completion shall be deemed to occur when Certificates of Substantial Completion have been issued for the entire Project. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to any other obligation which Subcontractor has under this Subcontract, under law or under equity. The establishment of the time period of one (1) year after the date of substantial completion of the Project or such longer period of time as may be prescribed by law or by the terms of any warranty or guarantee required by this Subcontract or the Contract Documents relates only to the specific obligation of Subcontractor to correct the work, and has no relationship to the time within which its obligation to comply with this Subcontract or applicable provisions of law which may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Subcontractor's liability with respect to its obligations other than specifically to correct the work. The Owner or Contractor shall give Subcontractor written notice of defective work. Correction shall be made to like new condition, and shall include any costs of temporary, protective or associated measures that may be required to minimize impact on the Owner's facility and maintain continued operations. Should Subcontractor fail to correct defective work (or commence correction for longer duration items not possible to complete) within five (5) working days after receiving written notice, the Owner or Contractor may, at their option, correct the defects and charge Subcontractor/Vendor costs for such correction. Subcontractor/Vendor agrees to pay such charges immediately upon demand. Work that the Owner or Contractor deems to be a critical or a life safety issue is to be given immediate attention 7 days/week, 24 hours/day.

Whenever written guaranties or warranties are called for by the Contract Documents and Owner Contract pertaining to this Subcontract, the Subcontractor shall furnish the aforesaid for such period of time as may be stipulated.

## 24. NO WAIVER:

No failure of Contractor to exercise any power or right given hereunder or to insist upon strict compliance by Subcontractor with any of its obligation hereunder, and no conduct or practice of the parties at variance with the terms of this Subcontract, shall constitute a waiver, estoppel or variation of Contractor's right to demand exact compliance with the terms hereof.

## 25. EQUAL OPPORTUNITY CLAUSE:

Subcontractor agrees to comply fully, unless exempted, with the provisions of Executive Order 11246 (as amended) of the President of the United States on Equal Employment Opportunities and the rules and regulations issued pursuant thereto with which the Subcontractor represents that it will comply unless exempted. Subcontractor agrees to indemnify the Contractor and hold the Contractor harmless from any and all penalties, fines, charges, assessments, claims, demands, actions or causes of action by the United States Government or by any other entity or person, and agrees to pay any expenses, including attorneys' fees incurred by the Contractor as a result of such failure.

# HOLDER CONSTRUCTION GROUP, LLC

## 26. IMMIGRATION AND CONTROL ACT:

Subcontractor and its sub-tiers agree to comply fully with and remain in full compliance with the Immigration and Control Act of 1986 with regard to any work performed pursuant to this Agreement, including but not limited to:

A. All required employment and identity verification procedures for all individuals hired to perform any services for this scope of work and record keeping requirements including completed and retained Form I-9 shall be in compliance with applicable law. Subcontractor certifies that it has received, read, and fully understands the Handbook for Employers (M-274) published by the Department of Justice which provides an explanation of Subcontractor's responsibilities and rights of employees in the hiring and verification process. Subcontractor agrees to update its processes and procedures as required by the U.S. Citizenship and Immigration Services, the Department of Homeland Security, and Immigration Customs Enforcement.

B. Subcontractor agrees to cooperate in the event that an audit is required by any party to this agreement or by the city, state or federal government of the Subcontractor's Forms I-9 and copies of employment eligibility and identity documentation. In the event there is reason to believe that Subcontractor may not be in compliance with immigration laws, Subcontractor agrees to name a third party auditor who is familiar with U.S. Immigration law and employee verification process to audit the Subcontractor's compliance plan, review I-9's, and provide certification letter at Subcontractor's expense. Subcontractor understands and agrees that its failure to fully comply with the requirements of the Immigration and Reform Control Act of 1986, to comply with Contractor's request to inspect records, or any failure to comply with any requirements contained herein, may result in immediate termination of the Agreement between Contractor and Subcontractor.

C. In the event the Subcontractor fails to comply in any respect with the requirements of the Immigration Reform and Control Act of 1986, the Subcontractor agrees to indemnify the Contractor and hold the Contractor harmless from any and all penalties, liabilities, fines, charges, assessments, claims, demands, actions or causes of action by the United States Government or by any other entity or person, and agrees to pay any expenses, including attorneys' fees, incurred by the Contractor as a result of such failure.

## 27. PUNCH LIST AND DEMOBILIZATION:

If Subcontractor does not commence and diligently pursue the completion of all "punch list" items within seven (7) days, Contractor may, upon the issuance of forty-eight (48) hours advance written notice of same to Subcontractor, complete items and deduct the actual cost of completing any items from the Subcontract Sum.

Subcontractor agrees to maintain skilled and professional labor on-site with on-site supervision until punch list items are completed and accepted by Owner and Contractor and/or Architect. Upon Substantial Completion of the Contract by Subcontractor, Subcontractor shall remove from the Project Site all temporary systems, tools, equipment, machinery and surplus materials not required for the continued performance of any Work under this Subcontract, unless otherwise directed by Contractor.

## 28. ADVERTISEMENT:

Subcontractor shall not post advertisement of any kind on the project's premises without the prior written approval of the contractor.

## 29. EXHIBITS:

Subcontractor understands and agrees that the following EXHIBITS, copies of which are attached hereto, are a part of this Subcontract and shall be binding on the parties hereto.

- EXHIBIT ONE – General Scope of the Work
- EXHIBIT E – Contract Drawings and Specifications
- EXHIBIT S – Project Schedule

Subcontractor understands and agrees that the following EXHIBITS, copies of which are located on the FTP site address listed on the attached Exhibit One, are a part of this Subcontract and shall be binding on the parties hereto.

- EXHIBIT A – Request for Payment
- EXHIBIT B – Final Affidavit and Waiver of Lien
- EXHIBIT C – Certificate of Insurance
- EXHIBIT D – Contractor's Standard Accident Prevention Program
- EXHIBIT F – Subcontractors' Substance Abuse and Drug/Alcohol Testing Policy
- EXHIBIT G – Special Conditions
- EXHIBIT L – Sustainable Project Requirement

Other EXHIBITS that may be required by the Owner Contract and/or Contract Documents are as follows:

If required, EXHIBIT TWO, Addendum to the Subcontract Terms, may be attached hereto as a part of this Subcontract, and shall be binding on the parties hereto, EXHIBIT TWO dated \_\_\_\_\_ was executed on \_\_\_\_\_.

# HOLDER CONSTRUCTION GROUP, LLC

30. THIS SUBCONTRACT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND ALL NEGOTIATIONS, REPRESENTATIONS AND AGREEMENTS CONDUCTED OR MADE PRIOR TO THE DATE OF THIS SUBCONTRACT NOT INCLUDED HEREIN ARE HEREBY NULL AND VOID. THIS SUBCONTRACT MAY BE AMENDED ONLY BY WRITTEN INSTRUMENT SIGNED BY BOTH CONTRACTOR AND SUBCONTRACTOR.

31. It is the intention of the parties that this Agreement be valid and enforceable in all respects. However, in the event that any term or provision be found void, against public policy, or otherwise unenforceable for any reason, the parties agree that the remaining terms and conditions of the Subcontract shall be valid, enforceable and in full force and effect.

ATTEST:

By: \_\_\_\_\_  
Assistant Secretary or Officer

Holder Construction Group, LLC  
CONTRACTOR

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

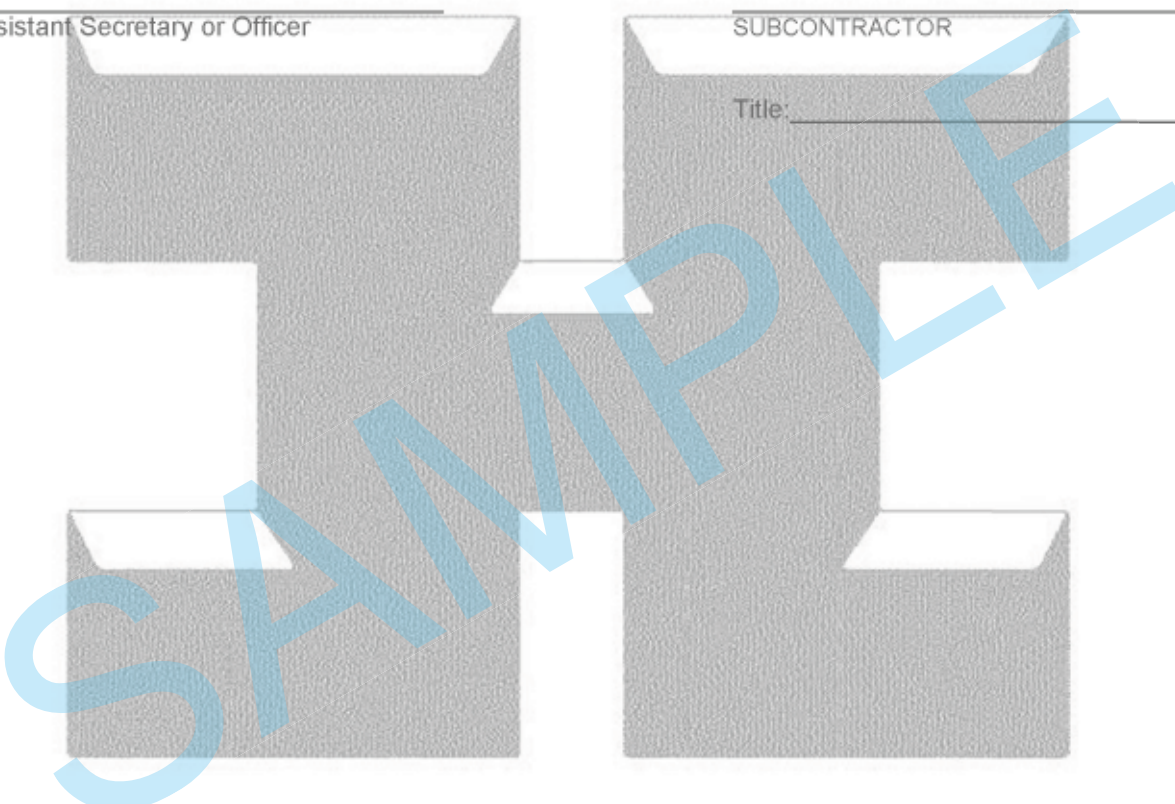
Title: Vice President

ATTEST:

By: \_\_\_\_\_  
Assistant Secretary or Officer

\_\_\_\_\_  
SUBCONTRACTOR

Title: \_\_\_\_\_ (SEAL)



**HOLDER CONSTRUCTION  
PURCHASE ORDER AGREEMENT**



Holder Construction Group, LLC  
**EXHIBIT ONE, GENERAL SCOPE OF THE WORK**  
**PURCHASE ORDER SCOPE CHECKLIST**

**PROJECT: XXXXXXXXX**  
**SCOPE OF WORK: XXXXXXXXX**

		INCLUDED	Vendor Company COMMENTS
1	<b>General Items</b>		
2	<b>Base Bid:</b>		
3	Reviewed and accepted Holder Construction Company's Bid Manual package dated XX/XX/XXXX, including, but not limited to the following: (Please note, project proposal documentation is available at www.holderconstruction.com, FTP site, username: XXXXXXXXXXXX, password: XXXXXXXXXXXX)	<input type="checkbox"/> Y <input type="checkbox"/> N	
4	Vendor acknowledges review and compliance with all Contract Documents including, but not limited to, all drawings and specifications for this project as produced by XXXXXXXXXXXX dated XX/XX/XXXX and further identified in the Exhibit E dated XX/XX/XXXX	<input type="checkbox"/> Y <input type="checkbox"/> N	
5	Comply with all Special Conditions of the project identified in the Exhibit G dated XX/XX/XXXX	<input type="checkbox"/> Y <input type="checkbox"/> N	
6	Complete & attach Holder Construction Company (HCC) Bid Manual Compliance Statement.	<input type="checkbox"/> Y <input type="checkbox"/> N	<b>ATTACH &amp; RETURN FORM</b>
7	Complete compliance with current OSHA regulations and/or standards.	<input type="checkbox"/> Y <input type="checkbox"/> N	
8	<b>Vendor shall be responsible for the following general project items:</b>	<input type="checkbox"/> Y <input type="checkbox"/> N	
9	Attend jobsite coordination meetings as required.	<input type="checkbox"/> Y <input type="checkbox"/> N	
10	Coordination of own work with other trades, as applicable to Vendor, to meet the project schedule requirements (mutually agreeable schedule).	<input type="checkbox"/> Y <input type="checkbox"/> N	
11	All shipping as required, F.O.B. job site.	<input type="checkbox"/> Y <input type="checkbox"/> N	
12	Provide protection of materials/equipment during delivery.	<input type="checkbox"/> Y <input type="checkbox"/> N	
13	Comply with all governing local, state, and federal ordinances, zoning requirements, standards, and codes	<input type="checkbox"/> Y <input type="checkbox"/> N	
14	All permits and fees required for your work (HCC to provide Gen. Bldg. Permit only)	<input type="checkbox"/> Y <input type="checkbox"/> N	
15	Provide all submittals required: shop drawings, samples, product data, etc.	<input type="checkbox"/> Y <input type="checkbox"/> N	
16	Include all local, state, and federal sales and use taxes	<input type="checkbox"/> Y <input type="checkbox"/> N	
17	Insurance Requirements - Vendor shall provide and maintain, at its own expense, the minimum limits of insurance as outlined in the Exhibit C, herein attached and made part of this Purchase Order. Prior to commencing work, Vendor shall have its insurance company or companies, which are acceptable to Contractor, execute and file with the Contractor, a copy of its Certificate of Insurance. All insurance policies except worker's compensation shall name Contractor and Owner as additional insured. All insurance policies shall include a waiver of subrogation provision in favor of Contractor and a 30 day advanced written notice of Cancellation or Material Change. Should Vendor fail or neglect to provide the required insurance, Contractor shall have the right, but not the duty, to provide said insurance and deduct from any money that may be due or become due to Vendor any and all premiums paid by said Contractor for and on account of such insurance.	<input type="checkbox"/> Y <input type="checkbox"/> N	
18	Vendor shall provide professional liability insurance for any design work performed by Vendor for this scope of work	<input type="checkbox"/> Y <input type="checkbox"/> N	
19	Materials - A materials list for all materials to be furnished under this Purchase Order shall be prepared and submitted for approval within ten (10) days of receipt by Vendor of this Purchase Order. All materials furnished under this Purchase Order are subject to the approval of Owner, Architect, and Contractor.	<input type="checkbox"/> Y <input type="checkbox"/> N	
20	Submittals/Shop Drawings - All submittal data, including shop drawings, samples, catalog cuts or brochures, shall be submitted and approved in accordance with the specifications. No payment will be made to Vendor until submittal data has been approved by Owner, Architect, and Contractor.	<input type="checkbox"/> Y <input type="checkbox"/> N	
21	Invoicing - It is agreed and understood that all of Vendors' invoices shall be remitted having sales tax broken out and identified as a separate line item. For billing processes, sales tax cannot be added into unit prices or invoice totals as "incorporated".	<input type="checkbox"/> Y <input type="checkbox"/> N	
22	Payment Withheld - Payment will not be made to Vendor until this Purchase Order has been fully executed by Vendor. Acceptance of delivered materials by Owner, Architect, and Contractor is a condition precedent to Contractor's obligation to pay Vendor. In addition, payment by Owner to Contractor is a condition precedent to Contractor's obligation to pay Vendor. Payments owed to Vendor by Contractor may be withheld under the following circumstances: defective or damaged materials not remedied, claims or liens filed, reasonable evidence of future claims or liens, failure by Vendor to pay its suppliers or subcontractors, failure by Vendor to provide adequate management or supervision of this Purchase Order, reasonable belief that the balance of undelivered materials cannot be supplied in total or within the time required by the Project Schedule, or any other cause which warrants payments withheld.	<input type="checkbox"/> Y <input type="checkbox"/> N	
23	Payment Withheld (cont'd) - If any of the aforementioned circumstances are not corrected by Vendor, or if Vendor fails to supply the proper quantity and quality of materials required by the Contract Documents for the performance of Contractor's work, or fails to be prompt, diligent, and responsive in its material deliveries, Contractor shall send a written notice to Vendor. After seventy-two (72) hours notice by Contractor to Vendor, Contractor may, at its sole option, pay Vendor's suppliers or subcontractors and/or pay for the costs of additional labor or materials to fulfill the project requirements. The Contractor maintains its right to deduct in full, from the outstanding balance of Vendor's Purchase Order, the costs of such claims or liens and related expenses paid by Contractor, if Vendor has not taken appropriate action to correct any outstanding issues such as those described above.	<input type="checkbox"/> Y <input type="checkbox"/> N	
24	Subcontractor has provided an original signed and notarized affidavit verifying compliance with "Georgia Security and Immigration Compliance Act" of 2006 OCGA §13-10-91.	<input type="checkbox"/> Y <input type="checkbox"/> N	<b>GEORGIA PROJECTS ONLY</b>
25	The above referenced payment terms supersede those outlined as part of OCGA §13-11-7 of the Georgia Prompt Pay Act	<input type="checkbox"/> Y <input type="checkbox"/> N	<b>GEORGIA PROJECTS ONLY</b>





Holder Construction Group, LLC  
**EXHIBIT ONE, GENERAL SCOPE OF THE WORK**  
**PURCHASE ORDER SCOPE CHECKLIST**

**PROJECT: XXXXXXXXX**  
**SCOPE OF WORK: XXXXXXXXX**

		INCLUDED	Vendor Company COMMENTS
26	<b>Historically Underutilized Business</b>		
27	Is your company a Historically Underutilized Business (HUB)? If yes, please provide a copy of your certificate or letter documenting your HUB Status	<input type="checkbox"/> Y <input type="checkbox"/> N	
28	If no, what percentage of DBE participation could you provide through lower tier subcontractors and/or material suppliers? Please provide a copy of the other firm's certification(s).	_____ %	
29	<b>Trade Specific Scope</b>		
30	Vendor shall be responsible for all labor, material, equipment and supervision necessary to deliver this work to the project as required and in accordance with the Contract Documents. This work includes, but is not limited to, the following:	<input type="checkbox"/> Y <input type="checkbox"/> N	
31	<b>Section Heading One:</b>		
32		<input type="checkbox"/> Y <input type="checkbox"/> N	
33		<input type="checkbox"/> Y <input type="checkbox"/> N	
34	<b>Section Heading Two:</b>		
35		<input type="checkbox"/> Y <input type="checkbox"/> N	
36		<input type="checkbox"/> Y <input type="checkbox"/> N	
37	<b>Tabulation</b>		
38	<b>Subtotal</b>		
39	<b>Tax</b>		
40	<b>TOTAL</b>		
41	<b>Schedule - Provide Durations</b>		
42	Acknowledgement of commitment to the overall Project Schedule, including durations and milestone dates, identified in Exhibit S dated XX/XX/XXXX . Acknowledgement that meeting these durations and milestone dates is a condition of award, and any costs associated with overtime/shift work required to meet the schedule durations and milestone dates are included in this proposal and failure to meet these milestone dates . Acknowledgement that meeting these durations and milestone dates is a condition of award, and any costs associated with overtime/shift work required to meet the schedule durations and milestone dates are included in this proposal and failure to meet these milestone dates	<input type="checkbox"/> Y <input type="checkbox"/> N	
43	Award Date	TBD	
44	First set of Shop Drawings / Submittals (from date of award)	___ DAYS	IN WORKING DAYS
45	Final set of Shop Drawings / Submittals (from date of award)	___ DAYS	IN WORKING DAYS
46	Material leadtime (from date of approved submittals)		
47	Material 1	WK DAYS	IN WORKING DAYS
48	Material 2	WK DAYS	IN WORKING DAYS
49	Delivery		
50	Material/Area 1	WK DAYS	IN WORKING DAYS
51	Material/Area 2	WK DAYS	IN WORKING DAYS
52	<b>Quantities</b>		
53	Vendor is responsible for a complete scope of work in accordance with the Contract Documents. The quantities listed below are provided for comparison purposes only.		
54	Material - 1 (SF)		
55	Percentage of Recycled Content (% pre-consumer / % post-consumer)	___ % / ___ %	
56	Percentage of Materials Manufactured within 500 miles of the Project Site	___ %	
57	Percentage of Materials Extracted within 500 miles of the Project Site	___ %	
58	Material - 2 (SF)		
59			
60	<b>Unit Prices</b>		
61	At the sole option of the Contractor, the following may be added to/deducted from the scope. These alternates include all freight, fringes, material, equipment, taxes, permits, fees, and mark-up for overhead and profit.	<input type="checkbox"/> Y <input type="checkbox"/> N	
62	Material # 1 (\$/Unit)	\$ _____	
63	Material # 2 (\$/Unit)	\$ _____	
64	<b>Alternates</b>		
65	At the sole option of the Contractor, the following may be added to/deducted from the scope. These alternates include all freight, fringes, material, equipment, taxes, permits, fees, and mark-up for overhead and profit. In addition, all alternates are not to exceed the amounts included herein, and are good for the duration of the project.	<input type="checkbox"/> Y <input type="checkbox"/> N	
66		<input type="checkbox"/> Y <input type="checkbox"/> N	
67		<input type="checkbox"/> Y <input type="checkbox"/> N	
68	<b>Exclusions</b>		
69	Acknowledgement that the following items are specifically excluded:	<input type="checkbox"/> Y <input type="checkbox"/> N	
70			
71	<b>Bid Deliverables</b>		
72	It is agreed and understood that all of the documents listed below are required for your bid to be considered complete.	<input type="checkbox"/> Y <input type="checkbox"/> N	
73	This completed scope checklist (filled out completely)	<input type="checkbox"/> Y <input type="checkbox"/> N	
74	RFP Compliance Statement (first page of RFP package)	<input type="checkbox"/> Y <input type="checkbox"/> N	
75	Copy of Current Certificate of Insurance	<input type="checkbox"/> Y <input type="checkbox"/> N	

It is agreed and understood that this scope checklist is not intended to be an all inclusive list for this scope of work. Vendor shall be responsible for a complete scope of work as required and in accordance with the Contract Documents for a complete and functional installation of this scope of work.

# **EXHIBITS**



Holder Construction Group, LLC  
**EXHIBIT ONE, GENERAL SCOPE OF THE WORK**  
**SCOPE CHECKLIST**

**PROJECT: UNC Charlotte Residence Hall - Phase XII Early Site**  
**SCOPE OF WORK: 02A - Sitework**

1	<b>General Items</b>
2	Indicate any work that will not be self-performed.
3	The bidder agrees that he/she will not contract with sub-tier subcontractors for his/her scope of work without the written consent of Holder Construction Company.
4	The bidder has reviewed and is in compliance with and agreed to provisions listed Holder Construction's Bid Manual including the Subcontract Agreement and all Exhibits
5	The bidder agrees to the provisions of the Owner Contract.
6	The bidder agrees that pricing shall remain good for sixty (60) days.
7	The bidder agrees that he/she will provide competent supervision (employed by the bidder) at all such time work is being performed by this bidder and as necessary for coordination with trades.
8	The bidder has reviewed ALL bid documents provided to compute his/her bid. Bidders referencing 'select' bid documents may be disqualified.
9	The bidder has reviewed the existing conditions in preparation of his/her bid.
10	The bidder acknowledges that on-site parking will not be provided. Contractor parking will be available at Starlight Cinema. Shuttling to and from Starlight Cinema to the project site is the responsibility of this bidder.
11	The bidder agrees that he/she was given the opportunity to obtain clarification to design conflicts within the bid documents and/or existing facility and has incorporated the clarifications (by means of addenda) in to his/her bid, otherwise, the bidder agrees that he/she has included cost/provisions for the more stringent application of any such design conflicts (excluding hidden conditions).
12	The bidder acknowledges receipt of the Project Schedule and has considered its contents when computing his/her bid and work forces to complete his/her scope of work within the time allotted per activity.
13	The bidder has included all applicable taxes, labor, equipment, supervision, materials, and OH/P for unit and alternates pricing.
14	Include all cost associated with any permits for this scope of work.
15	<b>Trade Specific Scope</b>
16	<b>Site work:</b>
17	The bidder proposes and agrees to furnish all necessary labor, materials, equipment, tools, supervision, means of transportation, hoisting, scaffolding, delivery, staging, and tax necessary to complete the scope of work associated with this bid package and with full and complete accordance with the plans, specifications, and bid documents to the full satisfaction of Holder Construction Company, the Owner, and the Designer. The bidder also acknowledges and agrees with the following:
18	Subcontractor shall import, export, clear, grub, excavate, grade, backfill, hand backfill and dispose of soil material in accordance with the requirements of the Contract Documents including, but not limited to, the following:
19	Implement and maintain erosion and dust control measures required by the contract documents.
20	Provide installation of skimmer basin as required.
21	Provide installation and maintenance of all stabilized construction entrances required including installation of hose bibs per Site Logistics Plan Phase I & II.



Holder Construction Group, LLC  
**EXHIBIT ONE, GENERAL SCOPE OF THE WORK**  
**SCOPE CHECKLIST**

**PROJECT: UNC Charlotte Residence Hall - Phase XII Early Site**  
**SCOPE OF WORK: 02A - Sitework**

22	Include 6" ABC stone over filter fabric for laydown area and temporary gravel in accordance with the Site Logistics Phase I & II Plan.
23	Include any staking and layout required for this scope of work.
24	Subcontractor responsible for protection of adjacent materials/conditions during this scope of work.
25	Provide ticket documentation on each type of waste recycled off-site by subcontractor that includes the quantity of each type of waste diverted and where it was taken.
26	Comply with Holder's Construction Waste Management Plan.
27	Implement and maintain erosion and dust control measures on the project.
28	Provide electronic copies of all erosion control incident and inspection reports.
29	Include all demolition activities with the exception of buildings Q, P, O, N, M, L, K, H, I, J, but not excluding the following;
30	Include removal and grading of the 2 (two) stabilized construction entrances along Martin Village Rd. prior to site turnover.
31	Include all demolition of asphalt paving and stone base, curb & gutter, sidewalks, landings, etc. required.
32	Include demolition of all light pole bases as required.
33	Include all capping, removal, relocation, and haul-off for all underground utilities as required by the Contract Documents.
34	Include removal and/or relocation of existing utilities/structures/on-site amenities including but not limited to, parking meters, signage, etc. shown or not shown on the drawings. Turn-over materials to UNCC if required.
35	Acknowledge that demolition of light poles, blue phones, electric panels, transformers will be by others. It is agreed and understood that any demolition of equipment pads and/or bases for the aforementioned materials will be by this Subcontractor.
36	Include all temporary asphalt walks as indicated on the documents..
37	Include all traffic control signage/barricades as required for this scope of work.
38	Include all mass grading required for project site.
39	Include import and compaction of suitable soils to bring site to required grade.
40	Subcontractor to include grading and seeding of all demolished building pads and other disturbed areas at Martin Village.
41	Subcontractor to include all saw cutting required for this scope of work.
42	Subcontractor is to provide rough grading of entire site to achieve all proposed grades to within +/- .1' of required grades.
43	Include backfill of all curb & gutter to proposed subgrade.
44	Include backfill of all retaining walls to proposed subgrade.
45	Include dewatering/demucking of the site. It is agreed and understood that dewatering of any trenches opened by other Subcontractors are not the responsibility of this Subcontractor.
46	Strip topsoil and stockpile off site.
47	Subcontractor to include all tree protection as indicated on the drawings.



Holder Construction Group, LLC  
**EXHIBIT ONE, GENERAL SCOPE OF THE WORK**  
**SCOPE CHECKLIST**

**PROJECT: UNC Charlotte Residence Hall - Phase XII Early Site**  
**SCOPE OF WORK: 02B - Site Utilities**

1	<b>General Items</b>
2	Indicate any work that will not be self-performed.
3	The bidder agrees that he/she will not contract with sub-tier subcontractors for his/her scope of work without the written consent of Holder Construction Company.
4	The bidder has reviewed and is in compliance with and agreed to provisions listed Holder Construction's Bid Manual including the Subcontract Agreement and all Exhibits
5	The bidder agrees to the provisions of the Owner Contract.
6	The bidder agrees that pricing shall remain good for sixty (60) days.
7	The bidder agrees that he/she will provide competent supervision (employed by the bidder) at all such time work is being performed by this bidder and as necessary for coordination with trades.
8	The bidder has reviewed ALL bid documents provided to compute his/her bid. Bidders referencing 'select' bid documents may be disqualified.
9	The bidder has reviewed the existing conditions in preparation of his/her bid.
10	The bidder acknowledges that on-site parking will not be provided. Contractor parking will be available at Starlight Cinema. Shuttling to and from Starlight Cinema to the project site is the responsibility of this bidder.
11	The bidder agrees that he/she was given the opportunity to obtain clarification to design conflicts within the bid documents and/or existing facility and has incorporated the clarifications (by means of addenda) in to his/her bid, otherwise, the bidder agrees that he/she has included cost/provisions for the more stringent application of any such design conflicts (excluding hidden conditions).
12	The bidder acknowledges receipt of the Project Schedule and has considered its contents when computing his/her bid and work forces to complete his/her scope of work within the time allotted per activity.
13	The bidder has included all applicable taxes, labor, equipment, supervision, materials, and OH/P for unit and alternates pricing.
14	Include all cost associated with any permits for this scope of work.
15	<b>Trade Specific Scope</b>
16	<b>Site Utilities:</b>
17	The bidder proposes and agrees to furnish all necessary labor, materials, equipment, tools, supervision, means of transportation, hoisting, scaffolding, delivery, staging, and tax necessary to complete the scope of work associated with this bid package and with full and complete accordance with the plans, specifications, and bid documents to the full satisfaction of Holder Construction Company, the Owner, and the Designer. The bidder also acknowledges and agrees with the following:
18	Subcontractor to provide a complete sanitary storm & sewer system including RCP, DIP, manholes, PVC sleeves, catch basins, and connection to existing structures.
19	Subcontractor to cap and plug for future connections as required.
20	Include all testing required for this scope of work.
21	Include all new traffic rated structures around existing telecom manholes.
22	Include maintaining existing water service to Martin Village.
23	Include maintaining existing water service to the CAB. Subcontractor to coordinate any disruptions of service to HCC immediately.



Holder Construction Group, LLC  
**EXHIBIT ONE, GENERAL SCOPE OF THE WORK**  
**SCOPE CHECKLIST**

**PROJECT: UNC Charlotte Residence Hall - Phase XII Early Site**  
**SCOPE OF WORK: 02C - Asphalt Paving**

1	<b>General Items</b>
2	Indicate any work that will not be self-performed.
3	The bidder agrees that he/she will not contract with sub-tier subcontractors for his/her scope of work without the written consent of Holder Construction Company.
4	The bidder has reviewed and is in compliance with and agreed to provisions listed Holder Construction's Bid Manual including the Subcontract Agreement and all Exhibits
5	The bidder agrees to the provisions of the Owner Contract.
6	The bidder agrees that pricing shall remain good for sixty (60) days.
7	The bidder agrees that he/she will provide competent supervision (employed by the bidder) at all such time work is being performed by this bidder and as necessary for coordination with trades.
8	The bidder has reviewed ALL bid documents provided to compute his/her bid. Bidders referencing 'select' bid documents may be disqualified.
9	The bidder has reviewed the existing conditions in preparation of his/her bid.
10	The bidder acknowledges that on-site parking will not be provided. Contractor parking will be available at Starlight Cinema. Shuttling to and from Starlight Cinema to the project site is the responsibility of this bidder.
11	The bidder agrees that he/she was given the opportunity to obtain clarification to design conflicts within the bid documents and/or existing facility and has incorporated the clarifications (by means of addenda) in to his/her bid, otherwise, the bidder agrees that he/she has included cost/provisions for the more stringent application of any such design conflicts (excluding hidden conditions).
12	The bidder acknowledges receipt of the Project Schedule and has considered its contents when computing his/her bid and work forces to complete his/her scope of work within the time allotted per activity.
13	The bidder has included all applicable taxes, labor, equipment, supervision, materials, and OH/P for unit and alternates pricing.
14	Include all cost associated with any permits for this scope of work.
15	<b>Trade Specific Scope</b>
16	<b>Asphalt Paving:</b>
17	The bidder proposes and agrees to furnish all necessary labor, materials, equipment, tools, supervision, means of transportation, hoisting, scaffolding, delivery, staging, and tax necessary to complete the scope of work associated with this bid package and with full and complete accordance with the plans, specifications, and bid documents to the full satisfaction of Holder Construction Company, the Owner, and the Designer. The bidder also acknowledges and agrees with the following:
18	Include a complete asphalt paving system including but not limited to base course, intermediate course, tack course, and subsurface course.
19	Subcontractor to provide all compaction/proof rolling required to complete this scope of work.
20	Include all striping and pavement markings as shown on the contract documents.
21	<del>Include all handicapped accessible signage as shown on the contract documents.</del>
22	Include all permanent site signage as required.
23	Include all concrete wheel stops as shown on the contract documents.
24	Include all pavement repair around relocated structures per detail on Sheet C6.03.
25	Acknowledge that subgrade will be provided at +/- 0.10 ft.



Holder Construction Group, LLC  
**EXHIBIT ONE, GENERAL SCOPE OF THE WORK**  
**SCOPE CHECKLIST**

**PROJECT: UNC Charlotte Residence Hall - Phase XII Early Site**  
**SCOPE OF WORK: 02D - Curb & Gutter**

1	<b>General Items</b>
2	Indicate any work that will not be self-performed.
3	The bidder agrees that he/she will not contract with sub-tier subcontractors for his/her scope of work without the written consent of Holder Construction Company.
4	The bidder has reviewed and is in compliance with and agreed to provisions listed Holder Construction's Bid Manual including the Subcontract Agreement and all Exhibits
5	The bidder agrees to the provisions of the Owner Contract.
6	The bidder agrees that pricing shall remain good for sixty (60) days.
7	The bidder agrees that he/she will provide competent supervision (employed by the bidder) at all such time work is being performed by this bidder and as necessary for coordination with trades.
8	The bidder has reviewed ALL bid documents provided to compute his/her bid. Bidders referencing 'select' bid documents may be disqualified.
9	The bidder has reviewed the existing conditions in preparation of his/her bid.
10	The bidder acknowledges that on-site parking will not be provided. Contractor parking will be available at Starlight Cinema. Shuttling to and from Starlight Cinema to the project site is the responsibility of this bidder.
11	The bidder agrees that he/she was given the opportunity to obtain clarification to design conflicts within the bid documents and/or existing facility and has incorporated the clarifications (by means of addenda) in to his/her bid, otherwise, the bidder agrees that he/she has included cost/provisions for the more stringent application of any such design conflicts (excluding hidden conditions).
12	The bidder acknowledges receipt of the Project Schedule and has considered its contents when computing his/her bid and work forces to complete his/her scope of work within the time allotted per activity.
13	The bidder has included all applicable taxes, labor, equipment, supervision, materials, and OH/P for unit and alternates pricing.
14	Include all cost associated with any permits for this scope of work.
15	<b>Trade Specific Scope</b>
16	<b>Curb &amp; Gutter:</b>
17	The bidder proposes and agrees to furnish all necessary labor, materials, equipment, tools, supervision, means of transportation, hoisting, scaffolding, delivery, staging, and tax necessary to complete the scope of work associated with this bid package and with full and complete accordance with the plans, specifications, and bid documents to the full satisfaction of Holder Construction Company, the Owner, and the Designer. The bidder also acknowledges and agrees with the following:
18	Include all 2'-6" curb and gutter as required per the Contract Documents.
19	Include all 8" median curb as required per the Contract Documents.
20	Acknowledge that subgrade will be provided at +/- 0.10 ft.
21	Include all C.A.B.C over compacted subgrade at median curb.
22	Include all 6" vertical curb as required per the Contract Documents.



Holder Construction Group, LLC  
**EXHIBIT ONE, GENERAL SCOPE OF THE WORK**  
**SCOPE CHECKLIST**

**PROJECT: UNC Charlotte Residence Hall - Phase XII Early Site**  
**SCOPE OF WORK: 02E - Demolition**

1	<b>General Items</b>
2	Indicate any work that will not be self-performed.
3	The bidder agrees that he/she will not contract with sub-tier subcontractors for his/her scope of work without the written consent of Holder Construction Company.
4	The bidder has reviewed and is in compliance with and agreed to provisions listed Holder Construction's Bid Manual including the Subcontract Agreement and all Exhibits
5	The bidder agrees to the provisions of the Owner Contract.
6	The bidder agrees that pricing shall remain good for sixty (60) days.
7	The bidder agrees that he/she will provide competent supervision (employed by the bidder) at all such time work is being performed by this bidder and as necessary for coordination with trades.
8	The bidder has reviewed ALL bid documents provided to compute his/her bid. Bidders referencing 'select' bid documents may be disqualified.
9	The bidder has reviewed the existing conditions in preparation of his/her bid.
10	The bidder acknowledges that on-site parking will not be provided. Contractor parking will be available at Starlight Cinema. Shuttling to and from Starlight Cinema to the project site is the responsibility of this bidder.
11	The bidder agrees that he/she was given the opportunity to obtain clarification to design conflicts within the bid documents and/or existing facility and has incorporated the clarifications (by means of addenda) in to his/her bid, otherwise, the bidder agrees that he/she has included cost/provisions for the more stringent application of any such design conflicts (excluding hidden conditions).
12	The bidder acknowledges receipt of the Project Schedule and has considered its contents when computing his/her bid and work forces to complete his/her scope of work within the time allotted per activity.
13	The bidder has included all applicable taxes, labor, equipment, supervision, materials, and OH/P for unit and alternates pricing.
14	Include all cost associated with any permits for this scope of work.
15	<b>Trade Specific Scope</b>
16	<b>Demolition:</b>
17	The bidder proposes and agrees to furnish all necessary labor, materials, equipment, tools, supervision, means of transportation, hoisting, scaffolding, delivery, staging, and tax necessary to complete the scope of work associated with this bid package and with full and complete accordance with the plans, specifications, and bid documents to the full satisfaction of Holder Construction Company, the Owner, and the Designer. The bidder also acknowledges and agrees with the following:
18	Demolition of structure and foundations of Buildings Q, P, O, N, M, L, K, H, I, J.
18	Demolition of sidewalks and retaining walls around buildings.
19	Subcontractor is responsible for all permits required for building demolition.
20	Subcontractor to include all haul-off required for this scope of work.
21	Include any necessary measures for dust control.
22	Subcontractor shall prepare and deliver approved pollution and dust control drawings to HCC with the bid package prior to the commencement of demolition work.





Holder Construction Group, LLC  
**EXHIBIT ONE, GENERAL SCOPE OF THE WORK**  
**SCOPE CHECKLIST**

**PROJECT: UNC Charlotte Residence Hall - Phase XII Early Site**  
**SCOPE OF WORK: 02E - Demolition**

23	Subcontractor responsible for protection of adjacent materials/conditions during this scope of work.
24	Provide ticket documentation on each type of waste recycled off-site by subcontractor that includes the quantity of each type of waste diverted and where it was taken.
25	Comply with Holder's Construction Waste Management Plan
26	Include disconnection and capping of existing utilities as required, prior to demolition.
27	Include all tree protection for this scope of work.
28	Provide abatement and disposal of Hazmat materials in accordance with all state and government regulations.
29	Subcontractor to include any power & temporary lighting needed for this scope of work.
30	Include any and all temporary bracing/shoring needed for this scope of work.
31	Subcontractor to include any hoisting required for this scope of work.
30	Subcontractor to include any equipment required for this scope of work.



Holder Construction Group, LLC  
**EXHIBIT ONE, GENERAL SCOPE OF THE WORK**  
**SCOPE CHECKLIST**

**PROJECT: UNC Charlotte Residence Hall - Phase XII Early Site**  
**SCOPE OF WORK: 03A - Site Concrete**

1	<b>General Items</b>
2	Indicate any work that will not be self-performed.
3	The bidder agrees that he/she will not contract with sub-tier subcontractors for his/her scope of work without the written consent of Holder Construction Company.
4	The bidder has reviewed and is in compliance with and agreed to provisions listed Holder Construction's Bid Manual including the Subcontract Agreement and all Exhibits
5	The bidder agrees to the provisions of the Owner Contract.
6	The bidder agrees that pricing shall remain good for sixty (60) days.
7	The bidder agrees that he/she will provide competent supervision (employed by the bidder) at all such time work is being performed by this bidder and as necessary for coordination with trades.
8	The bidder has reviewed ALL bid documents provided to compute his/her bid. Bidders referencing 'select' bid documents may be disqualified.
9	The bidder has reviewed the existing conditions in preparation of his/her bid.
10	The bidder acknowledges that on-site parking will not be provided. Contractor parking will be available at Starlight Cinema. Shuttling to and from Starlight Cinema to the project site is the responsibility of this bidder.
11	The bidder agrees that he/she was given the opportunity to obtain clarification to design conflicts within the bid documents and/or existing facility and has incorporated the clarifications (by means of addenda) in to his/her bid, otherwise, the bidder agrees that he/she has included cost/provisions for the more stringent application of any such design conflicts (excluding hidden conditions).
12	The bidder acknowledges receipt of the Project Schedule and has considered its contents when computing his/her bid and work forces to complete his/her scope of work within the time allotted per activity.
13	The bidder has included all applicable taxes, labor, equipment, supervision, materials, and OH/P for unit and alternates pricing.
14	Include all cost associated with any permits for this scope of work.
15	<b>Trade Specific Scope</b>
16	<b>Site Concrete:</b>
17	The bidder proposes and agrees to furnish all necessary labor, materials, equipment, tools, supervision, means of transportation, hoisting, scaffolding, delivery, staging, and tax necessary to complete the scope of work associated with this bid package and with full and complete accordance with the plans, specifications, and bid documents to the full satisfaction of Holder Construction Company, the Owner, and the Designer. The bidder also acknowledges and agrees with the following:
18	Include all concrete retaining/cheek walls per the Contract Documents.
19	Include all concrete steps per the Contract Documents.
20	Include all concrete sidewalks per the Contract Documents.
21	Include all 4" aggregate compacted base course under all sidewalks.
22	Include all concrete banding around the paver crosswalk.
23	Acknowledge all transformer pads will be by others.
24	Include all truncated domes per the Contract Documents.
25	Provide all finishing and curing per specified requirements.



Holder Construction Group, LLC  
**EXHIBIT ONE, GENERAL SCOPE OF THE WORK**  
**SCOPE CHECKLIST**

**PROJECT: UNC Charlotte Residence Hall - Phase XII Early Site**  
**SCOPE OF WORK: 03A - Site Concrete**

26	Include all joint filler and expansion joint for your work per the Contract Documents.
27	Include all groove/tooled joints as required.
28	Include all control joints as required.
29	Include all resteel material/welded-wire fabric for this scope of work as required.
30	Include all key and weep holes as required.
31	Include metal safety rails and/or handrails for the stairs as required.
32	Include furnish & install of all brick pedestrian pavers as required.
33	Include furnish & install of all vehicular pavers as required.



Holder Construction Group, LLC  
**EXHIBIT ONE, GENERAL SCOPE OF THE WORK**  
**SCOPE CHECKLIST**

**PROJECT: UNC Charlotte Residence Hall - Phase XII Early Site**  
**SCOPE OF WORK: 16A - Site Electrical**

1	<b>General Items</b>
2	Indicate any work that will not be self-performed.
3	The bidder agrees that he/she will not contract with sub-tier subcontractors for his/her scope of work without the written consent of Holder Construction Company.
4	The bidder has reviewed and is in compliance with and agreed to provisions listed Holder Construction's Bid Manual including the Subcontract Agreement and all Exhibits
5	The bidder agrees to the provisions of the Owner Contract.
6	The bidder agrees that pricing shall remain good for sixty (60) days.
7	The bidder agrees that he/she will provide competent supervision (employed by the bidder) at all such time work is being performed by this bidder and as necessary for coordination with trades.
8	The bidder has reviewed ALL bid documents provided to compute his/her bid. Bidders referencing 'select' bid documents may be disqualified.
9	The bidder has reviewed the existing conditions in preparation of his/her bid.
10	The bidder acknowledges that on-site parking will not be provided. Contractor parking will be available at Starlight Cinema. Shuttling to and from Starlight Cinema to the project site is the responsibility of this bidder.
11	The bidder agrees that he/she was given the opportunity to obtain clarification to design conflicts within the bid documents and/or existing facility and has incorporated the clarifications (by means of addenda) in to his/her bid, otherwise, the bidder agrees that he/she has included cost/provisions for the more stringent application of any such design conflicts (excluding hidden conditions).
12	The bidder acknowledges receipt of the Project Schedule and has considered its contents when computing his/her bid and work forces to complete his/her scope of work within the time allotted per activity.
13	The bidder has included all applicable taxes, labor, equipment, supervision, materials, and OH/P for unit and alternates pricing.
14	Include all cost associated with any permits for this scope of work.
15	<b>Trade Specific Scope</b>
16	<b>Site Electrical:</b>
17	The bidder proposes and agrees to furnish all necessary labor, materials, equipment, tools, supervision, means of transportation, hoisting, scaffolding, delivery, staging, and tax necessary to complete the scope of work associated with this bid package and with full and complete accordance with the plans, specifications, and bid documents to the full satisfaction of Holder Construction Company, the Owner, and the Designer. The bidder also acknowledges and agrees with the following:
18	Include removal of all blue phones and return to owner.
19	Include removal of all telecom and electrical pedestals.
20	Include removal of all light poles. Return the light pole and fixture to owner.
21	Include removal of fire alarm control panels and return to owner.
22	Include removal of existing 75KVA, 12,470Y/480Y/277V, 3-Phase live front transformer and 100 amp panel.
23	Include removal of panel and telecom pedestal and return to owner.



Holder Construction Group, LLC  
**EXHIBIT ONE, GENERAL SCOPE OF THE WORK**  
**SCOPE CHECKLIST**

**PROJECT: UNC Charlotte Residence Hall - Phase XII Early Site**  
**SCOPE OF WORK: 16A - Site Electrical**

24	Include removal of existing lighting circuits.
25	Furnish & Install all handholes as required.
26	Furnish & Install all manholes for power & telecom as required.
26	Furnish & Install all cable racks as required.
27	Furnish & Install all ductbanks as required.
28	Include all conduit stub-outs for future work.
29	Include all boring for work at Hawthorne Hall as required.
30	Include all Sb & Se light poles, fixtures, & bases.
31	Include coordination for all work inside Hawthorne Hall.
32	Include relocation of transformer T9A2C and installation of associated pad.
33	Include Furnish & Install all medium voltage cable and associated required testing.
34	Furnish & Install all Blue Phone devices as required.
35	Include backfill of all ductbanks to subgrade elevation as required.

**EXHIBIT A  
SUBCONTRACTOR'S REQUEST FOR PAYMENT**

To Contractor : Holder Construction Group, LLC  
 Jobsite Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 From Subcontractor : \_\_\_\_\_  
 Payment Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Period Ending: \_\_\_\_\_  
 Subcontract No: \_\_\_\_\_  
 Request for Payment No: \_\_\_\_\_  
 Invoice No: \_\_\_\_\_  
 Request for Payment Date: \_\_\_\_\_  
 Project Name: \_\_\_\_\_

	SCHEDULE OF VALUE	WORK COMPLETED	MATERIALS STORED	TOTAL WORK & MATERIALS
ORIGINAL CONTRACT				
EXECUTED CHANGE ORDER NUMBERS				
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL FROM ATTACHED SHEET				
REVISED CONTRACT AMOUNT		TOTAL WORK COMPLETED & MATERIALS STORED TO DATE		

Reviewed for Internal Accounting Input Only. Does not Constitute Obligation for Payment.

_____	_____	LESS RETAINAGE TO DATE
(Contractor's Superintendent)	(Contractor's Project Manager)	TOTAL AMOUNT DUE
_____	_____	LESS PREVIOUS REQUESTS
(Date)	(Date)	CURRENT AMOUNT DUE

Progress payments may be based on information furnished and **not verified at time of payment**. Progress payments do not constitute acceptance of work as completed and/or properly allocated to the above schedule. Progress payments made do not indicate acceptance of **unexecuted contracts and/or change orders or any obligation to pay**. Adjustments for progress payments will be made prior to or upon final payments.

**AFFIDAVIT OF WAIVER OF LIEN & CLAIMS**

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_  
 The undersigned appeared before me, the undersigned Notary in and for the said state and county, \_\_\_\_\_  
 \_\_\_\_\_, of \_\_\_\_\_  
 Title Name  
 \_\_\_\_\_ Firm

(Which Firm is hereinafter called "Subcontractor"), who being duly sworn states on oath that:

Subcontractor has paid in full, or will pay in full when due, from monies received from this request, all debts, obligations and liabilities owed by Subcontractor to all parties (including, without limitation, all debts, obligations and liabilities for labor, materials, equipment, or services, and for all local, state or federal taxes or charges and for any damages to others) which have been incurred by subcontractor, or which are claimed by others to have been incurred by Subcontractor, through the end of the period covered by this request, in conjunction and work done or labor and materials furnished, by Subcontractor under the subcontract identified above.

In consideration of payments received, and upon receipt of the amount of this request, the undersigned does hereby forever waive and relinquish (1) all claims and rights of lien which the undersigned may now have upon the premises described in the subcontract identified above except for any claim or right of lien for work performed under the subcontract or change orders issued under that subcontract for which payment is being retained or will subsequently become due, and (2) all claims and rights of lien for any and all damages and expenses which have been incurred prior to this request (including impact damages and cost of acceleration or rescheduling of work and damages and expenses which are or may be attributable to delay or to extended exposure to the elements).

The above states are made by undersigned individually and on behalf of Subcontractor.

Given under hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 \_\_\_\_\_ (Notary Public) \_\_\_\_\_ (Subcontractor Signature)  
 \_\_\_\_\_ (Date) \_\_\_\_\_ (Title of Signor)

Provided, however, that the failure to correctly complete any of the blank spaces in the above form shall not invalidate said form so long as the subject matter of said release may reasonably be determined.

**SCHEDULE OF VALUES**

From Subcontractor : \_\_\_\_\_  
 Payment Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Project Name: \_\_\_\_\_

Period Ending: \_\_\_\_\_  
 Subcontract No: \_\_\_\_\_  
 Request for Payment No: \_\_\_\_\_  
 Invoice No: \_\_\_\_\_  
 Request for Payment Date: \_\_\_\_\_

BILL KEY	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS (* NOTE)	TOTAL COMPLETED AND MATL STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
			PREVIOUS APPLICATIONS	THIS APPLICATION					
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS		-	-	-	-	-	0%	0.00	

LESS RETAINAGE TO DATE	
TOTAL AMOUNT DUE	
LESS PREVIOUS REQUESTS	
CURRENT AMOUNT DUE	

\* NOTE: IF MONEY IS REQUESTED IN THIS COLUMN, A STORED MATERIAL BREAKDOWN OR PRICED INVENTORY MUST ALSO BE ATTACHED.

**EXHIBIT B**

**HOLDER CONSTRUCTION GROUP, LLC**

**FINAL AFFIDAVIT AND WAIVER OF LIEN BY SUBCONTRACTOR**

RE: \_\_\_\_\_  
(Name of Project)

STATE: \_\_\_\_\_

COUNTY: \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for said State and County,

\_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_ (which firm is hereinafter called  
(Firm)

"Subcontractor"), who being duly sworn states on oath that:

1. Subcontractor has paid in full all debts, obligations and liabilities due or to become due by Subcontractor to all parties (including, without limitation, all debts, obligations and liabilities for labor, materials, equipment or services, and for all local, state or federal taxes or charges, and for any damages to others) which have been incurred by Subcontractor, or which are claimed by others to have been incurred by Subcontractor under subcontract with Holder Construction Group, LLC for

\_\_\_\_\_ (Type of Work or Materials)

on the \_\_\_\_\_ (Name of Project)

at \_\_\_\_\_ (Location)

except as follows:

\_\_\_\_\_  
\_\_\_\_\_

2. This affidavit and waiver is made and given upon and in exchange for final payment of all sums due Subcontractor by Holder Construction Group, LLC under the terms of said subcontract, and in consideration therefor Subcontractor waives and releases any and all claims and any and all liens or rights to liens, against Holder Construction Group, LLC and/or

\_\_\_\_\_ (Owner)

for amounts due and owing to Subcontractor by virtue of the performance by Subcontractor of said subcontract, or the furnishing by Subcontractor of the labor and/or materials described above, or for any other reason.

Subcontractor hereby acknowledges that the completion date for this project is established as \_\_\_\_\_.

The above statements are made by undersigned individually and on behalf of Subcontractor.

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

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Notary Public) (Seal)



# Exhibit C

**ACORD**

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$ 1,000,000
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS-COMP/OP AGG \$ 1,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person) \$
<input checked="" type="checkbox"/>	ALL OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/>	HIRED AUTOS						\$
<input checked="" type="checkbox"/>	NON-OWNED AUTOS						\$
							\$
<input checked="" type="checkbox"/>	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$ 5,000,000
<input checked="" type="checkbox"/>	EXCESS LIAB						AGGREGATE \$ 5,000,000
	DEDUCTIBLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				\$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>		E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/ (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

General Liability, Automobile Liability, and Excess Liability policies are endorsed to name Holder Construction Group, LLC and the Owner as Additional Insureds.

General Liability, Automobile Liability, Excess Liability, and Workers Compensation policies are endorsed to provide that carrier Waives its Right of Subrogation against Holder Construction Group, LLC and the Owner.

30 Days Written Notice will be provided to Certificate Holder should any of the above policies be cancelled prior to the expiration date.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Holder Construction Group, LLC Project Name Project Site Address	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	Authorized Representative

# Exhibit C-1 (Purchase Order)

**ACORD**

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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<b>PRODUCER</b>	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:**

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	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				MED EXP (Any one person) \$ 5,000
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	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS-COMP/OP AGG \$ 1,000,000
							\$
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	ANY AUTO						BODILY INJURY (Per person) \$
<input checked="" type="checkbox"/>	ALL OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/>	HIRED AUTOS						\$
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<input checked="" type="checkbox"/>	EXCESS LIAB						AGGREGATE \$ 1,000,000
	DEDUCTIBLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				\$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
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<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Holder Construction Group, LLC Project Name Project Site Address	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	Authorized Representative

# EXHIBIT D

## Safety, Hazard Communication, Substance Abuse and Accident Prevention Program FOR SUBCONTRACTORS

A. **Project Safety:** Subcontractor shall design and submit to Contractor a specific safety program for the Project. Subcontractor shall maintain its own safety program, which shall in all cases meet all applicable federal, state, and/or local safety related laws and regulations. Subcontractor shall submit this program for review within ten (10) days of the execution of this Subcontract or ten (10) days before mobilizing on the Project, whichever occurs first. Contractor may issue directives to Subcontractor with respect to a safety compliance issue and may require Subcontractor to respond promptly to each directive. Subcontractor's failure to correct the issue, in a prompt manner, authorizes Contractor, at its sole option, to take whatever steps it deems necessary to address said issue in order to provide a safe work site for all concerned parties. Any costs, including reasonable attorneys' fees and costs, incurred by Contractor because of any such issue, shall be the responsibility of Subcontractor. Should Subcontractor not have a written Loss Control Program, it agrees to abide by any Loss Control Program imposed by Contractor. Notwithstanding any safety measures established by Subcontractor, it shall without limitation, comply with Contractor's Standard Accident Prevention Program for Subcontractors, attached hereto, all safety obligations imposed by the General Conditions, the Underground Gas Pipe Law, The High Voltage Act, The Occupational Safety and Health Act of 1970 and The Construction Safety Act of 1969 A, and the regulations issued pursuant to those Acts.

B. **Hazard Communication:** Subcontractor shall be responsible for implementing and maintaining a Hazard Communication Program as required by law. This includes, but is not limited to, providing Material Safety Data Sheets (MSDSs) to Contractor on any hazardous chemicals or materials on the Project Site. Subcontractor shall submit this program for review within ten (10) days of the execution of this Subcontract or ten (10) days before mobilizing on the Project, whichever occurs first. The Subcontractor is responsible for any chemicals, which will be used by Subcontractor, which enter the project site.

C. **Substance Abuse:** Subcontractor agrees to be responsible for implementing and maintaining an effective Substance Abuse Program. Subcontractor shall submit this program for review within ten (10) days of the execution of this Subcontract or ten (10) days before mobilizing on the project, whichever occurs first. Should Subcontractor not have a written Substance Abuse Program, it agrees to abide by the minimum standards stated in the Subcontractors' Substance Abuse and Drug/Alcohol Testing Policy, attached hereto as Exhibit F. Any costs, including reasonable attorneys' fees and costs, incurred in the adoption, implementation or administration of Subcontractor's Substance Abuse Program shall be the responsibility of Subcontractor.

### **CONTRACTOR'S ACCIDENT PREVENTION PROGRAM:**

THIS PROGRAM IS MADE AVAILABLE TO YOU IN ACCORDANCE WITH THE SAFETY CLAUSE OF THIS SUBCONTRACT. ALL OR PARTS OF THE CONTENTS OF THIS PROGRAM WILL APPLY TO YOUR WORK DEPENDING ON THE NATURE OF YOUR WORK AND THE SEQUENCE OF YOUR WORK.

### **Zero Tolerance Policy:**

The following procedures will be utilized in dealing with any worker that violates established safety or security policies and procedures. This Zero Tolerance policy applies to all contractor and subcontractors employees working on site.

### **Zero Tolerance Areas:**

- Fall Protection
- Control of Hazardous Energies (lock-out/tag-out)
- Energized Electrical Work
- Confined Space
- Trenching & Excavations
- Cranes-Rigging-Hoisting
- Fire Prevention/Protection
- Special Equipment

### **FIRST OFFENSE-TERMINATION FROM THE JOB SITE**

### **SUPERVISION:**

Subcontractor's trained supervision must remain on the Project Site while Subcontractor has employees on site. This supervisor is responsible for the safety and oversight of all of its employees. Subcontractor's employees will not be allowed to work on the Project Site without adequate supervision from Subcontractor. All supervisors required training shall include the following.

- OSHA 10 or OSHA 30 Hour
- First Aid/CPR/AED

### **SAFETY PROFESSIONAL:**

All Subcontractors with twenty-five (25) or more employees on site, at the same time, must provide a site Safety Professional and any Subcontractors with seventy-five (75) or more employees on site, at the same time, must provide two (2) site Safety Professionals and will add an additional site Safety Professional for every increment of fifty (50) employees. Said Safety Professionals must be approved by Contractor; including a review of resume upon request, and meet at least the following requirements:

- OSHA 30 HR or Equivalent
- First Aid and Bloodborne Pathogens
- CPR and AED Training
- Emergency Procedures Training

### **ADVANCE PRE-TASK ANALYSIS:**

- A. Before starting work, Subcontractor shall perform and submit a complete analysis (Pre-Task Card) or Job Hazard Plan (JHP) of the drawings and specifications in order to determine the exposure to accidents and incidents, which may develop on the project. With this information, Subcontractor shall make plans to control all exposures in advance of performing the work.
- B. Contractor's "Safety Pre-Task Hazard Analysis Cards" must be filled out prior to each task on a daily basis by all Subcontractors.
- C. Any employee of Subcontractor, regardless of supervisory level, assigning work to other employees will in each instance give sufficient direction or caution to adequately provide for a safe completion of the assignment. This same principle will apply when changing personnel from one work area to another. Hazardous chemicals will be discussed, providing guidelines for their use, and protective equipment required.

### **STRETCH AND BEND PROGRAM:**

Subcontractor employees shall attend and participate in a "Stretch and Bend" program on a daily basis, prior to performing work at the project site.

### **SAFETY ORIENTATION AND TRAINING:**

- A. All Subcontractors' employees must attend Contractor's safety orientation prior to working on site. After completing an initial safety orientation, the new worker will receive a yellow hard hat sticker which is good for 30 days. When the 30-day period is over, the worker will attend another safety orientation and receive the traditional Safety Orientation Sticker.
- B. Each Subcontractor shall identify new personnel. Each new craft worker shall follow Contractor's mentor system, restrictions of overtime in the first week, and review of work assignments for risk of injury.
- C. All craft workers and supervisors are required to attend the following training sessions and/or a minimum of 4 hours of awareness training per month. Subcontractor is responsible for providing or arranging for their own safety training. The training courses include but are not limited to;
  - OSHA 10 HR or Equivalent
  - First Aid and Bloodborne Pathogens
  - CPR and AED Training
  - Emergency Procedures Training
  - Any other Trade Specific Safety Training

### **SAFETY MEETINGS:**

- A. All Subcontractors shall attend weekly supervisor safety meetings held by Contractor or more frequently when deemed necessary by Contractor. Contractor may, at its discretion, require that all personnel attend weekly job wide safety meetings and/or job site safety walks.
- B. Each Subcontractor's Foreman shall hold, at a minimum, weekly "tool box" safety meetings with their own personnel to encourage employees' interest in safety and to give specific safety instructions relative to existing or expected hazards. Minutes of these meetings shall be recorded on Subcontractor's Daily Report and submitted to Contractor's Superintendent.
- C. At Contractor's Superintendent's discretion, Subcontractor may be required to conduct safety meetings as often as deemed appropriate or as needed to meet Contractor's safety standards.

### **ACCIDENT/INJURY, INCIDENT AND NEAR MISS INVESTIGATION AND REPORTING:**

All accidents/injuries and Near Misses shall be investigated by Subcontractor's Foreman in charge and reviewed by the Contractor's Superintendent. All accidents/injuries and Near Misses must be reported within one hour to Contractor's Superintendent. All employees shall be encouraged to report accidents/injuries, incidents and near misses without fear of reprimand. The Subcontractor will prepare a written report on all accidents, injuries, incidents and Near Misses to be turned in to Contractor. Report forms will be available from Contractor. In all cases other than first aid, the First Report of Injury Form provided by the state shall be completed. The copy retained at the project shall note the action taken to prevent a recurrence.

### **END OF THE WEEK INJURY STATEMENT:**

The Subcontractor shall maintain the End of the Week Injury Statement for each of its employees on file with the signed copies at the jobsite. A copy will be furnished to the contractor at the conclusion of the work week.

### **CRANE SAFETY:**

All machinery/ equipment equipped with a whip line is considered a crane and must meet all requirements of the "Crane Checklist" for tower and mobile cranes included in Contractor's Safety Manual. It is the responsibility of the Subcontractor to obtain or request the checklists as part of the bidding process if it feels it pertains to this scope of work.

- A. Cranes are not to exceed 75% of their load chart capacity.
- B. All cranes that require assembly or re-assembly onsite must be inspected by an independent third party inspector prior to operating onsite. Furthermore, third party inspections are required of tower cranes monthly, mobile cranes quarterly, and for cranes on site less than thirty days, an inspection must have been conducted and documented within the previous thirty days prior to arrival on site. Re-inspection by third party inspector of crane must be completed upon any incident (i.e. lightning strike), re-assembly, or reconfiguration of the crane. All third party inspections are to be paid for by Subcontractor, if crane is provided by Subcontractor.
- C. All crane operators must provide a Crane Operators certification by an approved agency or union.
- D. A Pre-lift assessment checklist must be completed and submitted to Contractor.

### **RIGGING / RIGGER AND CRANE SIGNALER REQUIREMENTS:**

All employees engaged in the rigging operations shall be able to demonstrate proof of training by an approved agency or union. All designated Riggers will be identified by the use of a "Red" vest with the letter "R" on the back. All rigging equipment shall be inspected prior to each shift and as necessary during the shift to ensure safety. Damaged or defective slings shall be immediately removed from service. All rigging devices, including slings, shall have permanently affixed identification stating size, grade, rated capacity and manufacturer.

### **EQUIPMENT USE CONFINED SPACE:**

Subcontractor shall provide carbon monoxide filters (scrubbers) on the mufflers of all fuel powered vehicles and equipment operated in confined spaces or the Subcontractor has the option to use propane powered equipment.

### **POWER LINE SAFETY:**

It is the responsibility of the Subcontractor performing the work that a competent person must perform a Project Start up evaluation and complete the Overhead Power Lines Assessment Checklist and submit to Contractor. The purpose of the evaluation is to survey the site for overhead power lines, to determine if found lines can be shut off or insulated. All employees onsite shall be trained on hazards of overhead power lines.

### **CELL PHONE POLICY:**

Radios, MP3 Players or other portable audio devices are prohibited; this includes the use of earphones or Bluetooth devices. Cell phone use is restricted to break time or lunch hours. Emergency calls may be received provided that it does not interfere with your safety or the safety of others. Photos or video is strictly prohibited on the site. Taking photos or video may result in Subcontractor default, disciplinary action and / or confiscation of devices.

### **FIRST AID:**

Adequate first aid supplies shall be maintained by Subcontractor. These should be stored in a special kit or box. Treatments shall be administered by the most qualified person appointed by Subcontractor, preferably someone who has completed a first-aid training course conducted by a recognized agency, such as the American Red Cross. Subcontractors must have an on-site employee who has current CPR and first aid training.

### **PERSONAL PROTECTIVE EQUIPMENT:**

**Employers shall pay for all PPE and any replacement PPE used to comply with Contractor/OSHA regulations.**

The protective equipment to be furnished by Subcontractor to their employees shall be determined by the advance analysis of the job and by conditions that occur as the work progresses. Subcontractor shall be responsible for enforcing the use of protective equipment worn by their employees. The following shall be the minimum expectation for compliance:

- A. ANSI approved safety glasses shall be issued to all employees and worn by all employees at all times while on the site.
- B. Employees shall wear ANSI approved goggles in conjunction with safety glasses and face shields when performing grinding, chipping, or any other operation where they are exposed to eye and face hazards.
- C. Welders' hoods and face shields must be worn only by attaching them to hard hats.
- D. ANSI approved hard hats are to be worn throughout the project at all times.
- E. Subcontractor shall require all employees to wear hard-soled leather work boots in good condition.
- F. Coast Guard approved life preservers shall be provided and shall be worn by all employees whenever working over or near water.
- G. Hearing protection shall be used whenever personnel are exposed to excessive noise levels.
- H. Gloves shall be worn at all times and appropriate for the materials being handled.
- I. Kevlar gloves and sleeves shall be worn when handling or working near sharp objects, such as glass, metals, mesh, drywall, insulation, and utility knives.
- J. Employees must wear reflective vests while working around heavy equipment or exposed to vehicular traffic.

THE FOLLOWING PROGRAM ITEMS ARE NOTED AND LISTED FOR SPECIAL EMPHASIS SINCE THEY USUALLY CREATE THE MOST HAZARDOUS CONDITIONS AND ARE MOST LIKELY TO BE CITED BY OSHA.

**HOUSEKEEPING:**

- A. Bottles, scraps, paper cups and similar rubbish shall be placed by Subcontractor's employees in trash containers and emptied daily. No glass bottles are allowed on the jobsite.
- B. Rubbish, debris and waste materials shall be removed from the work area daily by Subcontractor's employees. Form and scrap lumber shall be kept clear from all work areas. Material with protruding nails must be removed or the nails bent over.
- C. Stairways, ladders, ramps, platforms, walkways and work areas shall be kept clear and clean of loose material and trash by Subcontractor's employees.
- D. All material must be kept back from the outer edge of a building a minimum of 10'-0" at building perimeter and 6'-0" at interior floor openings.

**FALL PROTECTION:**

- A. All project personnel are required to comply with the Fall Management Program, which requires 100% fall protection from unprotected heights of 6'-0" or greater. All Subcontractors shall take measures to eliminate, prevent, and control the fall hazards associated with their scope of work. The Safety Monitor System will not be accepted as a fall protection measure for any trade. A shock absorbing lanyard is required for all personal fall arrest systems.
- B. The 100% fall protection requirement is mandatory for all trades, including structural steel, re-bar assembly, concrete forming, pre-cast erection, roofing, masonry, etc.
- C. All fall protection equipment shall be in compliance with 29 CFR 1926.500, the OSHA fall protection standard for the construction industry.
- D. Each Subcontractor shall have a trained designated person competent in fall protection to implement the fall protection program.
- E. Training shall be documented and conducted per the requirements of the OSHA Construction Standard.
- F. Subcontractors involved in high hazard operations such as steel erection, pre-cast erection, roofing, etc. shall submit a Site Specific Fall Protection Plan for review and approval prior to the commencement of the applicable work.

**SCAFFOLDS:**

- A. All scaffolding shall be thoroughly inspected (with scaffolding tags) by Subcontractor's designated competent person before and after erection and daily while in use. All scaffolding must conform to Subpart L of the OSHA Construction Standards.
- B. All scaffolding over 6'-0" in height shall be equipped with guardrails and toe boards. Guardrails must support 200 lbs. of applied force.
- C. All scaffolding, other than suspended scaffolding, shall be erected on firm level foundations capable of supporting four times the intended load applied to the scaffolding.
- D. All supported scaffolding shall be braced or guyed to the structure per the manufacturer's requirements or engineer's design.
- E. All planking shall be at least 18" in width and have at least 12" of overlap and extend six inches beyond center of support or be cleated at both ends to prevent sliding of supports. Planking shall be OSHA grade 2" nominal lumber thickness or equal.
- F. Permanently secured access ladders shall be provided on all scaffolding, and employees will be prohibited from climbing on structural members.
- G. Employees on suspended scaffolding shall be tied off to the building or structure with a full body harness, shock absorbing lanyard, and independently supported safety lines capable of supporting 5,000 lbs. of force per person. There shall be a safety line for each person extending to the ground surface level.
- H. Employees erecting and dismantling scaffolding must be tied off 100% to independent lifeline. Do not tie off to scaffolding.
- I. A competent person in scaffolding must be present at all times while scaffold is being erected or dismantled.

**LADDERS:**

- A. All ladders shall be inspected before each use. Broken/damaged ladders shall be removed from service immediately and destroyed. All ladders must conform to the ANSI Standards.
- B. All straight ladders shall be set on firm level foundations at a four (4) to one (1) pitch, have 4'-0" of clear access at top and bottom, extend above the landing a minimum of 36" and be secured against movement while in use. Safety feet will be used on all straight ladders.
- C. Portable metal ladders shall not be used on this project site for electrical work or where they might contact electrical conductors.
- D. Single portable ladders over 24'-0" in length shall not be used.
- E. Ladders shall be secured at top and bottom. If not possible, then coworker must hold the base of the ladder while work is being performed.

**FLOOR OPENINGS AND STAIRWAYS:**

- A. At all unprotected floor openings 2" or greater in diameter and stairways, provisions shall be made by responsible Subcontractor for creating the opening for covers, barriers, and toe boards. These shall remain in place until the openings have been closed or permanent stairs installed. When Subcontractors must remove such barriers in the performance of their work, they are responsible for replacing barriers so as to provide maximum protection at all times.
- B. Never, under any circumstance, shall a floor opening be covered with sheetrock or other unsuitable material. All floor coverings must support a minimum of 500 lbs. or twice their intended load, whichever is greater, marked with visible paint, and shall be fastened to the floor.

#### **FIRE PROTECTION:**

- A. Gasoline or other flammable liquids shall be stored in UL approved safety containers and properly labeled. Plastic cans are not allowed on site.
- B. Approved heating devices, stove pipes, etc. shall be properly insulated to prevent setting fire to adjacent structures.
- C. Fire extinguishers shall be selected by Subcontractor on the basis of type of fire anticipated. Extinguishers, fire barrels, sand pails, hose lines, etc. shall be located where they are readily accessible and easily visible.
- D. Smoking or use of open flame, exposed heating element or any other sources of ignition will not be allowed in areas or rooms where painting is done.
- E. All flame work requires Subcontractor to obtain a Hot Work Permit. A fire watch must be present and have a fire extinguisher available.
- F. **No open flames for the use of cooking will be permitted on the project site.**

#### **POWER TOOLS:**

- A. Subcontractor shall ensure grounding of all fixed and portable electrical tools and equipment.
- B. It shall be the responsibility of Subcontractor to ascertain that all power saws in use are provided with the proper operating guards.
- C. Power saws shall be operated only by authorized and qualified personnel.
- D. All extension cords shall be of the rounded type rated for heavy duty use.
- E. Faulty electrical cords shall be removed from service and destroyed immediately.
- F. Subcontractor may be required to provide ground fault circuit interrupters for use by their workforce.

#### **POWDER ACTUATED TOOLS:**

- A. Low velocity pistol type tools with a pistol grip shall be used in all cases where applicable. High velocity tools shall be used only for those applications where low velocity tools will not meet job requirements. When a high velocity tool is no longer required, it shall be removed from the job site.
- B. Powder actuated tools shall be used, operated, repaired, serviced, and handled only by authorized personnel who have been trained and certified by the manufacturer. Tools will be tested daily and all defects corrected before use.
- C. Tools shall not be loaded until immediately before use. Loaded tools shall not be left unattended. Load strips shall be disposed of properly under manufacturer's guidelines.

#### **UTILITY LOCATOR SERVICE:**

Subcontractor is responsible for contacting the Utility Location Service prior to beginning any underground or overhead (which could affect overhead power or utilities) work. The calls must be documented, records kept updated, time extensions kept current and documented, photos taken (if necessary) and a copy of the locate report record obtained. All of this documentation must be obtained and submitted to Contractor. The contact and location of utilities with documentation must be submitted to Contractor prior to Subcontractors commencement of work.

#### **PROJECT SITE WASTE/SOIL REMOVAL:**

Subcontractor shall be responsible for the removal, from the Project, of Special Waste or materials contaminated with Special Waste attributed to Subcontractor. Special Waste is generally categorized as fuels, metals (such as lead), solvents, herbicides or pesticides, asbestos, volatiles, etc. This Special Waste must be disposed of in a certified landfill and proper documentation must be submitted to the Contractor. Prior to the disposal of the Special Waste, Subcontractor must evaluate the waste (through testing if required), identify disposal alternatives, document acceptance at landfills, identify location of waste in landfills, and monitor the facility. This documentation must be submitted to the Contractor at all stages of the disposal processes.

#### **TRENCHES:**

- A. The sides of trenches 5'-0" or more in depth entered by personnel shall be supported or sloped to the angle required by the type of soil classification. Where material is unstable and dangerous, such as fractured hard material with inclined slip planes, vertical or near vertical trench sides of any depth shall be supported.
- B. Ladders that extend at least three feet above the edge of the trench shall be located as to require no more than 25'-0" lateral travel for rapid exit in case of emergency.
- C. All equipment and spoils should be kept a minimum of 2'-0" from the top of slope.

#### **PUBLIC AND PROPERTY PROTECTION:**

- A. Only authorized personnel shall be allowed on the project site.
- B. Barricades and warning lights shall be provided on all open ditches and excavations where there is a public exposure.
- C. Blasting, pile driving, underpinning and similar operations may present special exposures to adjoining or adjacent structures. When such operations are planned, it is important that Subcontractor's Foreman or Project Manager make a preliminary survey of the property to determine structural defects which exist. If such defects exist and there is a possibility of aggravating them, precise preconstruction surveys should be made to establish that the conditions were not caused by our operations but existed before the job started. Depending on the seriousness of the possible aggravations, these surveys should be made by an independent, qualified Professional Engineer and may include photographs, which should be made and dated by an impartial commercial photographer.

**EQUIPMENT CERTIFICATION/TRAINING:**

A. Forklift Operators are to be trained and the certification safety card shall be on the Operator at all times while operating forklift.

**ELECTRICAL:**

- A. The Assured Equipment Grounding Program will be site specific and comply with all the conditions of 1926.404(b)(2)(iii) items (A) through (B).
- B. The Electrical Subcontractor is responsible for compliance with all provisions and will provide Contractor with a written, site specific Electrical Safety Program.
- C. Temporary lights must be hardwired to independent breakers/circuits.
- D. Temporary lights must be available at all times while switching from temporary to permanent power.
- E. Temporary lighting levels will be maintained at a minimum of 5 footcandles per square foot throughout rough construction and at a minimum of 50 footcandles per square foot (or permanent lighting) for finish applications.

**PROJECT SAFETY RULES**

- A. *Access to this site is restricted to employees and to those authorized by the Contractor.*
- B. *The use and/or possession of intoxicants, alcohol, or drugs are strictly prohibited.*
- C. *Workplace violence will not be tolerated and will result in immediate termination and possible criminal prosecution.*
- D. *Hard hats must be worn by employees and visitors at all times.*
- E. *Long pants, hard-soled shoes (no tennis shoes) and shirts with 4" minimum sleeves are required at all times.*
- F. *Eye protection must be worn at all times by all employees and visitors.*
- G. *Hearing and respiratory protection devices must be used when required.*
- H. *Fall protection measures must be implemented by all employees working at unprotected heights of 6'-0" or greater.*
- I. *All electrical sources used during construction must be ground-fault protected and the path to ground from all circuits must be permanent and continuous.*
- J. *Cellular phones, PDA's, Mp3 players or other portable audio devices are prohibited. This includes the use of earphones and/or Bluetooth devices.*
- K. *Only authorized, trained, and qualified personnel are permitted to operate equipment.*
- L. *Personnel are not to ride in truck beds or on machinery.*
- M. *All machinery must have operable backup alarms.*
- N. *Trenches or excavations 5'-0" or greater must not be entered unless they are properly protected.*
- O. *Only trained, qualified operators are permitted to use power-operated tools.*
- P. *All straight ladders must be secured top and bottom, extended 3' above the landing, and set up at a 75-degree angle. Employees should face ladders when climbing up or down and should maintain three points of contact.*
- Q. *Guardrails must be maintained at all times in all openings, stairways, and at the building perimeter. All floor openings 2" or greater must be protected and labeled "Hole".*
- R. *All scaffolding must be inspected by a designated competent person before each work shift.*
- S. *Employees should be aware of the chemical hazards associated with materials. The MSDS are maintained at the field office.*
- T. *Employees must report all accidents, unsafe conditions or practices to their supervisor or to the Contractor immediately. A complete first-aid kit is available.*



## Exhibit "E"



### UNC Charlotte Residence Hall Phase XII - Early Site Package List of Drawings and Specifications 3/7/2013

DISCIPLINE / NUMBER DESCRIPTION / TITLE	LAST REVISION DATE
<b>DRAWINGS</b>	
<b>CIVIL: LANDESIGN</b>	
T0.00 Early Site Package Cover Sheet	02/14/13
C1.00 Existing Conditions	02/14/13
C1.00A Existing Conditions	02/14/13
C1.00B Existing Conditions	02/14/13
C1.01 Demolition Plan	02/14/13
C2.00 Layout Plan	03/07/13
C2.01 Site Details	03/07/13
C2.02 Site Details	02/14/13
C2.03 Site Details	02/14/13
C2.04 Site Details	03/07/13
C3.00 Erosion Control Plan Phase 1	03/07/13
C3.01 Erosion Control Plan Phase 2	03/07/13
C3.02 Erosion Control Plan Phase 3	03/07/13
C3.03 Erosion Control Details	03/07/13
C3.04 Erosion Control Details	03/07/13
C4.00 Grading Plan	02/14/13
C5.00 Martin Village Road Plan and Profile	02/14/13
C5.01 Traffic Control Plan Phase 1	02/14/13
C5.02 Traffic Control Plan Phase 2	02/14/13
C5.03 Storm Drainage Details	02/14/13
C6.00 Utility Plan	02/14/13
C6.01 Sanitary Sewer Plan and Profile	02/14/13
<del>C6.02 MEP Lines Plan and Profile</del>	<del>11/12/12</del>
C6.03 Utility Plan Details	02/14/13
C7.00 Planting Plan	02/14/13
C7.01 Planting Details	02/14/13
<b><del>MECHANICAL: UNITED ENGINEERING GROUP</del></b>	
<del>M0.01 Mechanical Legend, General Notes and Details</del>	<del>11/12/12</del>
<del>M1.01 Site New Work Plan</del>	<del>11/12/12</del>
<b>ELECTRICAL: UNITED ENGINEERING GROUP</b>	
E0.01 Schedules, Legend and General Notes	02/14/13
E1.01 Site Demolition Plan	02/14/13
E1.02 Site New Work Plan	02/14/13
E2.01 Electrical Details	02/14/13
E2.02 Electrical Details	02/14/13
E2.03 Electrical Details	02/14/13
<b>OTHER INFORMATION</b>	
1 Project Manual & Technical Specifications - Early Site Package	02/14/13

**EXHIBIT F**  
**SUBCONTRACTORS' SUBSTANCE ABUSE**  
**AND DRUG/ALCOHOL TESTING POLICY**

**POLICY RULES**

This Policy is intended to provide the minimum requirements for all subcontractors. It is not intended to replace an existing Policy or contradict any requirements already included in a subcontractor's existing Policy, but instead is to provide those policies with the minimum acceptable criteria. The Subcontractors' Substance Abuse Policy prohibits their employees and employees of their Subcontractors or Suppliers, from the following:

1. Reporting to and/or being at work under the influence of illegal drugs, unauthorized controlled substances, alcohol or other intoxicants.
2. The on-premises use, manufacture, distribution, dispensing, possession, sale, or purchase of illegal drugs, drug paraphernalia, or any unauthorized controlled substance, alcohol or other intoxicants.
3. Reporting to and/or being at work under the influence of prescribed or over the counter drugs where such use prevents the employee from performing the duties of the job or poses a safety risk to the employee, other persons or property are prohibited. Legally prescribed drugs may be permitted on the work site or company property provided the drugs are contained in the original prescription container and are prescribed by an authorized medical practitioner for current use by the person in possession. It is the employee's responsibility to inform their supervisor if he is taking a prescribed drug which his attending physician has advised may have adverse side affects.
4. Refusal to comply with authorized search.

**OCCASIONS FOR DRUG & ALCOHOL TESTING**

The on-site Project Management staff may require that other employees that may be directly or indirectly involved with an unsafe condition be tested. Drug and/or Alcohol Testing (urinalysis and/or blood) will be required, but not limited to, the following conditions:

1. **Post Accident**  
Employees will be tested after the occurrence of a work place accident or incident resulting in personal injury, injury of co-workers, damage to property or work place circumstances which could have resulted in personal injury or damage to property.
2. **Reasonable Suspicion**  
All employees are subject to testing for reasonable suspicion.
3. **Random**  
All employees will be subject to unannounced random drug tests.

**TEST CUT OFF LEVELS**

The following detection limits using enzyme immunoassay (emit) will be adhered to:

<b><u>COMPOUND</u></b>	<b><u>EMIT SCREEN DETECTION LIMITS</u></b>	<b><u>CONFIRMATION METHOD</u></b>
Amphetamine	1,000 NG/ML	GC-MS
Barbiturates	300-3000 NG/ML	GC-MS
Cocaine Metabolites	300 NG/ML	GC-MS
Opiates	300 NG/ML	GC-MS
Phencyclidine	25 NG/ML	GC-MS
THC Metabolite	50 NG/ML	GC-MS

**DISCIPLINARY ACTION**

1. **Positive Drug Tests**  
Any employee who tests positive for an unauthorized, illegal drug or alcohol, as determined by the testing laboratory's testing thresholds, will not be permitted to work on property under the control of Contractor or their subsidiaries or joint ventures.
2. **Refusal to Comply With Substance Abuse Policy**  
Any employee who refuses to submit a urine or blood sample for testing under this Policy, will be treated as a positive drug test. Any employee who refuses to execute the necessary paperwork, or who fails to disclose ingested drugs, or who refuses to cooperate with a search, or otherwise fails to cooperate with the Substance Abuse Policy will be treated as a positive drug test.

# EXHIBIT G

## SPECIAL CONDITIONS

**A. PROJECT ADMINISTRATION – The following section applies to Subcontracts and Purchase Orders.**

1. Drawings and Specifications - Subcontractor/Vendor shall be responsible for purchasing his own drawings and specifications for the entire duration of this project. All Contract Documents shall remain the property of the Owner.
2. Digital Data Exchange - It is agreed that although digital drawing and or model files (e.g. CAD, BIM, other) may have been provided or made available to the Subcontractor/Vendor, the provision of such files includes no express or implied warranty of these file's accuracy, completeness, suitability, or interoperability. Digital files, if any, are provided for convenience only, as supplemental information, and are not part of the Contract Documents. Receiver of digital data indemnifies and holds author of the data, transmitter of the data, Contractor and Owner harmless against claims, losses or damages resulting from use of digital data transmitted, and agrees to keep digital data confidential for the use of project participants only. The responsibility for quantification, scope, and obtaining current, correct and complete data is the Subcontractor's/Vendor's and shall be obtained through the use of the Contract Documents. Ownership of the electronic data is retained by the author. Subcontractor/Vendor will sign any additional waivers required for the use of the electronic files. Author and transmitter of the digital data grant nonexclusive limited license for data use for this project only, and warrants that author is copyright owner. Author retains rights to the data and does not convey or assign these rights to any party by allowing its use or transmission. In the event the Contractor executes a CADD, BIM, or other electronic waiver for purposes of obtaining electronic files, Subcontractor/ Vendor agrees to be bound by the same terms as agreed to by Contractor.
3. Job Mailboxes/Postage - Mailboxes will be provided at the Contractor's job site office for each Subcontractor/Vendor. Subcontractors/Vendors are responsible for monitoring their mailbox on a daily basis. Failure to monitor mailboxes may result in delay of progress payment. If critical items, including but not limited to, submittals, drawings, samples, etc., cannot be picked up at the job site mailbox on a daily basis, all such items which the Subcontractor/Vendor requests, or which the schedule requires, shall be "express" mailed at the expense of the Subcontractor/Vendor. Subcontractor/Vendor shall be responsible for all related non-regular mail postage (overnight, express, special handling, etc).
4. Submittals - Subcontractor/Vendor is required to submit two (2) copies, and one reproducible sepia, and one (1) electric copy of each shop drawing, two (2) copies of product data, one (1) electric copy and six (6) copies of samples for approval by the Architect and/or Owner unless notified in writing to the contrary by the Contractor. Within three (3) days after return of each submittal, Subcontractor/Vendor is responsible for returning copies of as many sets of submittals as required by Contractor for record & coordination purposes. Contractor's review of shop drawings, cuts, samples and material lists is only for the convenience of the Owner in following the work and shall not relieve the Subcontractor/Vendor from responsibility for any deviations from the requirements of the Contract Documents.
5. Project Coordination Meetings – Subcontractor/Vendor understands that the Contractor will conduct weekly project coordination meetings, special coordination meetings and weekly safety meetings through the course of the project, and agrees to attend these meetings as directed by the Contractor with individuals capable of providing reliable information and maintaining schedule and safety commitments. Failure to attend these meetings may result in delay of payment to Subcontractor/Vendor. The Contractor reserves the right to exercise a \$200 fine for each occasion in which the Subcontractor/Vendor fails to comply with this requirement.
6. Payment of Stored Materials - If the Owner agrees to pay for stored materials, the following shall be required for making payment for materials stored off the project site:
  - A. Each item of storage must be approved at least 10 days prior to the submission of an application for payment covering such stored materials. Fabrication of the material, for which payment is being requested, must be completed prior to the Subcontractor's/Vendor's submission of the billing for the period in which payment is requested.
  - B. A Bill of Sale naming UNC - Charlotte as Owner of the materials must accompany the application for payment.

**A. PROJECT ADMINISTRATION** (Continued)

- C. An insurance certificate that clearly identifies the UNC - Charlotte and Holder Construction Group, LLC as “loss payees”. Such certificate material as covered and which protects the interest of UNC - Charlotte and Holder Construction Group, LLC must accompany the application for payment. This insurance certificate must also provide “in transit” coverage during transport to the job site.
  - D. The goods shall be specifically identified to the project and segregated from the rest of the Seller’s inventory.
  - E. The materials should be securely stored safely from theft, damage, deterioration from weather, etc.
  - F. Documentation may be required to validate the value of the stored material.
7. Lien Releases – Subcontractor/Vendor will be required to supply lien releases for all suppliers and sub-subcontractors with Subcontractor/Vendor billing. If this process is not completed, Subcontractor’s/Vendor’s billing will not be submitted to the Owner for payment. Furthermore, Subcontractor/Vendor agrees to provide state specific statutory lien releases, if applicable.
8. Contract Documents - If any item or material shown on the Drawings is omitted from the Specifications, or vice-versa (except when the Drawings and Specifications clearly exclude such omitted item), and when such item or material is clearly required to complete the detail shown or specified, the Subcontractor/Vendor shall furnish and/or install such item or material of the type, quality, and quantity established by the balance of the detail shown and specified. Also, if there is any conflict as to the quality and quantity of material or the level of service, the Subcontractor/Vendor shall provide the greater quantity or better quality of materials and the highest level of service.
9. Notification of Changes - It is expressly agreed that Subcontractor/Vendor will notify Contractor in writing within five (5) days of occurrence of any event or first observance of any differing site condition considered to be a change to the contract prior to proceeding with said work. Detailed supporting information concerning said change must be submitted in writing within ten (10) days of original notice. Failure to notify the Contractor as stated above shall indicate a waiver of Subcontractor’s/Vendor’s request for additional monies or schedule impacts due for said work.
10. Revised Contract Documents - It is the responsibility of Subcontractor/Vendor to review revised Contract Documents and respond in writing within five (5) calendar days after receipt of written notice concerning changes in the scope of work, if any, with the corresponding, pricing and schedule impacts. Furthermore, Subcontractor/Vendor agrees to provide a pricing summary with detailed backup indicating all applicable quantities, labor and/or material breakdowns, time sheets, certified payroll and unit costs as well as internal invoices, for all requests for additional compensation. This summary shall be in accordance with the project standard, a sample of which will be provided by the Contractor upon request. In addition, it is specifically agreed and understood that the following items are included in the allowable overhead/profit mark up: salaried supervision, small tools (excluding had tools), engineering/drafting (except for revisions to engineering and drafting) and all other general office expenses. Subcontractor/Vendor are responsible for purchasing all document revisions. Costs associated with documents can be submitted as part of the revision costs. Failure to respond to revised documents relating to this Subcontractor/Vendor may result in delay of payment to the Subcontractor/Vendor or, at the Contractor’s discretion, may be deemed acceptable by Subcontractor/Vendor as a no cost or time change. For any change that may affect the schedule, Subcontractor/Vendor is to include all overtime and other associated costs as to eliminate any potential schedule impact.
11. Overhead and Profit Disclosures for Changes in the Work - For changes requiring an increase in the Subcontract/Purchase Order Sum, the maximum percentage allowed for overhead and profit combined permitted for the person or entity which performs the Work required by each such change shall not exceed 15% of net cost of the work. The maximum percentage allowed of overhead and profit combined permitted for persons or entities not performing the Work but through whom the cost of each such change must pass before it is received by the Subcontractor/Vendor shall not exceed 10% of net cost of the work, with no more than two such allowances being permitted for each such change. The maximum percentage allowed for overhead and profit combined permitted the Subcontractor/Vendor when the Work required by each such change is performed by Sub-subcontractor or other person or entity shall be 5%. In the case of deductible change orders, the Subcontractor/Vendor shall include no less than 5% profit, but no allowances for overhead. It is agreed and understood that the Owner Contract takes precedence over this paragraph if the requirements are more stringent.

A. **PROJECT ADMINISTRATION** (Continued)

12. Change Orders – In the event that changes occur to the project, work associated with change orders shall not be billed unless a change order has been executed. In addition, the Schedule of Values associated with these change orders shall be itemized to the level of detail shown on the change order. Subcontractor/Vendor also understands and agrees that the following verbiage will be added to each interim change order and agrees to sign each change order containing such verbiage: “This Subcontractor/Vendor hereby agrees that this Change Order includes all work in accordance with the Contract Documents through the latest revision as listed in the Exhibit E referenced in this Change Order. This Subcontractor/Vendor agrees that this Change Order incorporates any changes or clarifications made by Request for Information(s) through the date of this Change Order, all returned submittals to date and the Subcontractor Schedule (DATED XXX AND ATTACHED TO THIS CHANGE ORDER) and/or Detailed Look Ahead Schedule issued through the date of this Change Order. This Subcontractor/Vendor also hereby agrees that the Subcontract/Purchase Order change amount under this Change Order constitutes payment in full for the work covered by this Change Order and for work through, including, without limitation, all direct costs, indirect costs, overhead costs, general and administrative costs, profit and all changes and effects (direct, indirect, consequential, including impacts and ripple effect) of the work covered by this Change Order and work through the date of this Change Order. The above referenced Subcontract/Purchase Order, except as duly modified by all previous Change Orders, if any, shall remain in full force and effect. It is agreed and understood that all requests for Change Orders, Field Work Orders, or other claims for additional compensation by this Subcontractor/Vendor through the date of this Change Order have been resolved to the satisfaction of this Subcontractor/Vendor.”
13. Project Reports – Subcontractor/Vendor shall be responsible for submitting weekly reports and logs to Contractor, including, but not limited to, cost change logs, material status/delivery logs, submittal and RFI logs, closeout material log, detailed look-ahead schedule, manpower projections, as required by Contractor. Failure to provide these reports shall result in a delay of progress payments.
14. Close Out Submittals - It is agreed and understood that close out submittals such as Warranty forms, Operations and Maintenance Manuals, final insurance forms, etc. are a portion of the work to be completed under this Subcontract/Purchase Order and that Contractor will require closeout submittals be itemized on the schedule of values for a value as follows: For Subcontracts/Purchase Orders up to \$5,000,000 value shall be 2% of the Subcontract/Purchase Order amount and for Subcontracts/Purchase Orders greater than \$5,000,000 value shall be \$100,000 or 1% of the Subcontract/Purchase Order amount, whichever is greater. It is agreed and understood that these documents will be provided and returned in both hard copy and electronic format dictated by Contractor. Subcontractor/Vendor can bill for the Close Out Submittals once close out submittals have been submitted and approved. In no case shall Subcontractor/Vendor submit any closeout submittals less than 20 days prior to substantial completion.
15. Punch List - It is agreed and understood that, upon delivery of a "pre-punch" list by Contractor and later a punch list by Architect and/or Owner, Subcontractor shall provide a "punch list crew" to address open items and shall staff this crew with a sufficient number of persons to complete all punch list items in a timely manner. This "punch list crew" shall not reduce Subcontractor's production work force and shall have its own supervision. Supervision shall be competent and familiar with the project and is subject to approval by Contractor. Subcontractor's punch list supervision shall report progress being made on punch list items to Contractor on a daily basis. Completion of punch list work shall not slow Subcontractor's progress on any other Project work. It is further agreed that punch list items shall not be considered complete until approved/accepted by the Architect and/or Owner and that Contractor's inspection and sign-off of any punch list item is provided as a courtesy and is not an indication of final acceptance. Furthermore, Subcontractor/ Vendor shall notify Contractor, within 5 days of receipt of punch list, of any punch list item that is considered an addition of scope to the Subcontractor/Vendor as well as any punch list item that is incorrectly assigned to this Subcontractor/Vendor. Failure to provide notice as described herein shall indicate acceptance of punch list items by Subcontractor/Vendor and a waiver of Subcontractor's/Vendor's request for additional monies for said work.
16. Indemnification Requirements – Subcontractor/Vendor assumes the same indemnification requirements toward the Owner as does the Contractor and will be required to incorporate the same indemnification requirements into all second tier subcontracts/purchase orders.

A. **PROJECT ADMINISTRATION** (Continued)

17. Warranties – Subcontractor/Vendor agrees to following warranty terms and that all warranties commence on the date of Project Substantial Completion. Subcontractor/ Vendor shall warrant that all labor and/or materials furnished and/or work performed in conjunction with the above referenced project for this Subcontractor's/Vendor's scope of work are in accordance with the Contract Documents including owner contract and authorized modifications thereto, and will be free from defects due to defective materials and/or workmanship for a period of one (1) year from Date of Substantial Completion, applicable state law, or as specifically identified in the Contract Documents whichever is longer. Should any defect develop during the warranty period, as defined above due to improper materials and/or, workmanship or arrangement, the same, including adjacent work displaced, shall be corrected to an acceptable condition, in working order consistent with the design, intent, and documents, which is satisfactory to the Owner, Contractor, A/E, Regulatory Official, and Manufacturer. Correction shall be made to like new condition, and shall include any costs of temporary, protective or associated measures that may be required to minimize impact on the Owner's facility and maintain continued operations. The Owner or Contractor shall give Subcontractor/Vendor written notice of defective work. Should Subcontractor/Vendor fail to correct defective work (or commence correction for longer duration items not possible to complete) within five (5) working days after receiving written notice, the Owner or Contractor may, at their option, correct the defects and charge Subcontractor/Vendor costs for such correction. Subcontractor/Vendor agrees to pay such charges immediately upon demand. Work that the Owner or Contractor deems to be a critical or a life safety issue is to be given immediate attention 7 days/week, 24 hours/day.
18. Records; Audits - All records pertaining to the subject project must be maintained and made available for auditing purposes for a period of six (6) years after the receipt of final payment.
19. Discounts, Rebates and Refunds - Cash discounts obtained on payments made by the Subcontractor/Vendor shall accrue to the Contractor if: (1) before making the payment, the Subcontractor/Vendor included them in an Application for Payment and received payment therefore from the Contractor, or (2) the Contractor has deposited funds with the Subcontractor/Vendor with which to make payments; otherwise, cash discounts shall accrue to the Subcontractor/Vendor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Contractor, and the Subcontractor/Vendor shall make provisions so that they can be secured.
20. Permits/Fees/Inspections – Subcontractor/Vendor shall be responsible for the cost of and securing of all necessary permits, licenses, fees and approvals, etc. from the required officials/municipalities etc., for the scope of this Subcontract/Purchase Order prior to commencement of the work. Subcontractor shall be responsible for scheduling and coordinating inspections on site, providing inspection reports, tracking of all inspections/permits, and continually updating Contractor on status of permits.
21. Payment to 2nd Tier Subcontractors/Vendors – Subcontractor/Vendor shall promptly pay each 2nd tier subcontractor, vendor or material supplier, within seven (7) days after receipt of payment from the Contractor, out of the amount paid to the Subcontractor/Vendor on account of such 2nd tier subcontractor's, vendor's or material supplier's portion of the Work, the amount to which said 2nd tier subcontractor, vendor or material supplier is entitled, reflecting percentages actually retained from payments to the Subcontractor/Vendor on account of such 2nd tier subcontractor's portion of the Work. Subcontractor/Vendor shall, by appropriate agreement with each 2nd tier subcontractor, vendor or material supplier, require each 2nd tier subcontractor to make payments to Sub-subcontractors in similar manner.
22. Market Impacts – Subcontractor has fully investigated, is fully familiar with, and has taken into account material costs and availability, shipping, and other related charges, and all other aspects of the raw material and fabricated material markets relating to the obligations of this Subcontractor/Purchase Order, and can perform the obligations of this Subcontract for the price and within the time set forth herein.
23. Electronic Funds Transfer – Subcontractor/Vendor will be paid by electronic funds transfer (EFT), unless Contractor elects otherwise. Subcontractor/Vendor will be responsible for completing the EFT Maintenance Form, available on the project FTP site, prior to any payments being made.

**B. CONSTRUCTION COORDINATION – The following section applies to Subcontracts only.**

1. Responsibility for Work - Subcontractor hereby assumes the entire responsibility and liability for all work, supervision, labor and materials provided hereunder, whether or not erected in place, and for all scaffolding, tools, equipment, temporary supports, supplies and other things provided by Subcontractor until final acceptance of the work by Owner. In the event of any loss, damage or destruction thereof from any cause, Subcontractor shall be liable therefore, and shall repair, rebuild and made good said loss, damage or destruction at Subcontractor's cost. In addition, all costs for retesting, including access, as a result of deficient work provided by Subcontractor and identified by the responsible testing agency, shall be the responsibility of Subcontractor. Furthermore, all security required for Subcontractor's materials shall be the responsibility of Subcontractor, including temporary partitions, doors, hardware, etc., if required.
2. Protection - Subcontractor agrees to furnish, install, and remove the necessary protection of its work as required to ensure that the materials provided under this Subcontract are protected and delivered in a clean condition acceptable to the Architect, Owner and Contractor. This also includes protecting any adjacent materials during installation of Subcontractor's work. In addition, Subcontractor shall be responsible for all required construction cleaning, as required by the Contractor, of its materials until the date of substantial completion of the project. Subcontractor acknowledges that the responsible subcontractor for some damages may not be decisively determined or may be the result of the actions of several subcontractors, therefore it is agreed and understood that the costs for damages incurred shall be distributed to any Subcontractors that may have contributed to said damage.
3. Quality Assurance – Subcontractor agrees to provide a written Quality Assurance Program specific to this project within ten (10) working days prior to mobilization on site. Subcontractor further agrees to utilize Quality Checklists and Pre-Task Planning Cards to review and assure its work is in compliance with the Contract Documents. Examples of Quality Checklists can be provided by Contractor upon request. Furthermore, Subcontractor agrees to inspect and pre-punch its work on an on-going basis to minimize punch list. Subcontractor shall provide a copy of its written pre-punch list at Contractor's request.
4. Site Inspection - By execution of this agreement, Subcontractor acknowledges that it has inspected the project site, has become familiar with the site limitations and the conditions under which the work will be performed and has made all allowances for such conditions.
5. Daily Reports - Each Subcontractor is responsible for turning in daily reports by 9:00 A.M. each morning following the performance of work. Failure to do so may result in delay of progress payment and/or a fine of \$200 per day.
6. Receipt of Materials - Subcontractor shall be responsible for receiving, unloading, distributing, stockpiling, etc. all materials erected/installed by Subcontractor. All materials supplied by other subcontractors/vendors and installed by this Subcontractor shall be inspected by Subcontractor and the Contractor notified in writing of all deficiencies within twenty-four (24) hours of delivery. Failure to provide such lists shall deem Subcontractor responsible for all costs associated with replacement materials and repairs necessary to maintain the project schedule.
7. Time and Material Work - It is expressly agreed that any work performed on a time and material basis will be signed by the Contractor's superintendent or Project Manager on a daily basis. The Contractor's signature is not an approval of adjustment to the contract value or acceptance of the work, but only verification that the work described on the ticket was performed. It is specifically agreed that the Contractor has the right to direct the Subcontractor to perform work on a time and materials basis and that such direction must be followed. A written request for change order must be submitted with five (5) calendar days of performance of any time and material work. Failure to submit a written request for change order within the specified period shall imply agreement that the work is not in addition to the scope which is outlined in the attached Subcontract Agreement. Signed tickets are not considered written requests for change orders.
8. As-Built Drawings - Subcontractor is responsible for maintaining current project as-built drawings on a day-to-day basis. Monthly submission of these as-built drawings will be required as a condition of progress payments. It is agreed and understood that these documents will be provided and returned in both hard copy and electronic format dictated by Contractor.

**B. CONSTRUCTION COORDINATION** (Continued)

9. Preparation/Clean of Substrates - Subcontractor is responsible for cleaning and preparing all substrates in accordance with the Contract Documents for a warranted and aesthetically acceptable installation of Subcontractor's work.
10. Mockups – Subcontractor shall be responsible for all mockups as required by the Contract Documents and as necessary to establish a level of quality and workmanship as directed by Contractor.
11. Caulking/Sealants - Subcontractor is responsible for all caulking and sealants adjacent to or within Subcontractor's scope of work.
12. Maintenance – Subcontractor shall include proper maintenance and operation of systems until date of Substantial Completion, as well as service through warranty period as specified.
13. Firestop Penetrations - It is the responsibility of each Subcontractor to firestop, as required, any penetrations through rated assemblies necessitated by its work, and to return those assemblies to the required fire rating. Prior to beginning work, Subcontractor must submit details of firestopping assemblies for approval by the Architect and Contractor.
14. Fireproofing - Subcontractor shall be responsible for all damaged fireproofing caused by the installation of this Subcontractor's work. Repaired/patched spray fireproofing shall restore the fireproofing to the original level of protection and shall be installed by the spray fireproofing subcontractor to assure a complete, seamless spray fireproofing warranty for the Owner. Subcontractor shall immediately clean up and dispose of removed spray fireproofing.
15. Miscellaneous Support – Subcontractor shall be responsible for providing any miscellaneous support required to install its scope of work. Subcontractor shall provide miscellaneous support if shown or required by the Contract Documents or is shown or required by the manufacturer of the Subcontractor's equipment and/or materials.
16. Coring/Sleeves – Subcontractor shall be responsible for coring and sleeving all materials required to install the work. All coring shall be approved in advance by the Engineer of Record.
17. LEAN Construction - Contractor may implement LEAN principals on the Project. Subcontractor/Vendor agrees to participate in all LEAN programs and meetings, including but not limited to, planning meetings, schedule meetings, work plans, etc. and ensure attendance by all required personnel to all planning and review meetings.
18. Ice and Water – Contractor may supply ice and water. Subcontractor is responsible for furnishing cups, coolers, and replenishing the coolers for its employees.

**C. RULES OF THE SITE – The following section applies to Subcontracts only, unless otherwise specified.**

1. Rules of the Site - Subcontractor/Vendor shall abide by "The Rules of the Site" which will be posted on the job site. Failure to abide by these rules may result in dismissal of Subcontractor's employees from the site and/or default of any Subcontract.
2. Employee Parking Not Provided by Contractor - The Contractor will not provide an employee parking area on the job site during the construction of the Project. All Subcontractors/Vendors will be responsible for providing adequate off-site parking and transportation if required. Parking for Subcontractor vehicles will be available at Starlight Cinema which is located on Hwy 29. Subcontractor/Vendor will be responsible for shuttling personnel to and from parking lot. Subcontractors/Vendors shall coordinate with Contractor for parking permits and requirements. All vehicles will be subject to towing at the expense of the related Subcontractor/Vendor or personnel. Subcontractor/Vendor shall restrict jobsite personnel from parking in adjacent neighborhoods.
3. Job Site Deliveries – All deliveries to the jobsite shall be schedule between 7:30 AM and 3:00 PM. Deliveries will not be accepted that arrive before or after this timeframe. Deliveries arriving after this timeframe will be unloaded the following workday. All deliveries shall be coordinated with the project superintendent a minimum of 72 hours prior to scheduled delivery. Unscheduled deliveries may be refused by Contractor. Subcontractor shall not receive schedule relief in the event of refused, unscheduled deliveries. It is agreed and understood that at Contractor's sole discretion and as permitted by those having jurisdiction, some deliveries may be



**C. RULES OF THE SITE.** (Continued)

- required to be made before or after normal work hours, including, but not limited to, structural steel, reinforcing steel, concrete, masonry, and equipment. These deliveries shall be coordinated at no additional cost to Owner or Contractor.
4. Temporary Facilities/Storage - Subcontractor acknowledges that on-site space is limited. Subcontractor on-site trailers will not be allowed. It is agreed and understood that the Contractor will not allow on-site storage of materials. Furthermore, Subcontractor is responsible for all temporary facilities required during the performance of the work, including generators if temporary power is not available and temporary lighting if required. Temporary toilets are the sole facility to be provided by the Contractor. Any relocating of stored materials or other equipment required for job coordination shall be at Subcontractor's expense.
  5. Communication - Prior to mobilization, Subcontractor shall provide and monitor a minimum of one radio that is compatible to the Contractor's radio. This radio must be monitored full-time by a superintendent or foreman on the construction site. Failure to do so may result in delay of progress payment. One may be provided to Subcontractor at a cost of \$1,000.
  6. Dumpster - Use of on-site dumpsters shall be limited to general construction debris. No hazardous material shall be placed in dumpsters (each trade is responsible for the proper removal, disposal and fees associated with disposal of any hazardous materials per OSHA and EPA). No site work debris including earth, vegetation, trees, etc., shall be placed in the dumpsters and no debris resulting from faulty or deficient material, equipment or workmanship shall be placed in dumpster (cost for such removal shall be the responsibility of the faulty or deficient party).
  7. Dust Control - Subcontractor shall be responsible for controlling dirt and the dust in his work area and generated from the performance of its work. This includes sweeping and removal of related dirt and dust from roads/paved surfaces and building interiors. This also includes supplying and applying adequate water or other dust suppression methods, as approved by Contractor, to control dust from operations related to this Subcontract. Subcontractor furthermore agrees to strictly adhere to all State, County, and City dust control regulations. Any dust control violations and/or fines issued by any jurisdictional authority that are a direct or indirect result of this Subcontractor's work activities shall be borne and paid for by this Subcontractor.
  8. On-Site Welding - No electric welders will be allowed on-site unless power is supplied through generators supplied by the Subcontractor using the welder.
  9. Temporary Lighting - Subcontractor is responsible for providing any additional temporary lighting necessary for the proper installation of Subcontractor's scope of work.
  10. Temporary Power - If Subcontractor requires more temporary power than is available, the Subcontractor is responsible for providing generators to meet its power requirements.
  11. Access - If Subcontractor requires more access than is available, the Subcontractor is responsible for providing and removing the necessary means (i.e. fill dirt, stone, wood planks) to properly install its work. Furthermore, Subcontractor is responsible for providing access to this scope of work for inspectors and testing agencies.
  12. Traffic Control - Subcontractor/Vendor shall be responsible for all traffic control; including permits, signage, barricades and flagmen required to install or provide its work and material.
  13. Snow/Ice Removal - Contractor shall provide snow and ice removal for jobsite access only. Snow removal at specific work areas shall be the responsibility of the Subcontractor(s) working in that area.
  14. Wash Down - Subcontractor/Vendor shall be responsible for the wash down of tires of all its own Subcontractors/Suppliers/Vendors vehicles prior to exiting site in an area designated by Contractor. Furthermore, Subcontractor/Vendor shall be responsible for street cleaning if wash down is not properly done on site and will be required to provide erosion control measures as necessary to protect existing storm drainage.
  15. Workmen's Conduct
    - A. Subcontractors shall be responsible for all actions of its subcontractors, vendors, employees, agents and visitors while on-site.
    - B. It will be the responsibility of Subcontractor to enforce these regulations with immediate corrective measures on a day-to-day basis and/or in response to specific complaints from the Owner or Contractor or other subcontractors.

**C. RULES OF THE SITE** (Continued)

Contractor or other subcontractors.

- C. Subcontractor will promptly remove from the site any employee deemed abusive or inappropriate upon Owner's or Contractor's verbal or written request.
  - D. Once finish products are installed, all workers will be prohibited from smoking and use of tobacco products within the building.
16. Work Area and Field Office
- A. All tools, equipment, material and temporary facilities are to be stored and remain within the work area or as so directed by the Project Superintendent.
  - B. Open fires and burning rubbish is strictly prohibited.
  - C. Subcontractor, including its employees, agents, vendors and visitors are to restrict themselves to within the project site (work area).
  - D. Access to the building must be coordinated a minimum of seventy-two (72) hours in advance with Contractor. All employees entering the project must be registered with Contractor.
  - E. All on-site and off-site Subcontractor personnel shall refrain from having their phone messages directed through Contractor's field office.

**D. STATE SPECIFIC SUBCONTRACT AMENDMENTS – It is agreed and understood that the following Subcontract language modifications shall apply for this project:**

**North Carolina**

- 1. Section 3 - Subcontract Sum – After the second sentence insert “to the extent that Contractor is paid by Owner in a timely manner per the terms and conditions of Contractor's agreement with Owner. However, if Owner fails to make payment to Contractor, through no fault of Subcontractor, Contractor shall be obligated to pay Subcontractor within 90 days of the due date of Owner payment to Contractor, provided that all terms and conditions of the Subcontract Agreement have been complied with by Subcontractor.”
- 2. Section 3 - Subcontract Sum – Delete the existing third, fourth, and fifth sentences.
- 3. Section 4 – Payment Agreement, Progress Payments, Item A – Add the language per Item D1 above to the end of Item 4A, Progress Payments.
- 4. Section 4 – Payment Agreement, Final Payment, Item A – After “payment from Owner” add the language per Item D1 above.
- 5. Section 22 - Dispute Resolution – Change all references to “Atlanta”, “Cobb County”, and “Georgia” to “North Carolina”.

**E. BUILDING INFORMATION MODELING AND INFORMATION EXCHANGE**

- 1. Purpose and Intent
  - a. Prepare digital, object based 3D computer models to depict, inform and coordinate with building systems within your own discipline, and those of others. Include major equipment, access zones, equipment rooms, systems and routing for underground, under floor, overhead, shafts, ceilings, walls and other areas to produce coordinated, collision-free systems, reduce change orders, rework and delays.
- 2. Model Scope and Content

**E. BUILDING INFORMATION MODELING AND INFORMATION EXCHANGE** (Continued)

- a. Model any MEP&FP systems, utility duct banks (including JEMC duct banks), major equipment including equipment purchased by GC and / or Owner, and systems routing for individual MEP, fire protection, BMS, Security, low voltage, EPMS, etc. systems of all sizes (including less than 1”). This includes site utilities (proposed & existing), topography (including existing & proposed grading),

structural systems, partitions, building envelope, existing MEP systems, lighting, equipment, etc. necessary for coordination, collision detection, quality acceptance, etc.

- b. Model all systems to scale, and in correct, relative position showing critical flanges, connections, supports, access panels, interfaces with other trades, required clearances, access zones, sleeve locations, insulation, no fly zones, and all additional critical scopes. Provide Level of Development, per the current AIA E202 document (Building Information Modeling Protocol Exhibit) applicable to the project phase per industry practice. It is agreed and understood that if required, Trade Contractors may be required to divide, organize and manage 3D models by zone, area, or floor to minimize file sizes depending on unique project requirements.

3. Services

- a. Provide services to create digital model, share models and files and provide design coordination and assistance. Share 2D and 3D files for your work with others. Accept model files created by others (e.g. architectural, structural, MEP, etc.) for use in coordinating your work and for coordinating your work with others. Provide quantities and manufacturers' technical data in electronic form or linked to model as attributes where appropriate. Participate in the BIM kick-off meeting and adhere to the project's Technical Kick-off Package & Standards which defines coordination expectations, information exchange protocol, model origin definition, file naming conventions etc. Contribute to the development of an integrated BIM Execution Plan for progress models for your work, in coordination with others, to be integrated into the Overall Project Schedule. Provide in-progress models for use and sharing by the team. Attend all coordination and collision detection meetings. Incorporate changes to your model resulting from coordination, collision detection and value analysis to provide updated models at periodic intervals. Provide a modeling and coordination staff that will be assigned to the project with the appropriate skill set and capacity to support modeling needs per the project schedule. Where required to support project needs, provide phased views of the model, showing work accomplished in sections, sequences or phases. If modeling is subcontracted, the party must be approved by the Contractor.

4. Coordination

- a. All coordination and collision avoidance shall be done with quality of the utmost importance. Subcontractor shall coordinate and resolve any and all conflicts with other trades to the satisfaction of Contractor, Designer, Owner and Development Manager. Each individual trade contractor's model shall then be supplied to the mechanical contractor for comprehensive model clash detection and comparison among all trades. Subcontractor shall relocate or reroute all work not coordinated and/or accepted at no additional cost to the Owner or Contractor. This includes any work installed, that was previously coordinated but fails to meet the quality expectations of the Contractor, Designer, Owner and Development Manager. Subcontractor shall meet all requirements set forth herein or identified at a later date to facilitate an efficient coordination and quality acceptance process.
- b. Provide coordination and layout of all raceways within the masonry and drywall walls. This includes coordination on drawings and in the field with the trade contractors to ensure no conduit is surface mounted, all penetrations are coordinated and all device placement is coordinated.
- c. Provide coordination and layout to ensure that no access panels are required.

**E. BUILDING INFORMATION MODELING AND INFORMATION EXCHANGE** (Continued)

- a. Provide coordination and layout to ensure that double offsets are not used as an acceptable solution to a collision.
  - b. Subcontractor is responsible for coordination with other trades to meet the project schedule.
  - c. All subcontractors are responsible for coordinating, furnishing, and installing all sleeves/block-outs or other means to allow for the penetration through other Subcontractor's work including, but not limited to, all concrete & drywall walls and/or floors, shoring systems and roofing materials.
  
  - d. All penetrations through existing structure, roof, walls, etc. must be approved by HCC prior to penetration.
5. Schedule
- a. Provide in-progress models, shop drawings - early and weekly, quality control drawings and device placement coordination drawings as required to support the project schedule, to be integrated with composite model by others, for use in design assist, coordination, collision detection, and quality acceptance.
6. Format and Deliverables
- a. Provide electronic digital object-based model(s) (in format such as Revit, ArchiCad, or other similar program) capable of being integrated and incorporated into Navisworks, current version. Trade Contactor running comprehensive model clash detection and comparison shall lease, purchase or have independent access to Navisworks Manage, or equivalent software, for use during coordination. Provide final deliverables in hard copy form and number as defined in the contract and in electronic form as stated in this section. Provide models using consistent layering and formatting related to systems layers, colors, line weights and types per industry standards or owner requirements. Provide latest version IFC (Industry Foundation Class) compliant models. Include manufacturers' geometric, physical, technical and maintenance data and other attributes in electronic form, linked to model where available.



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Low VOC Requirements



## Green Globes Submittal Requirements

### SITE DEVELOPMENT AREA

- |  |   |
|--|---|
| <b>Trades:</b><br>- Earthwork                            | <b>Site Disturbance and Erosion</b><br>- Implement and maintain erosion and dust control measures on the project.<br>- Provide electronic copies of all erosion control incident and inspection reports at end of project.  |
| <b>Trades:</b><br>- Concrete<br>- Hardscape<br>- Roofing | <b>Heat Island Effect</b><br>- Provide documentation showing the SRI value for each paving material to be installed on the project.<br>- Provide documentation stating the SRI value of all roofing materials.  |
| <b>Trades:</b><br>- Electrical                           | <b>Exterior Light Pollution</b><br>- Provide the following information for each exterior luminaire installed: Type; Site area to be illuminated by each; Installed LPD; Quantity of each installed; Initial lamp lumens per luminaire; and Initial lamp lumens above 90 degrees from nadir. |

### ENERGY

- |                           |   |
|---------------------------|---|
| <b>Trades:</b><br>- Glass | <b>Fenestration Systems</b> – Provide manufacturer’s documentation of the total U-factor for the glazing system that takes into account the frame as well as the glass component.   |
| <b>Trades:</b><br>- Glass | <b>Daylighting</b><br>- <u>All Projects</u> – Provide a listing of the following information regarding the glazing installed on the project: Area of side- and top-lighting glazing; and Visible light transmittance (T <sub>vis</sub> ) for each glazing type. |

### WATER

- |   |  |
|---|--|
| <b>Trades:</b><br>- Plumbing              | <b>Plumbing Fixtures and Fittings, Appliances and Equipment</b> – Provide product data sheets on each plumbing fixture stating the flow and/or flush-rate for that fixture.  |
| <b>Trades:</b><br>- Plumbing<br>- Cistern | <b>Alternate Sources of Water</b><br>- Provide product data sheets on each flush fixture stating the flush-rate for that fixture.<br>- Provide product information on any greywater system being installed on the project. |

### RESOURCES/ MATERIALS

- |  |  |
|--|--|
| <b>Trades:</b><br>- All Trades<br>Except MEP | <b>Materials Content Assemblies</b><br>- Provide a detailed and complete Exhibit A-1 on a monthly basis. |
| <b>Trades:</b><br>- All Trades<br>Except MEP | <b>Off-Site Salvaged Materials</b>   |



- Provide a detailed and complete Exhibit A-1 on a monthly basis.

## Green Globes Submittal Requirements

### RESOURCES/ MATERIALS (CONTINUED)

**Trades:**  
- All Subs

**Certification of Wood-Based Products** – Provide copies of wood invoices and certification documentation for permanently installed wood products on a monthly basis with pay application.

**Trades:**  
- Recycler  
- All Subs

#### Demolition and Construction Waste

- Comply with Holder’s Construction Waste Management Plan
- Provide ticket documentation on each type of waste recycled off-site by subcontractor that includes the quantity of each type of waste diverted and where it was taken.

### EMISSIONS

**Trades:**  
- Mechanical

**Cooling Equipment** – Provide data sheets on each type of HVAC equipment type and the refrigerants that they will utilize. This must include at a minimum, equipment type, number of units installed, size (tons), refrigerant, and refrigerant charge.

### INDOOR ENVIRONMENT

**Trades:**  
- Mechanical

**CO2 Sensing and Ventilation Control Equipment** – Provide product data for CO2 sensors and direct outdoor airflow monitors installed on the project.

**Trades:**  
- All Subs  
- Mechanical

#### Indoor Air Quality

- Comply with Holder’s Construction Indoor Air Quality Management Plan
- If installing filtration media provide a list of media installed during construction. Include the following information for each type of filtration media: Manufacturer, Model number, MERV rating, Date of change, and Location where each filter was installed.

**Trades:**  
- All Subs  
Doing Work on Building Interior

#### Source Control of Indoor Pollutants – Volatile Organic Compounds

- Comply with the Low-VOC Requirements outlined in this Exhibit L.
- Provide product documentation for each adhesive, sealant, paint, coating, flooring system, composite wood components, agrifiber components, and plastic laminate adhesives used on-site during the project.

**Trades:**  
- Electrical

#### Daylighting

- Provide product data on all lighting controls systems installed on the project.

**Trades:**  
- Mechanical

#### Thermal Control Zones

- Provide product data on all thermal comfort control systems installed on the project.



## Construction Waste Management Plan

**Project Location:**

**Designated Management Recycling Coordinator:**

**Designated Field Supervision Recycling Coordinator:**

### **Waste Management Project Goals:**

This project will recycle or salvage for reuse **95%**, by weight, of the waste generated on-site.

### **Plan Implementation:**

- Waste prevention and recycling activities will be discussed as needed, at trade kick-off, subcontractor coordination, and safety meetings.
- Each subcontractor will be expected to discuss recycling in their tool box meetings and make sure that all of their crews (including sub-tiers and vendors) comply with the Construction Waste Management Plan.
- Any subcontractor responsible for the removal of waste, such as demo, will be responsible for all necessary documentation, including weights, haul tickets, and final location of receiving agent.
- All recycling and trash containers will be clearly labeled. The field supervision recycling coordinator will monitor the on-site recycling stations. Subcontractors shall be responsible for all costs associated with resorting if improperly placed materials are not corrected within 48 hours.
- Hazardous waste shall be excluded from this plan and disposed of according to relevant regulations.

### **Expected Recyclable Project Waste, Disposal, and Handling:**

<b>Material</b>	<b>Disposal Method</b> (Salvage, Recycle, Dispose, Grind, etc.)	<b>Handling Procedures</b> (Container Type, other Instructions/Logistics)	<b>Recycler or Receiving Agent</b>
<b>Demolition Phase</b>			
Concrete / Masonry	Recycle/Grind	Concrete Dumpster (Demo metal & washout, rebar, ok)	Recycling Co./ Grinder
Asphalt	Recycle/Grind/Reuse	Concrete Dumpster or Grind/ Reuse On-site	Recycling Co./ Sitework Sub/ Grinder
Metal – All Types & Ballasts	Recycle	Metal Dumpster	Recycling Co.
Acoustical Ceiling Tile	Return to Manufacturer	ACT Pallet	Recycling Co. / Demo Sub
Carpet	Return to Manufacturer	Carpet Pallet	Recycling Co. / Demo Sub
Fluorescent Lamps	Return to Manufacturer	Lamp Boxes	Electrical Sub
<b>Construction Phase</b>			
Concrete / Masonry	Recycle	Concrete Dumpster (Demo metal & washout, rebar, ok)	Recycling Co.
Asphalt	Recycle	Concrete Dumpster	Recycling Co.
Metal	Recycle	Metal Dumpster	Recycling Co.
Copper	Recycle	Copper Dumpster	Recycling Co.
Clean Wood / ACT	Recycle	Wood Dumpster (No OSB)	Recycling Co.
Paper/Cardboard	Recycle	Paper/Cardboard Dumpster	Recycling Co.
Plastic	Recycle	Plastic Dumpster	Recycling Co.
Glass	Recycle	Glass Dumpster	Recycling Co.





Gypsum Board	Recycle	Gypsum Dumpster	Recycling Co.
Carpet	Recycle	Carpet Dumpster	Recycling Co.
Trash – General & Lunch	Dispose	Trash Dumpster	Landfill
	<b>Total # of Dumpsters</b>	<b>VARIES</b>	

**Sample Vendor Letter**

*To encourage supplier, vendor, and lower tier subcontractor participation in the project’s Construction Waste Management Plan, a letter similar to the format below may be sent to vendors, manufacturers, suppliers, distributors, etc. to identify the project’s overall diversion goal and best practices for minimizing the amount of waste diverted from landfills.*

XX/XX/XXXX (Date)

XXXXX (Subcontractor’s Company Name)

XXXXX (First and Last Name)

XXXXX (Company Street Address)

XXXXX (City, State and Zip Code)

Re: Project Name

Dear (XXXXX),

We are pleased that your XXXXX (product) will be used on our XXXXX (Project Name). We wanted to let you know about Holder Construction Company’s Waste Prevention/Recycling Program for this project. Our goal is to reduce our waste generated on-site by 95%. In order to meet this goal, we have asked for assistance from our whole team including vendors, suppliers, and manufacturers. In order to meet this goal, we have asked for assistance from our whole team, including vendors, suppliers, and manufacturers. Our team is committed to being a leader in waste reduction and resource efficiency.

Please let me know how your company will help our team to reach our zero waste goals. The following are a few action items your company might take to help support us in reaching our goals:

- Use minimal packaging, providing materials in bulk packaging, on pallets, in blankets, etc.
- Take back, for reuse or recycling, all packaging or pallets from your products.
- At a minimum, provide your product in easy to recycle packaging, such as cardboard, wood, or metal.
- Offer “just-in-time” delivery to minimize damage to materials during on-site storage.
- Provide information and support for accurate estimating.
- Take back all unused product.
- Provide your product in pre-cut sizes or pre-assembled for our project.
- Identify any recycled content in your product.
- Offer alternative products with recycled content.



I will call you next week to find out which waste prevention/recycling actions your company is considering for this project. Feel free to call me with comments or questions at (XXX) XXX-XXXX. Thank you for your time and effort. We look forward to working with your as part of our team of leaders committed to zero waste.

Sincerely,

XXXXXX (Subcontractor's Name)

### Construction IAQ Management Plan Requirements

#### **I. The Mechanical Subcontractor shall adhere to the following requirements:**

- a. All Air Handling Equipment must be protected from collecting water, dust, or pollutants at all times.
- b. All duct work shall be delivered with shrink wrapped ends.
- c. All HVAC equipment and materials stored on-site shall be stored horizontally on dunnage and covered with plastic when not in use.
- d. When the HVAC System is Operational:
  - i. When practical, operate all units with 100% outside air to positively charge the building.
  - ii. Furnish, install, and replace temporary filters with MERV 8 rating or greater at all return, relief, and outside air inlets to all air handling equipment to protect ductwork. Include at least one (1) replacement filter during construction and a final replacement filter at substantial completion.
  - iii. Seal all open ductwork in plastic for protection at the end of each work day.
  - iv. All ductwork, diffusers, and air handling units shall be visually inspected by HCC to ensure there is no particulate inside the system. If the system is deemed contaminated, it is the responsibility of the mechanical subcontractor to ensure removal of all dust and debris by qualified professionals.
  - v. For renovation projects, inspect all existing ductwork, diffusers, and air handling units to insure that there is no particulate inside the system prior to start-up of it. If the system is deemed contaminated, it is the responsibility of the Owner or Mechanical Subcontractor (to be specified in the Exhibit One or Contract Documents) to ensure removal of all dust and debris by qualified professionals.

#### **II. All Subcontractors shall adhere to the following requirements:**

- a. Utilize low emitting caulks, paints, adhesives, sealants, composite woods and other materials as outlined in the Low VOC Requirements.
- b. Coordinate with Holder for delivery of materials to the site and unpacking to minimize the off-gassing of materials inside the building. Materials may only be off-gassed in designated areas.
- c. Storage of construction products and waste materials in the mechanical rooms is prohibited.
- d. Utilize bottled gas in lieu of diesel for all fuel-powered equipment.
- e. Close all containers of wet products (paint, adhesives, etc.) when not in use to prevent VOC emissions.
- f. Provide direct ventilation/exhaust for all pollution sources inside the building to the outside by portable fan. Ensure any emissions outside are in compliance with local regulations and directed away from air intakes. Utilize a portable air cleaner if other source control methods are not feasible.
- g. Utilize temporary barriers such as dust curtains or plastic sheeting in heavy construction areas to prevent unwanted airflow into clean or finished areas.
- h. Dust and odor producing exterior activities shall be kept away from air intakes. High emitting activities such as roofing or asphalt paving may require nearby intake dampers to be temporarily closed. Coordinate with Holder prior to start of work.



- i. Immediately clean up any accumulated water, spills, or excess applications to discourage growth of mold or bacteria.
- j. Protect porous building materials from exposure to moisture and store in a clean area on pallets prior to un-packaging for installation. Any material damaged by moisture will be rejected.
- k. Utilize sweeping compounds to contain dust during cleanup. When required, the use of vacuums with HEPA filters will be used. Follow Holder’s Green Cleaning Policy while on-site.
- l. Coordinate any indoor high pollutant activities with Holder prior to start of work.

### Low VOC Requirements

The following requirements will be met in order to reduce the quantity of indoor air contaminants that are odorous, irritating, and/or harmful to the comfort and well-being of installers and occupants.

\*Notify Holder of conflicts between Low VOC Requirements and those outlined in the Contract Documents.

**For interior applications, defined as inside of the weatherproofing barrier and applied on-site, use adhesives and sealants that comply with the following limits for VOC content:**

<b>Adhesives – Architectural Applications</b>			
Indoor Carpet/ Carpet Pad Adhesives	50 g/L	Cove Base Adhesives	50 g/L
Wood Flooring Adhesives	100 g/L	Multipurpose Construction Adhesives	70 g/L
Rubber Flooring Adhesives	60 g/L	Structural Glazing Adhesives	100 g/L
Subfloor Adhesives	50 g/L	Single Ply Roof Membrane Adhesive	250 g/L
Ceramic Tile Adhesives	65 g/L	Complies with CRI Adhesive Policy & Procedure Manual	
VCT/ Asphalt Tile Adhesives	50 g/L	Complies with EcoLogo Standard CCD-046	
Drywall Panel Adhesives	50 g/L	Complies with Green Seal GS-36 Standard	
<b>Adhesives – Substrates</b>			
Metal to Metal Adhesives	30 g/L	Fiberglass	80 g/L
Plastic Foams	50 g/L	Complies with CRI Adhesive Policy & Procedure Manual	
Porous Materials (Except Wood)	50 g/L	Complies with EcoLogo Standard CCD-046	
Wood	30 g/L	Complies with Green Seal GS-36 Standard	
<b>Adhesives – Specialty</b>			
PVC Welding	510 g/L	Contact Adhesive	80 g/L
CPVC Welding	490 g/L	Special Purpose Contact Adhesive	250 g/L
ABS Welding	325 g/L	Complies with CRI Adhesive Policy & Procedure Manual	
Plastic Cement Welding	250 g/L	Complies with EcoLogo Standard CCD-046	
Adhesive Primer for Plastic	550 g/L	Complies with Green Seal GS-36 Standard	
<b>Sealants</b>			
Architectural	250 g/L	Single Ply Membrane Roof	450 g/L
Non-Membrane Roof	300 g/L		

**For interior applications, use paints and coatings that comply with the following limits for VOC content:**

### **Wall Paints and Coatings**



Paints – Interior Latex Coatings Flat	50 g/L	EcoLogo Standard for Paints – CCD-047
Paints – Interior Latex Coatings Non-Flat	150 g/L	EcoLogo Standard for Recycled Paints – CCD-048
Untreated Masonry or Concrete	N/A	Green Seal Standard for Paints & Coatings – GS-11

**For all flooring applications the following guidelines must be met:**

1. All carpet installed must meet the testing and product requirements of the Carpet and Rug Institute (CRI) Green Label Plus program and those requirements outlined in the CRI Carpet Policy & Procedure Manual.
2. All carpet cushion installed must meet the requirements of the Carpet and Rug Institute (CRI) Green Label Program.
3. All carpet adhesives meet the VOC limits established in the first section of this document.
4. All hard surface flooring must be certified as compliant with the FloorScore standard, CDHP Testing Requirements, or SCS-EC10.2-2007 Environmental Certification Program – Indoor Air Quality Performance requirements.
5. Mineral based flooring systems without integral organic-based coatings and sealants. This includes masonry, stone, terrazzo, and tile.
6. Concrete, wood, bamboo, and cork floor finishes must meet the VOC limits established in this document.
7. Tile setting adhesives and grout must meet the VOC limits established in this document.

**For all composite wood and agrifiber products used in the building interior, the following guidelines must be met. Composite wood and agrifiber products include: particleboard, medium density fiberboard (MDF), plywood, wheat board, strawboard, panel substrates, and door cores.**

1. All composite wood and agrifiber products used in the interior of the building (defined as inside of the weatherproofing system) shall contain no added urea-formaldehyde resins.
2. All laminating adhesives used to fabricate on-site and shop-applied composite wood and agrifiber assemblies shall contain no added urea-formaldehyde resins.

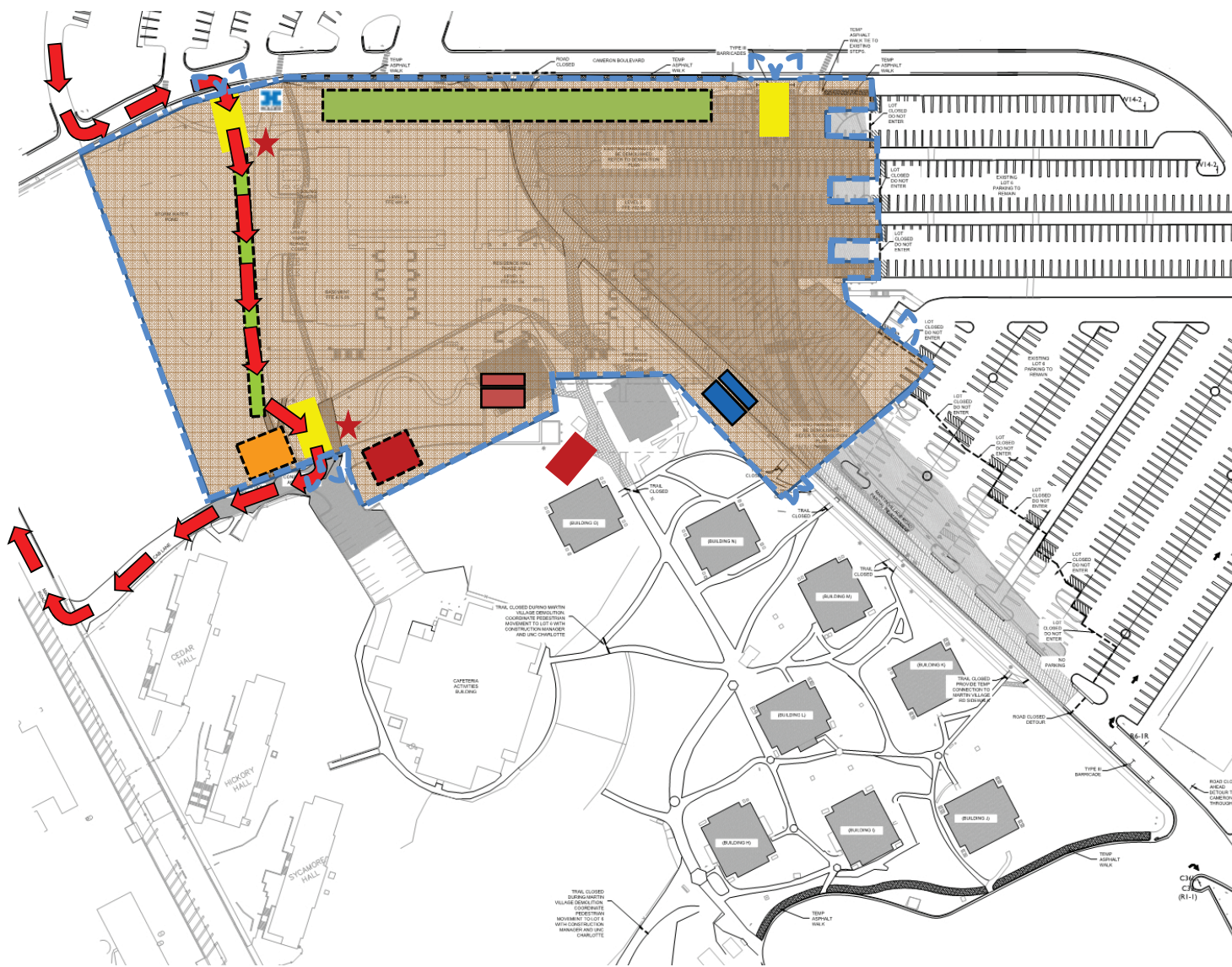
# **EXHIBIT S 1.13.13**

ID	Task Name	Duration	Start	Finish	2014											
					1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	Notice to Proceed	0 days	Mon 4/1/13	Mon 4/1/13	◆ 4/1											
2	<b>Early Site Package</b>	<b>85 days</b>	<b>Tue 4/2/13</b>	<b>Mon 7/29/13</b>	[Gantt bar from 4/2/13 to 7/29/13]											
3	Mobilization & Erosion Control	5 days	Tue 4/2/13	Mon 4/8/13	[Gantt bar from 4/2/13 to 4/8/13]											
4	Site Demo	15 days	Tue 4/9/13	Mon 4/29/13	[Gantt bar from 4/9/13 to 4/29/13]											
5	Grading	40 days	Tue 4/23/13	Mon 6/17/13	[Gantt bar from 4/23/13 to 6/17/13]											
6	Site Utilities	20 days	Tue 5/21/13	Mon 6/17/13	[Gantt bar from 5/21/13 to 6/17/13]											
7	New Martin Village Road	25 days	Tue 6/18/13	Mon 7/22/13	[Gantt bar from 6/18/13 to 7/22/13]											
8	<b>Martin Village Demolition</b>	<b>75 days</b>	<b>Tue 4/16/13</b>	<b>Mon 7/29/13</b>	[Gantt bar from 4/16/13 to 7/29/13]											
9	Demolish Q Building	10 days	Tue 4/16/13	Mon 4/29/13	[Gantt bar from 4/16/13 to 4/29/13]											
10	Demolish H-P Buildings	40 days	Tue 6/4/13	Mon 7/29/13	[Gantt bar from 6/4/13 to 7/29/13]											
11	<b>Residence Hall</b>	<b>270 days</b>	<b>Tue 6/18/13</b>	<b>Mon 6/30/14</b>	[Gantt bar from 6/18/13 to 6/30/14]											
12	Utilities	40 days	Tue 6/18/13	Mon 8/12/13	[Gantt bar from 6/18/13 to 8/12/13]											
13	<b>Structure</b>	<b>95 days</b>	<b>Tue 6/18/13</b>	<b>Mon 10/28/13</b>	[Gantt bar from 6/18/13 to 10/28/13]											
14	Building A	70 days	Tue 6/18/13	Mon 9/23/13	[Gantt bar from 6/18/13 to 9/23/13]											
15	Building B	55 days	Tue 7/30/13	Mon 10/14/13	[Gantt bar from 7/30/13 to 10/14/13]											
16	Building C	20 days	Tue 10/1/13	Mon 10/28/13	[Gantt bar from 10/1/13 to 10/28/13]											
17	<b>Skin</b>	<b>85 days</b>	<b>Tue 8/27/13</b>	<b>Mon 12/23/13</b>	[Gantt bar from 8/27/13 to 12/23/13]											
18	Building A	70 days	Tue 8/27/13	Mon 12/2/13	[Gantt bar from 8/27/13 to 12/2/13]											
19	Building B	60 days	Tue 10/1/13	Mon 12/23/13	[Gantt bar from 10/1/13 to 12/23/13]											
20	Building C	30 days	Tue 10/29/13	Mon 12/9/13	[Gantt bar from 10/29/13 to 12/9/13]											
21	<b>Roof</b>	<b>35 days</b>	<b>Tue 12/3/13</b>	<b>Mon 1/20/14</b>	[Gantt bar from 12/3/13 to 1/20/14]											
22	Building A	20 days	Tue 12/3/13	Mon 12/30/13	[Gantt bar from 12/3/13 to 12/30/13]											
23	Building B	20 days	Tue 12/24/13	Mon 1/20/14	[Gantt bar from 12/24/13 to 1/20/14]											
24	Building C	15 days	Tue 12/24/13	Mon 1/13/14	[Gantt bar from 12/24/13 to 1/13/14]											
25	<b>Interior Construction</b>	<b>155 days</b>	<b>Tue 11/5/13</b>	<b>Mon 6/9/14</b>	[Gantt bar from 11/5/13 to 6/9/14]											
26	Building A	155 days	Tue 11/5/13	Mon 6/9/14	[Gantt bar from 11/5/13 to 6/9/14]											
27	Building B	140 days	Tue 11/26/13	Mon 6/9/14	[Gantt bar from 11/26/13 to 6/9/14]											
28	Building C	80 days	Tue 2/11/14	Mon 6/2/14	[Gantt bar from 2/11/14 to 6/2/14]											
29	Elevators	50 days	Tue 1/21/14	Mon 3/31/14	[Gantt bar from 1/21/14 to 3/31/14]											
30	Landscape/Hardscape	60 days	Tue 2/25/14	Mon 5/19/14	[Gantt bar from 2/25/14 to 5/19/14]											
31	Construction Complete	0 days	Mon 6/9/14	Mon 6/9/14	◆ 6/9											
32	Punch list & Final Inspections	40 days	Tue 5/6/14	Mon 6/30/14	[Gantt bar from 5/6/14 to 6/30/14]											



**UNCC Residence Hall XII**  
**Exhibit S**  
**Holder Construction Company**

# **EXHIBIT X 2.18.13**



### Legend / Activities















-  Construction Fence
-  Construction Office Trailer
-  Laydown Area
-  Stabilized Construction Entrance
-  Construction Traffic
-  Student Traffic
-  Phase I Double Gate
-  Phase I Construction Fence
-  Project Sign
-  Alternate Trailer Location
-  Dumpsters/Recycling
-  Hose Bib
-  Crane Road
-  Existing Dumpster
-  Temporary Gravel



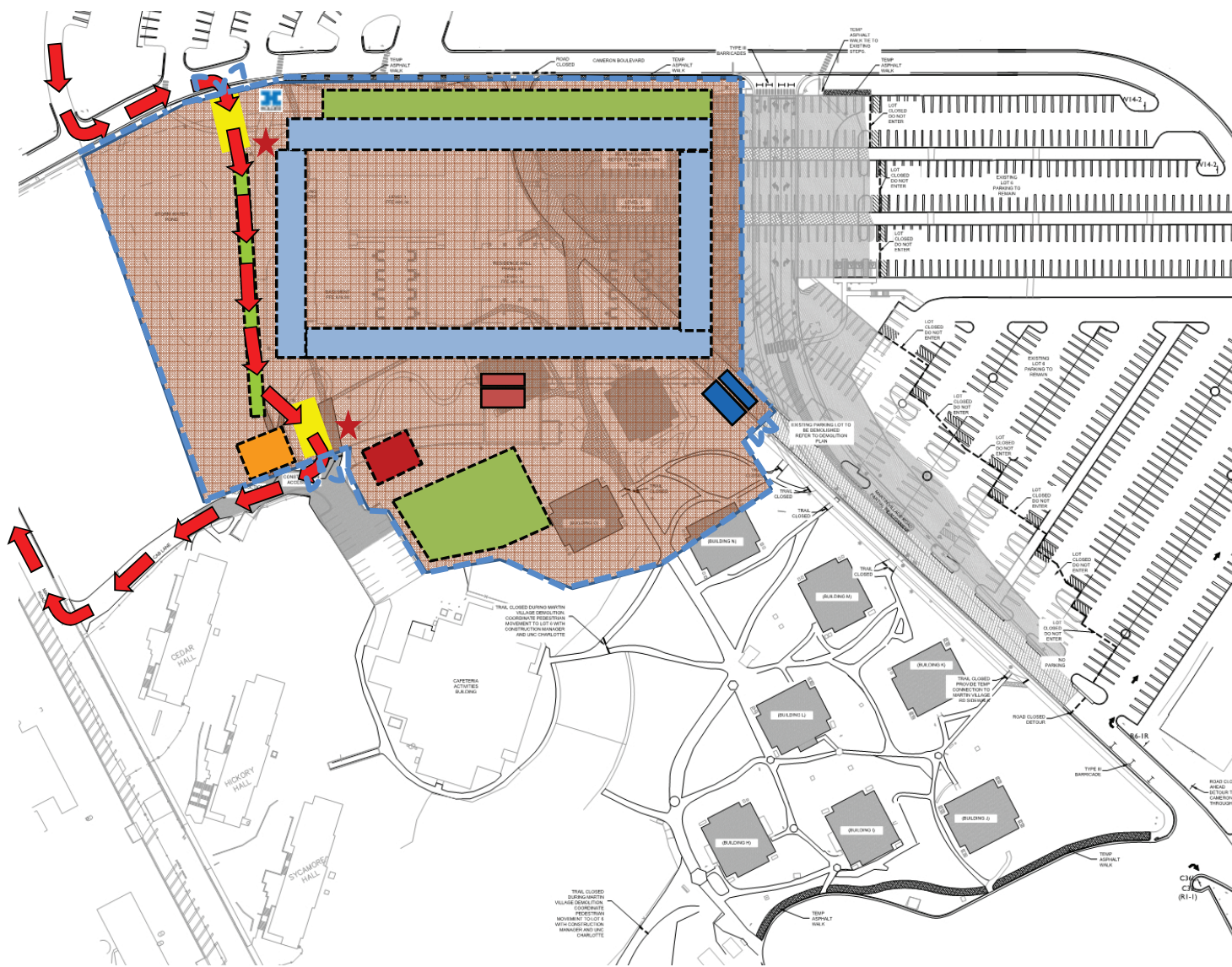




### Legend / Activities

-  Construction Fence
-  Construction Office Trailer
-  Laydown Area
-  Stabilized Construction Entrance
-  Construction Traffic
-  Student Traffic
-  Phase II Double Gate
-  Phase II Construction Fence
-  Project Sign
-  Alternate Trailer Location
-  Dumpsters/Recycling
-  Hose Bib
-  Crane Road
-  Existing Dumpster

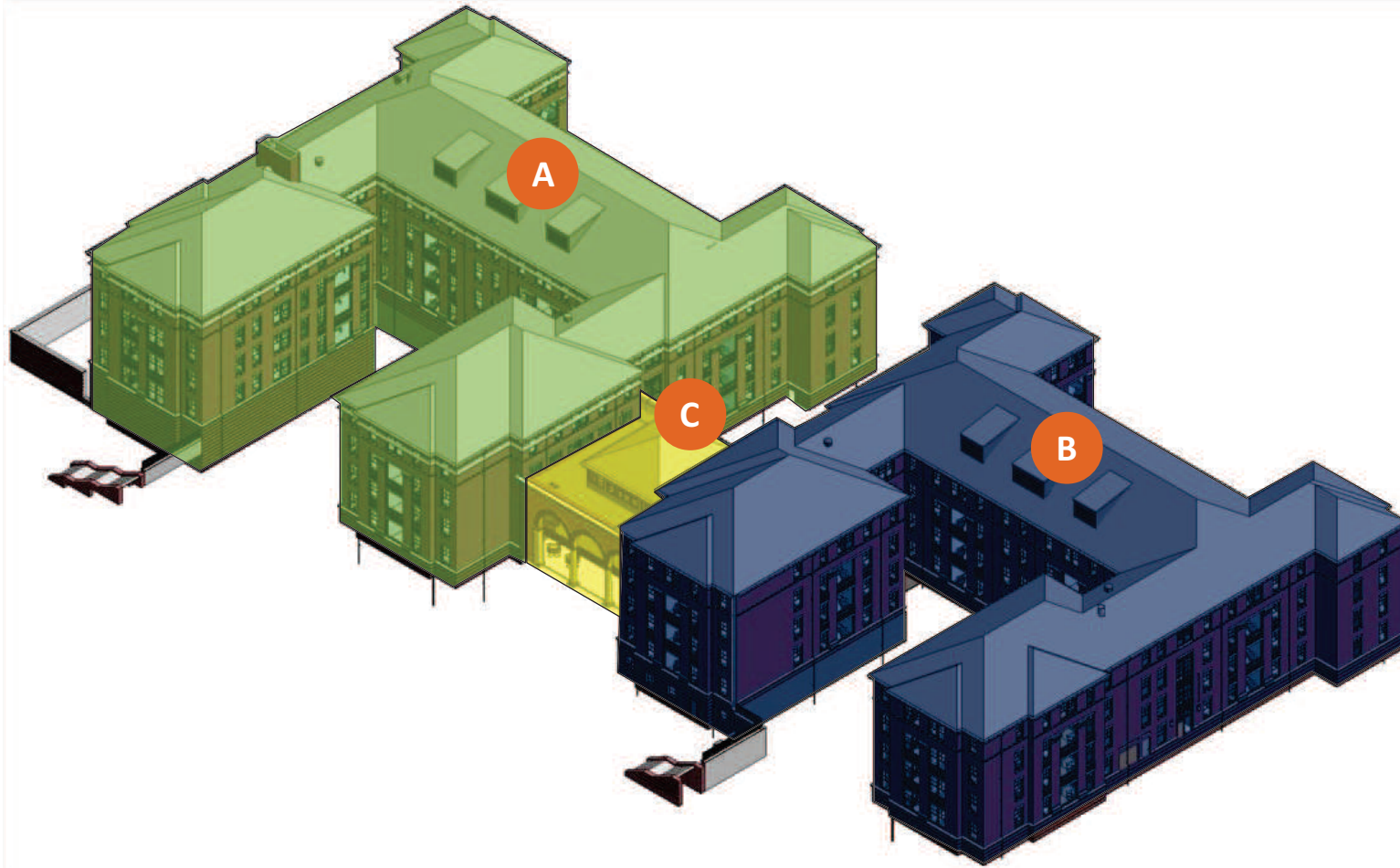




### Legend / Activities

-  Construction Fence
-  Construction Office Trailer
-  Maintain Laydown Area
-  Maintain Stabilized Construction Entrance
-  Construction Traffic
-  Student Traffic
-  Phase 3 Double Gate
-  Phase 3 Construction Fence
-  Project Sign
-  Alternate Trailer Location
-  Dumpsters/Recycling
-  Hose Bib
-  Crane Road
-  Existing Dumpster



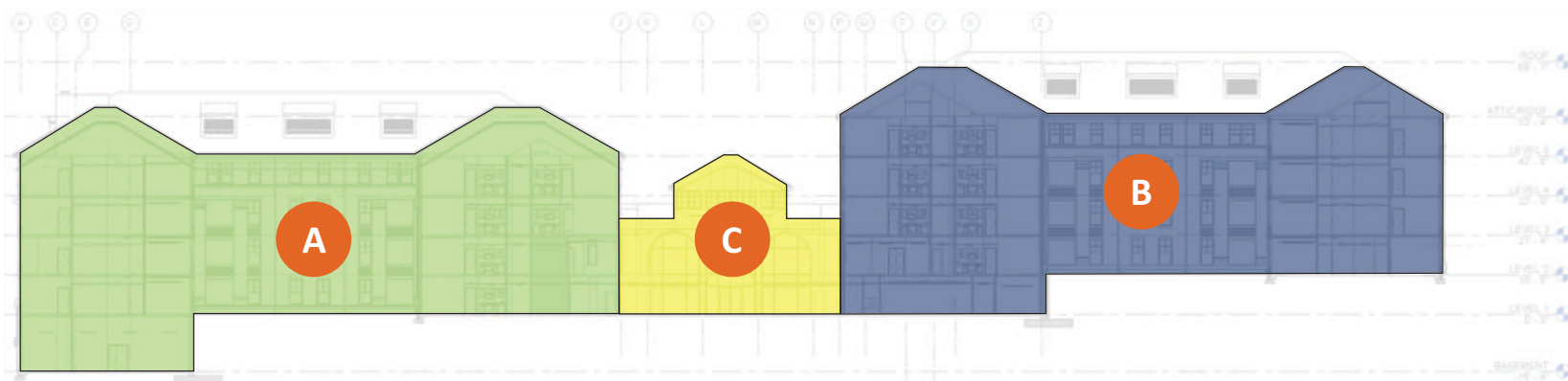
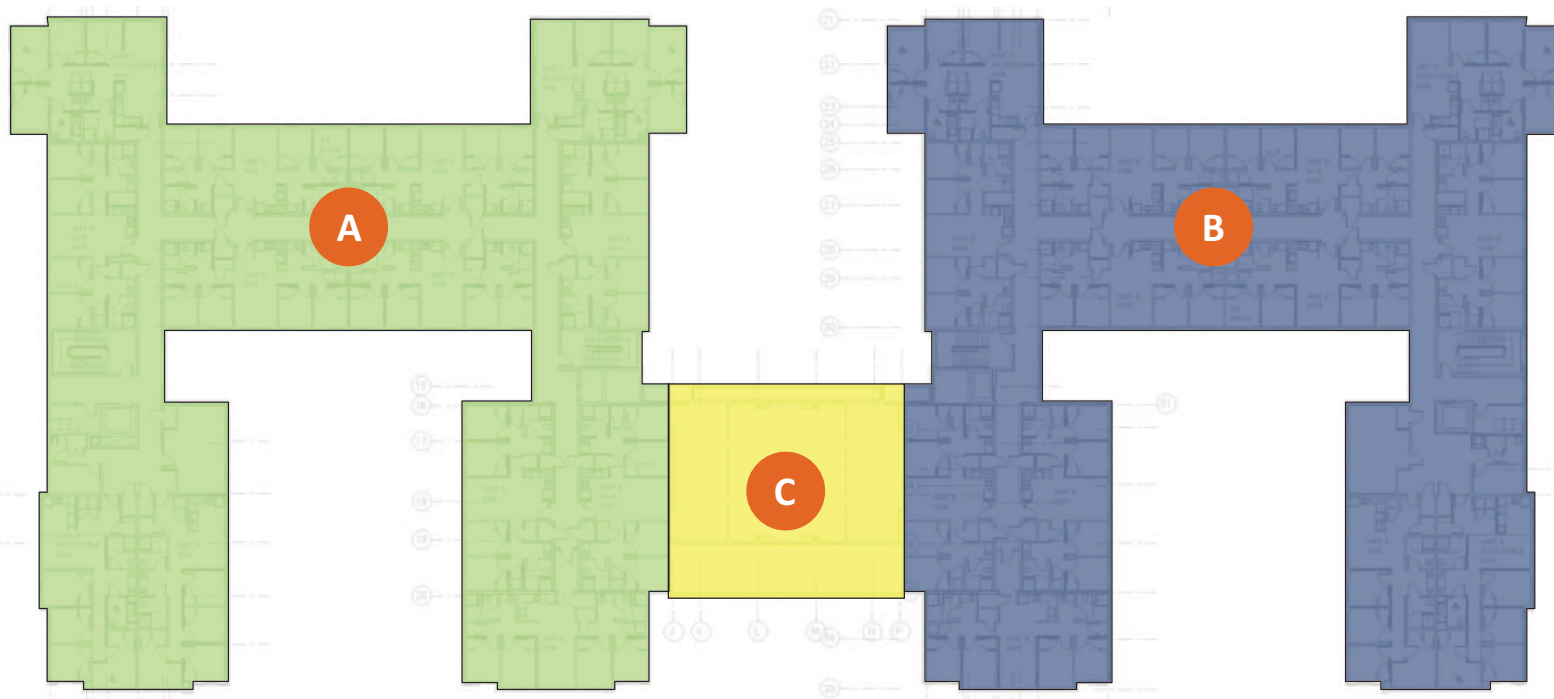


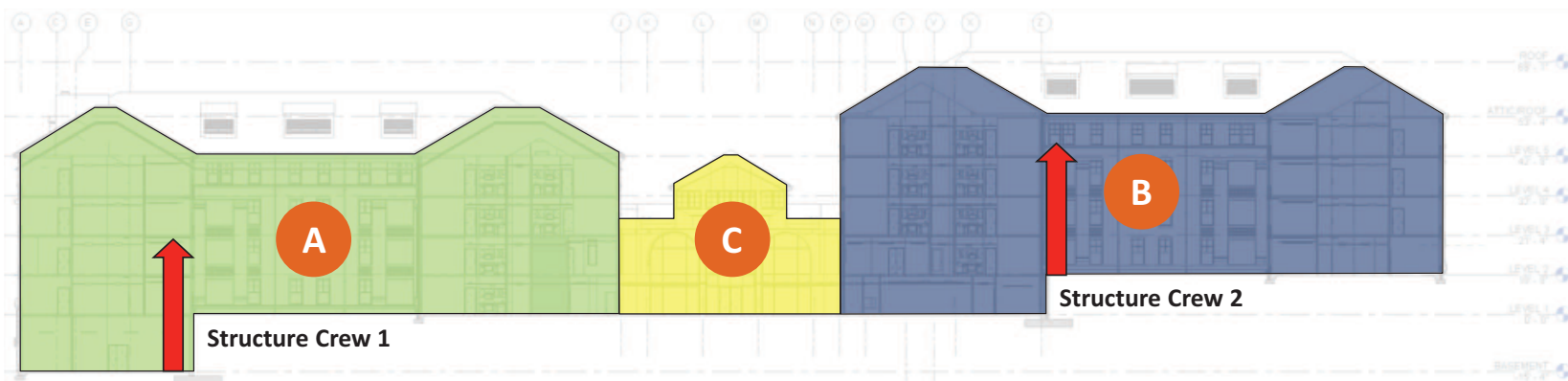
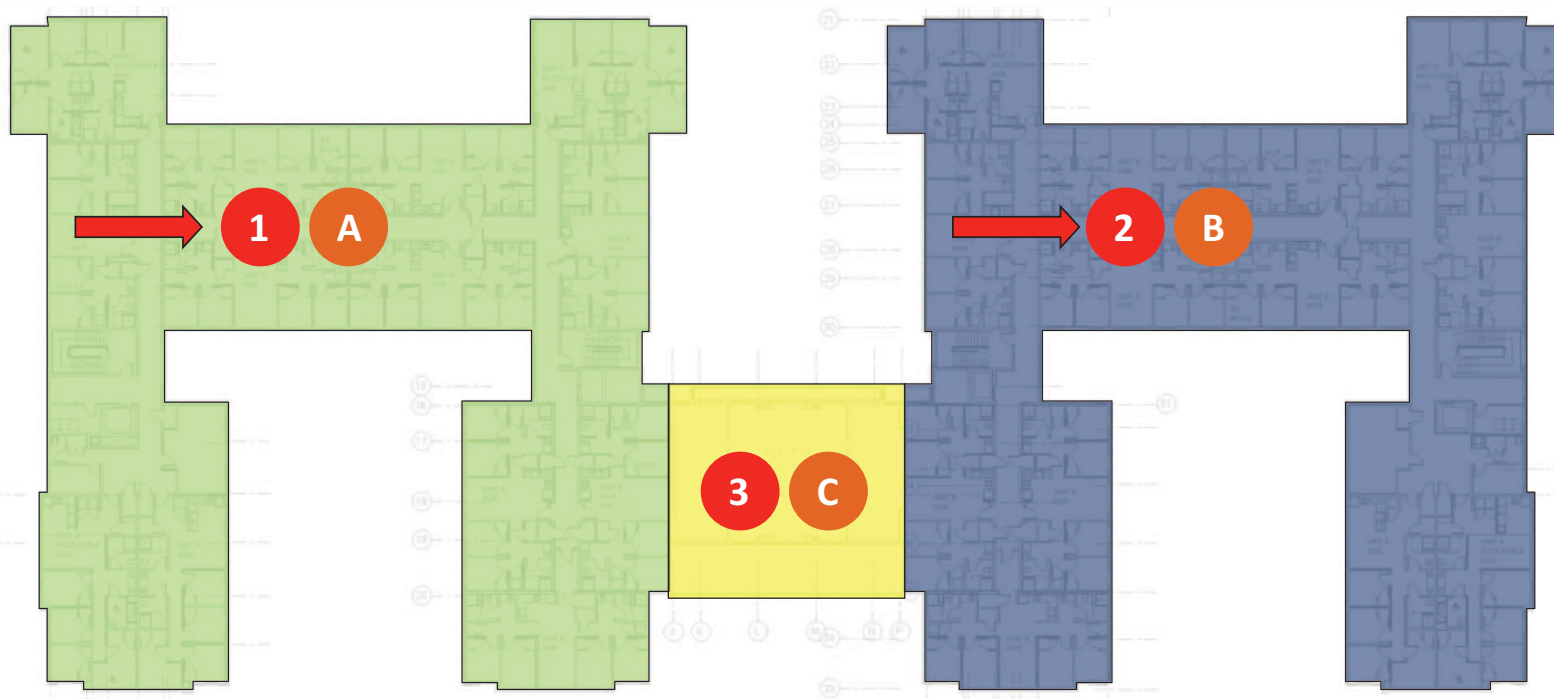
#### Table of Contents

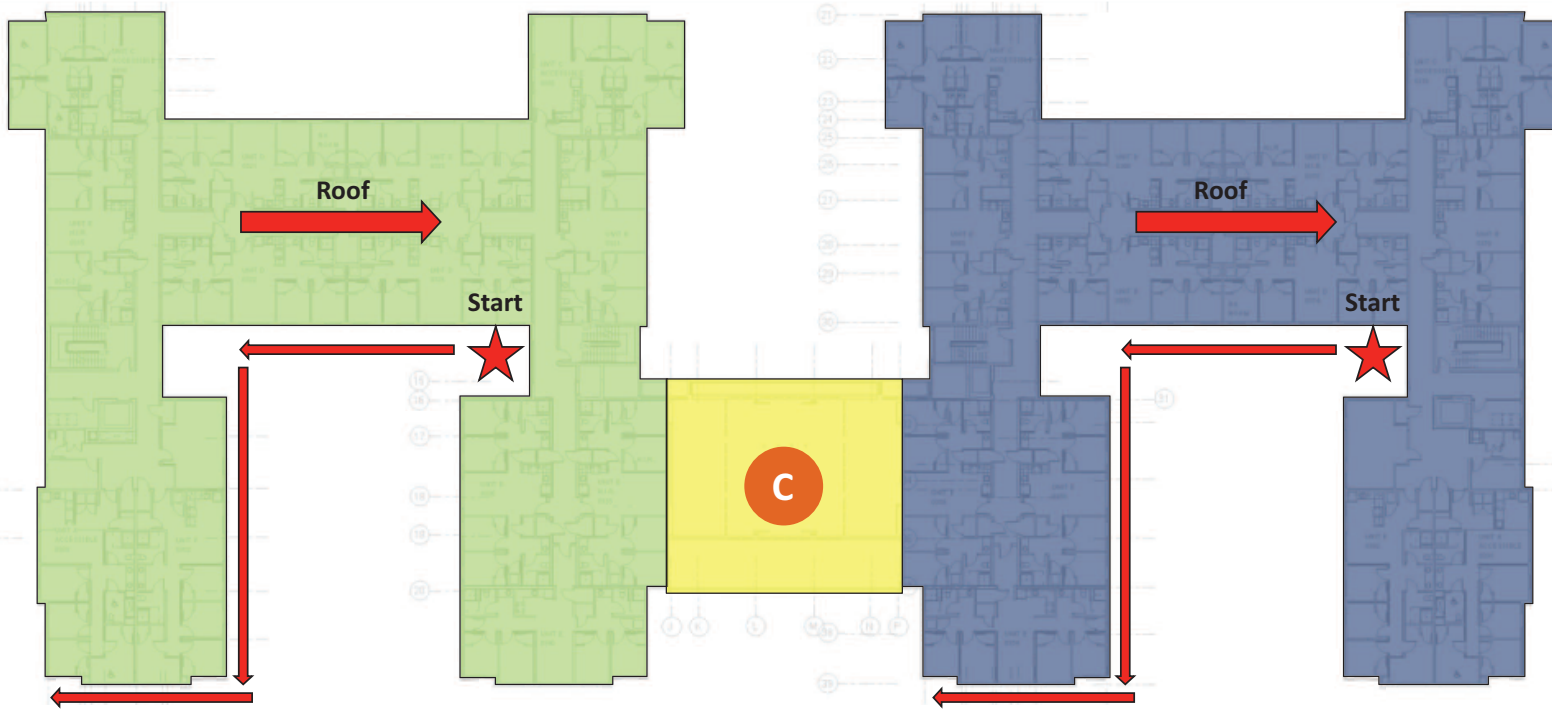
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- Layout
- Structure Sequence
- Skin & Finishes/Interiors Sequence

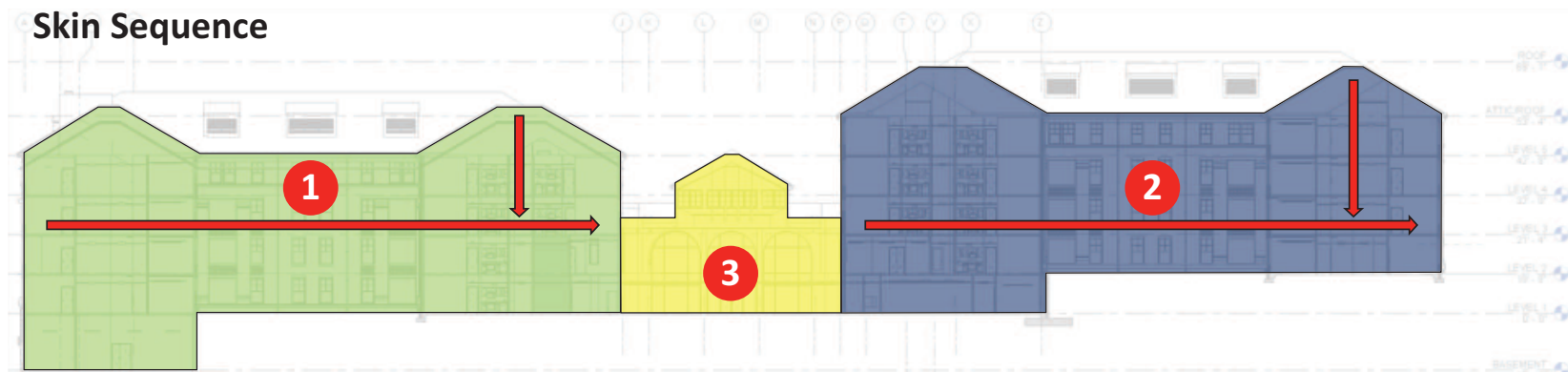








Skin Sequence



Finishes/Interiors Sequence

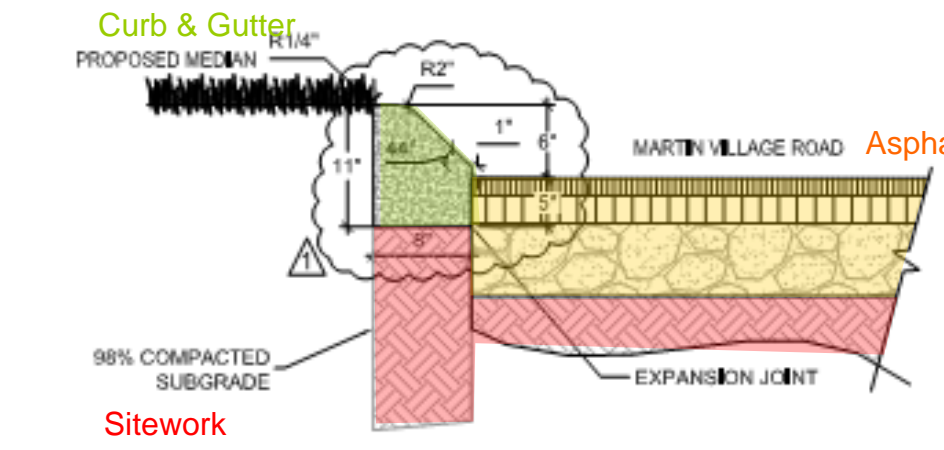
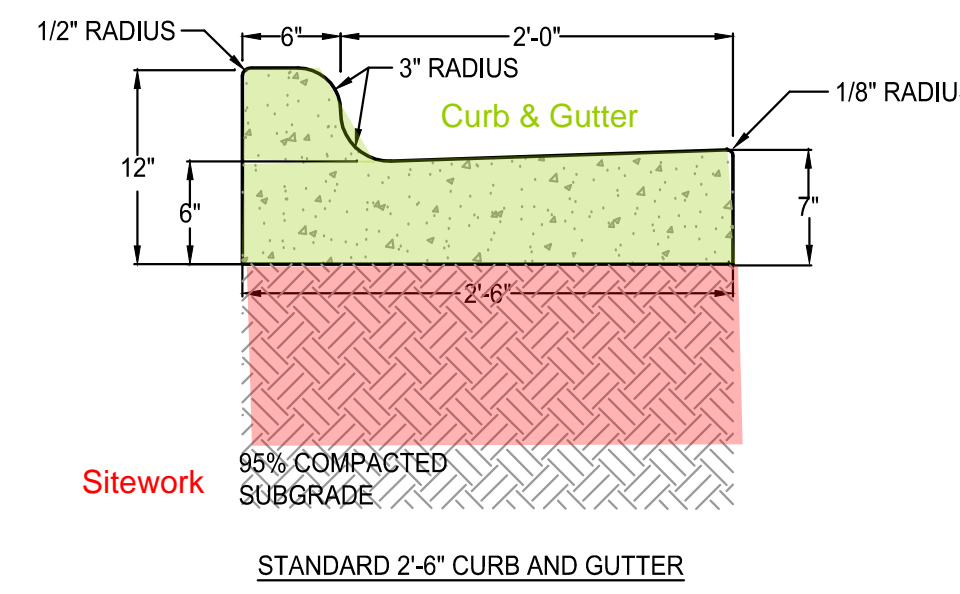
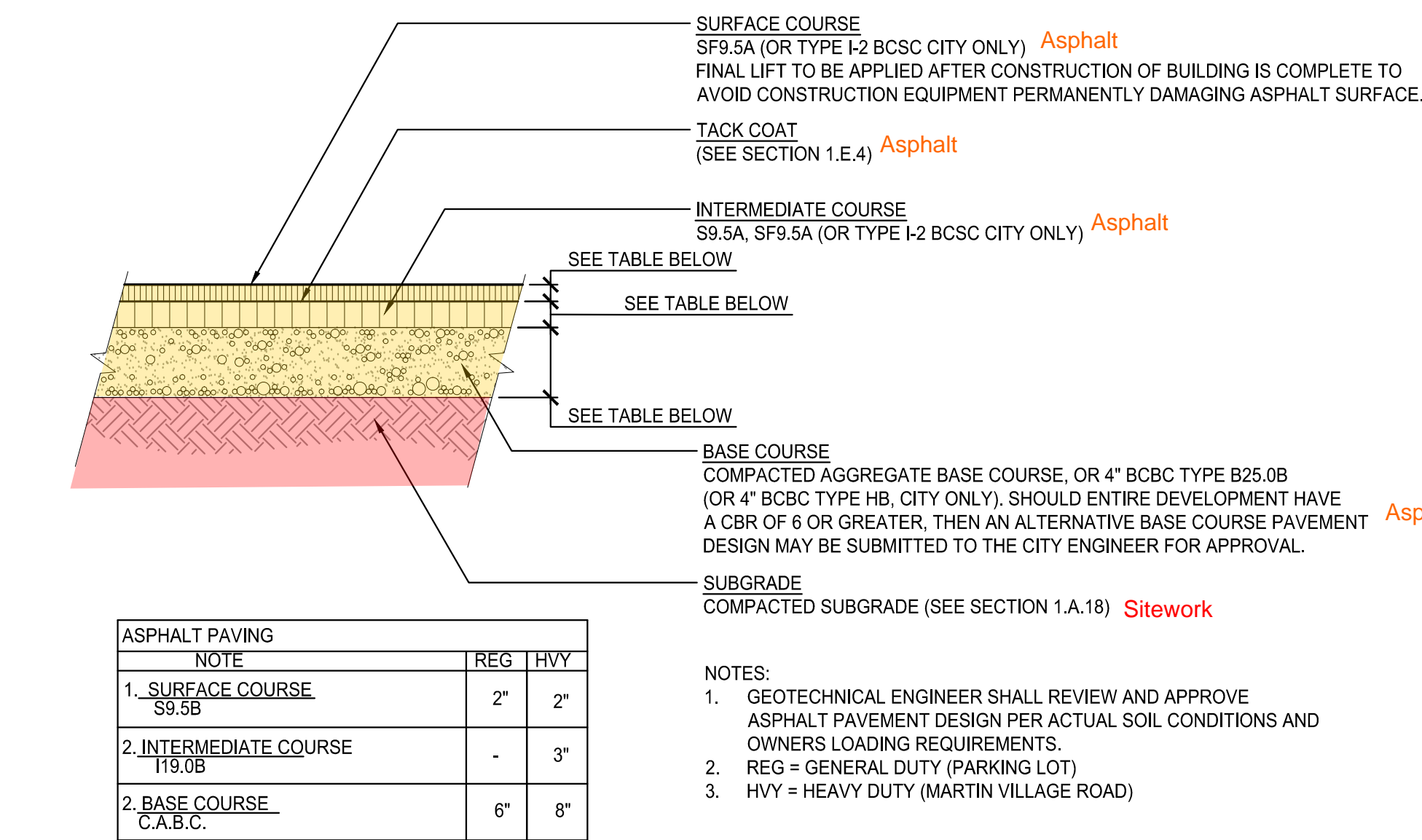


UNCC Phase XII Residence Hall

**Exhibit X – Skin & Finishes/Interiors Sequence**



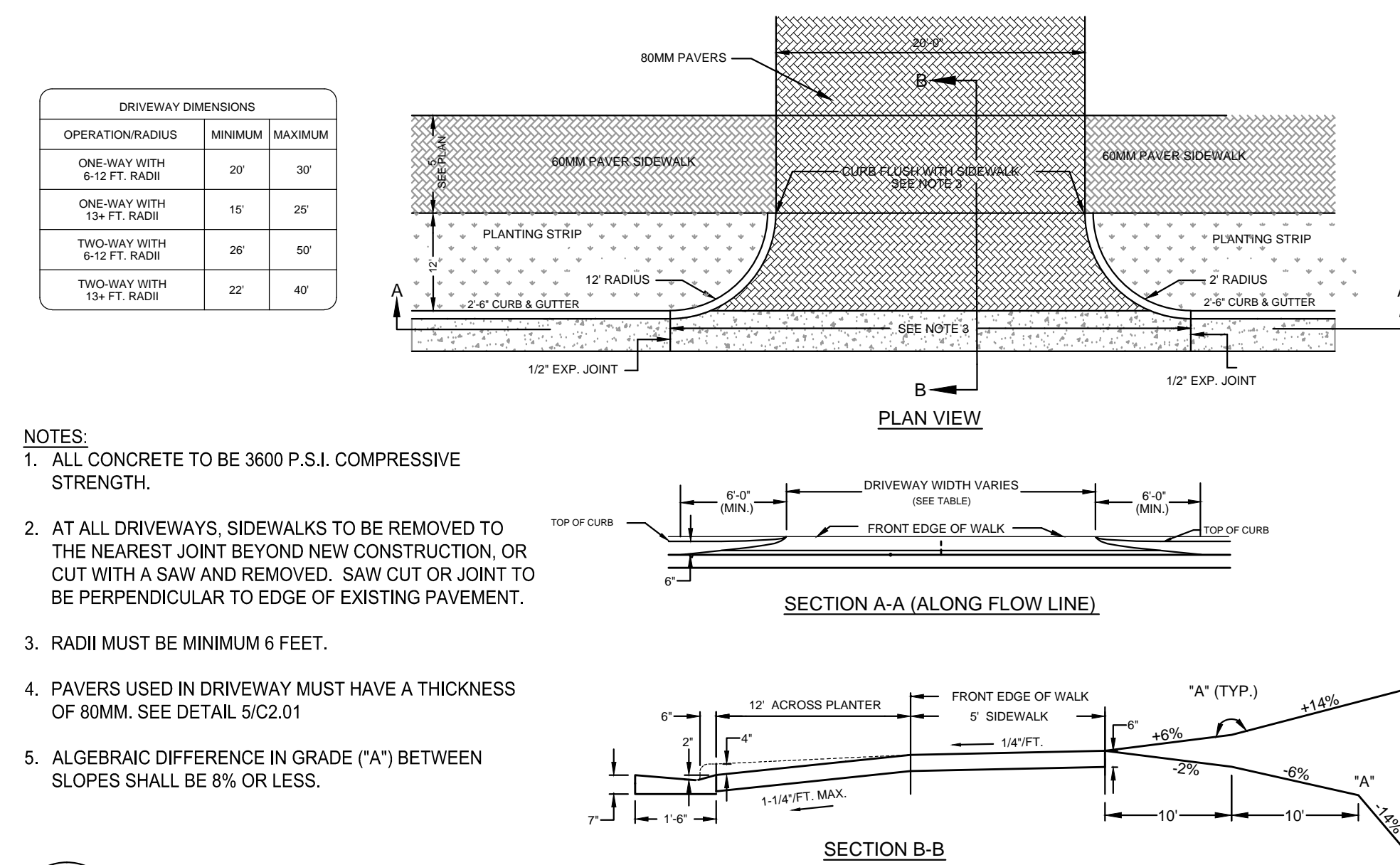
# Subgrade Exhibit 3/12/13



**1 ASPHALT PAVEMENT**  
C2.01 SECTION SCALE: 3/4" = 1' - 0"

**2 2'-6" CURB AND GUTTER**  
C2.01 SECTION NOT TO SCALE

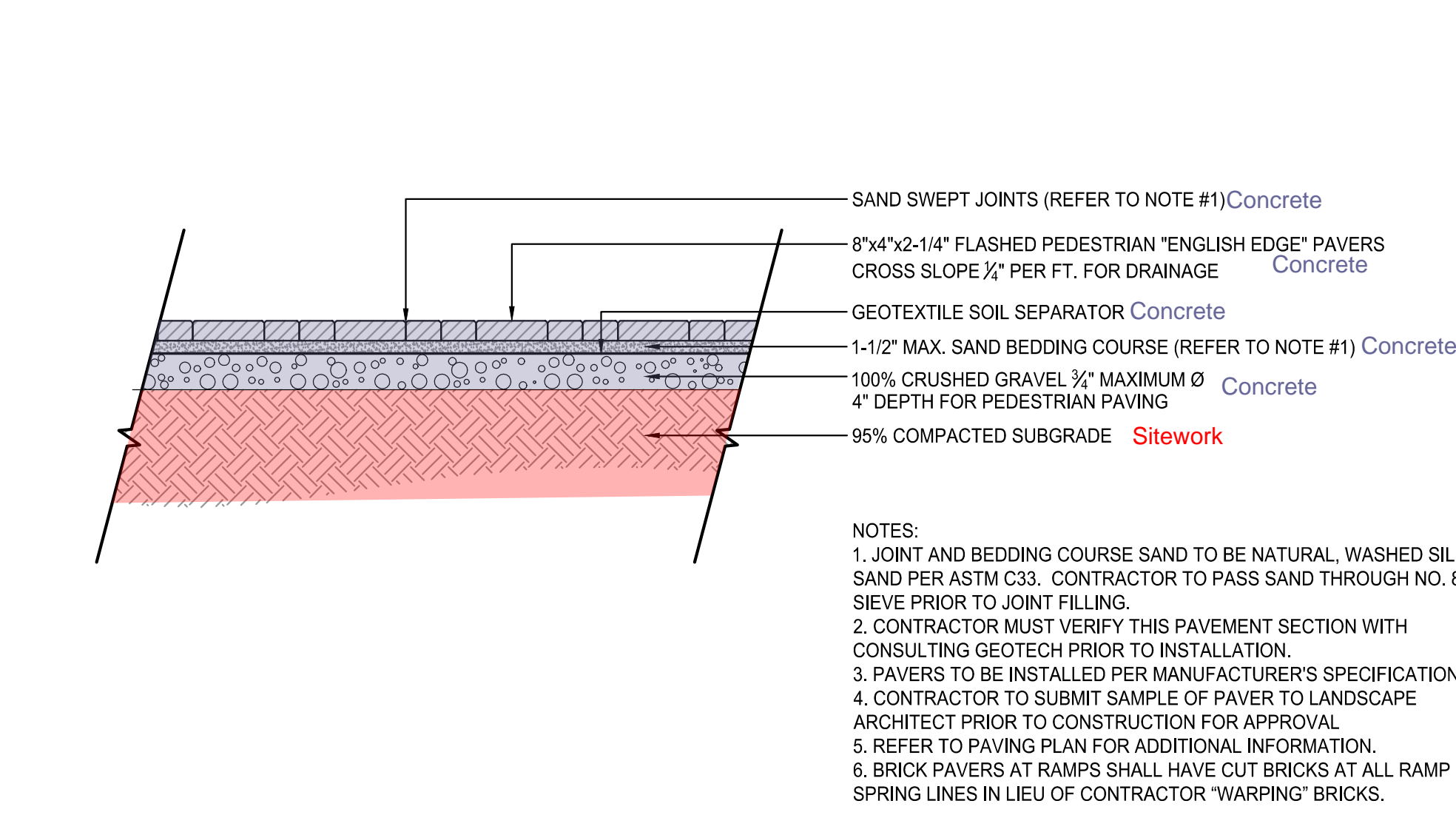
**3 8" MEDIAN CURB**  
C2.01 SECTION NOT TO SCALE



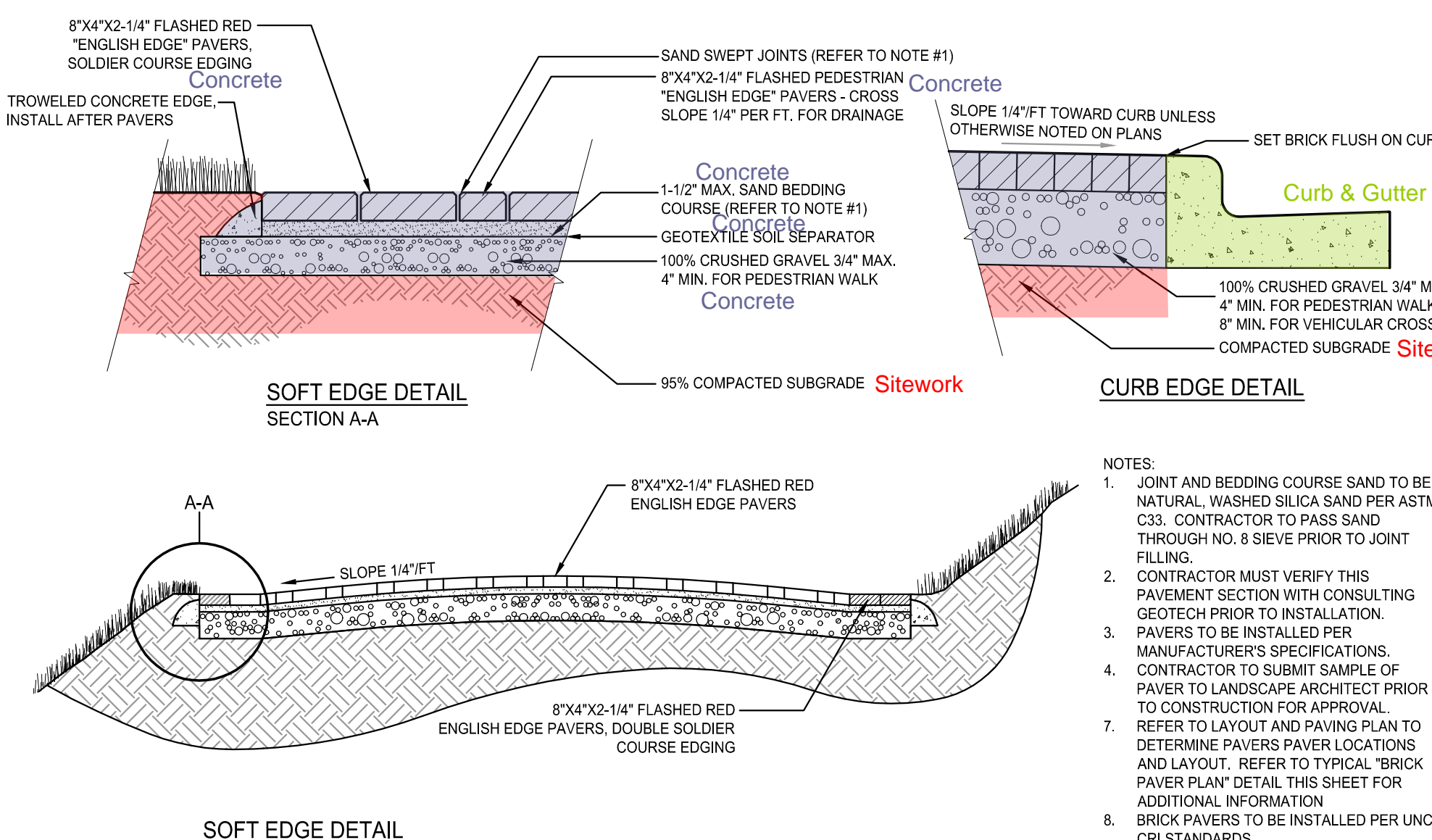
**4 PAVER DRIVEWAY**  
C2.01 SECTION NOT TO SCALE

**5 BRICK PAVER (VEHICULAR LOAD)**  
C2.01 SECTION SCALE: 3/4" = 1'-0"

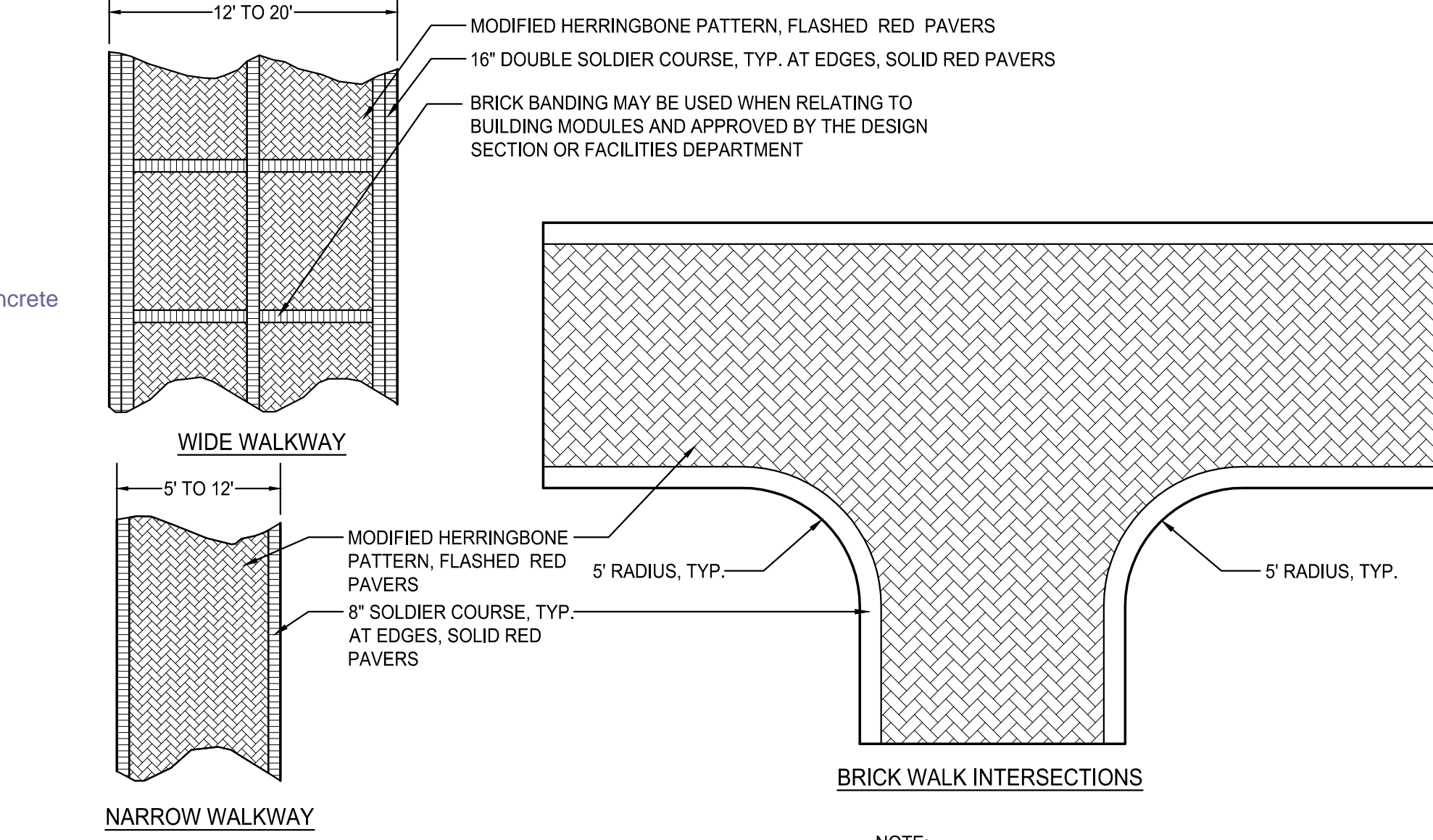
**6 CONCRETE SIDEWALK**  
C2.01 SECTION SCALE: 3/4" = 1' - 0"



**7 BRICK PAVER (PEDESTRIAN LOAD)**  
C2.01 SECTION SCALE: 3/4" = 1'-0"



**8 BRICK PAVER**  
C2.01 SECTION NOT TO SCALE



**9 BRICK WALKWAY PATTERNS**  
C2.01 PLAN NOT TO SCALE

- NOTES:**
- CONTRACTION JOINTS SHALL BE SPACED AT MIN 10-FOOT INTERVALS. TO PREVENT UNCONTROLLED CRACKING.
  - CONTRACTION JOINTS MAY BE INSTALLED BY THE USE OF TEMPLATES OR FORMED BY OTHER APPROVED METHODS. WHERE SUCH JOINTS ARE NOT FORMED BY TEMPLATES, A MINIMUM DEPTH OF 1 1/2" SHALL BE OBTAINED.
  - ALL EXPANSION JOINTS SHALL BE PLACED ADJACENT TO BANDING.
  - CONCRETE COMPRESSIVE STRENGTH SHALL BE 3600 P.S.I. IN 28 DAYS.
  - TOP 6" OF SUBGRADE BENEATH THE CURB SHALL BE COMPACTED TO 100% STANDARD PROCTOR DENSITY.

**Jenkins • Peer Architects**  
JENKINS • PEER ARCHITECTS  
112 South Tryon Street  
Charlotte, North Carolina 28284  
704/372-6665 (T) • 704/372-0102 (F)

HANBURY EVANS WRIGHT VLATTAS + COMPANY

**HANBURY EVANS WRIGHT VLATTAS + COMPANY**  
Architecture / Planning  
120 Atlantic Street  
Norfolk, VA 23510  
757/321-9629 (T)

**LANDDESIGN**  
NC License# C-0658  
Civil Engineering / Landscape Architecture  
223 North Graham Street  
Charlotte, NC 28202  
704/333-0325 (T) • 704/332-3246 (F)

**STEWART**  
NC License# C-1051  
Structural Engineering  
200 South College Street, Suite 720  
Charlotte, NC 28202  
704/334-7925 (T) • 704/334-7926 (F)

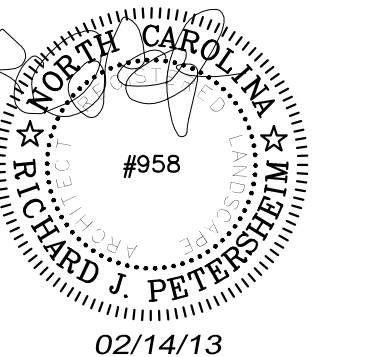
**McKIM & CREED**  
NC License# F-1222  
Mechanical / Plumbing / Electrical / Fire Protection Engineering  
5624 Executive Center Drive  
Charlotte, NC 28212  
704/945-3340 (T) • 704/532-9673 (F)

**UNC CHARLOTTE**  
RESIDENCE HALL  
PHASE XII

Early Site Package  
State Construction Office ID#  
11-09156-02B

TAG	DESCRIPTION	DATE
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Project: 12NCC249  
Drawn By: AHT  
Checked By: RJP  
Date: 14 February 2013  
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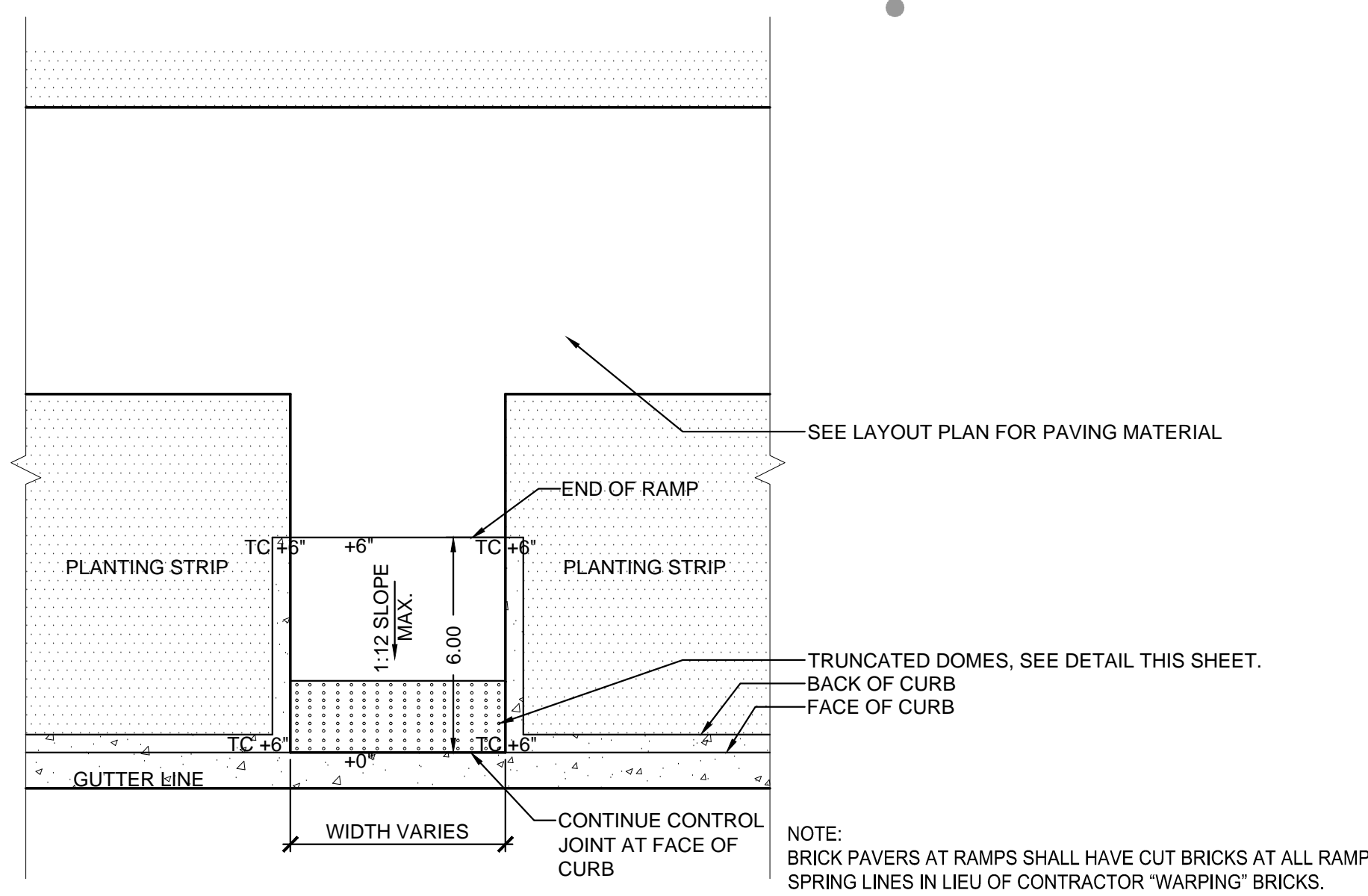


Early Site Package  
BID SET

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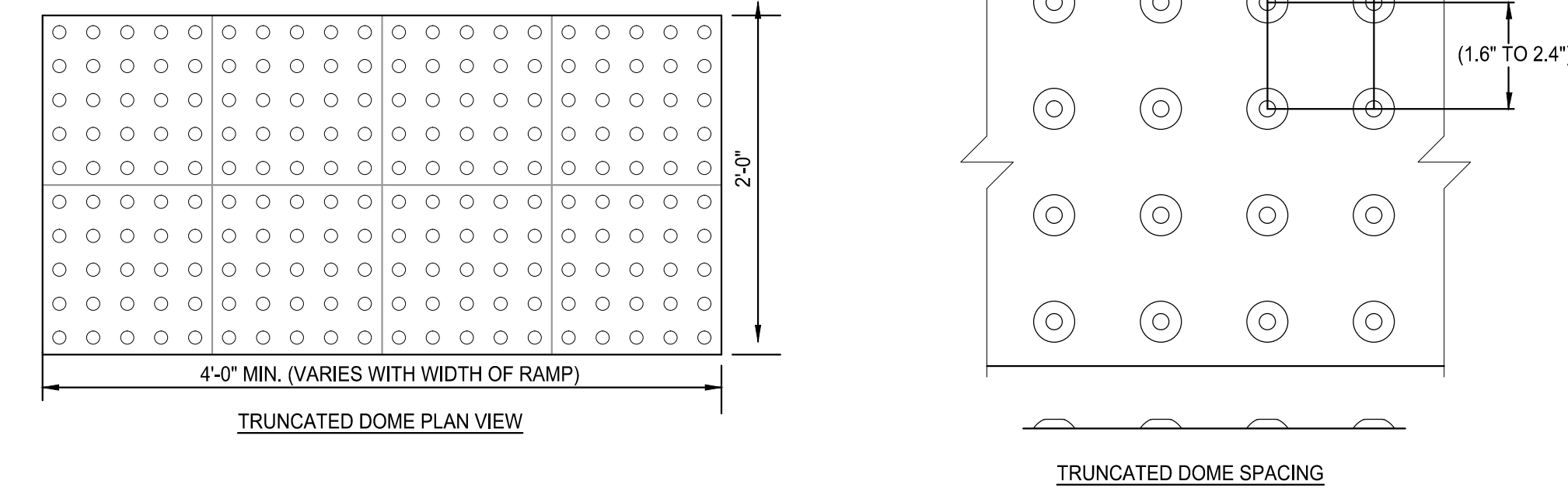
SITE DETAILS

C2.01

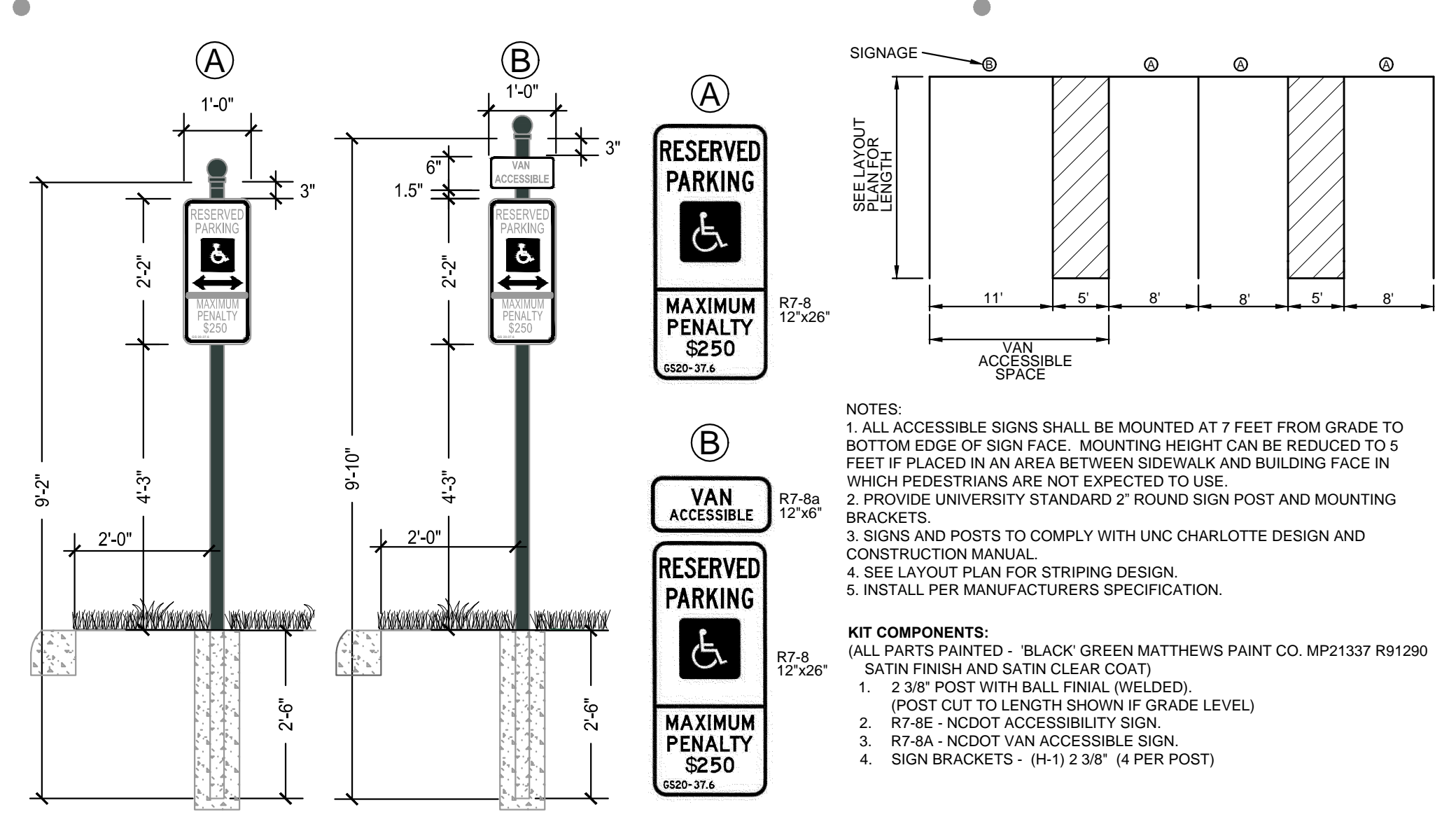


**1 ACCESSIBLE RAMP**  
C2.02 PLAN NOT TO SCALE

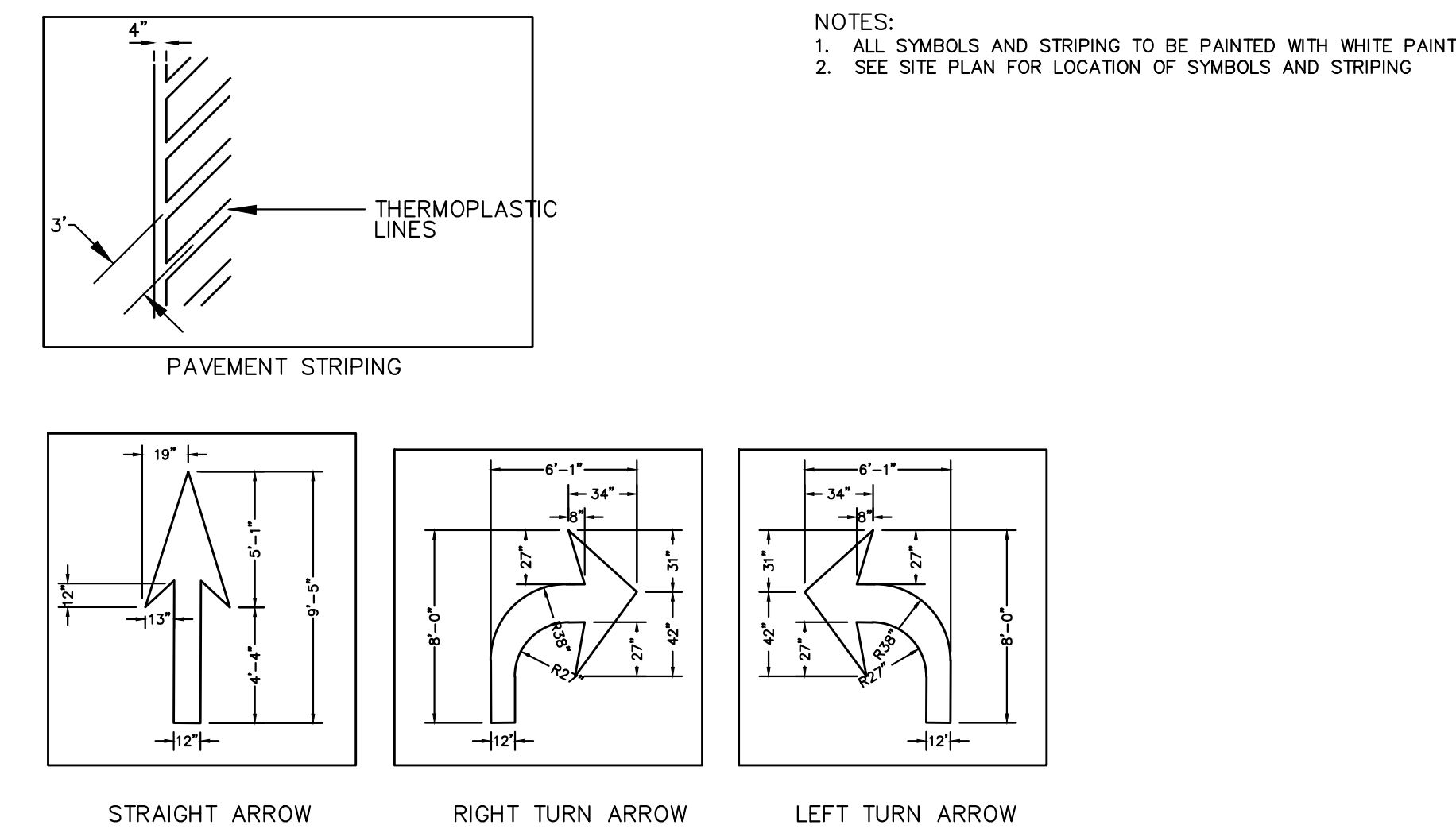
- NOTES:**
- ALL DETECTABLE WARNING DEVICES USED IN NEW CONSTRUCTION SHALL BE OF A PRECAST CONCRETE PAVER TO BE APPROVED BY THE LANDSCAPE ARCHITECT.
  - WIDTH OF DETECTABLE WARNING AREA SHALL BE A MINIMUM OF 4 FEET AND VARY WITH WIDTH OF RAMP.
  - LENGTH OF DETECTABLE WARNING AREA SHALL BE 2 FEET REGARDLESS OF SECTION WIDTH.
  - DETECTABLE WARNING AREA CAN BE SQUARE WHERE USED IN A CURB RADIUS.
  - DETECTABLE WARNING DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINANT DIRECTION OF TRAVEL TO PERMIT WHEELS TO ROLL BETWEEN DOMES.
  - DETECTABLE WARNING AREA SHALL BE COLORED TO MATCH THE ADJACENT BRICK PAVERS IN ALL LOCATIONS.
  - PAVERS SHALL BE 6" THICK AND CAST FROM 5000 PSI CONCRETE.



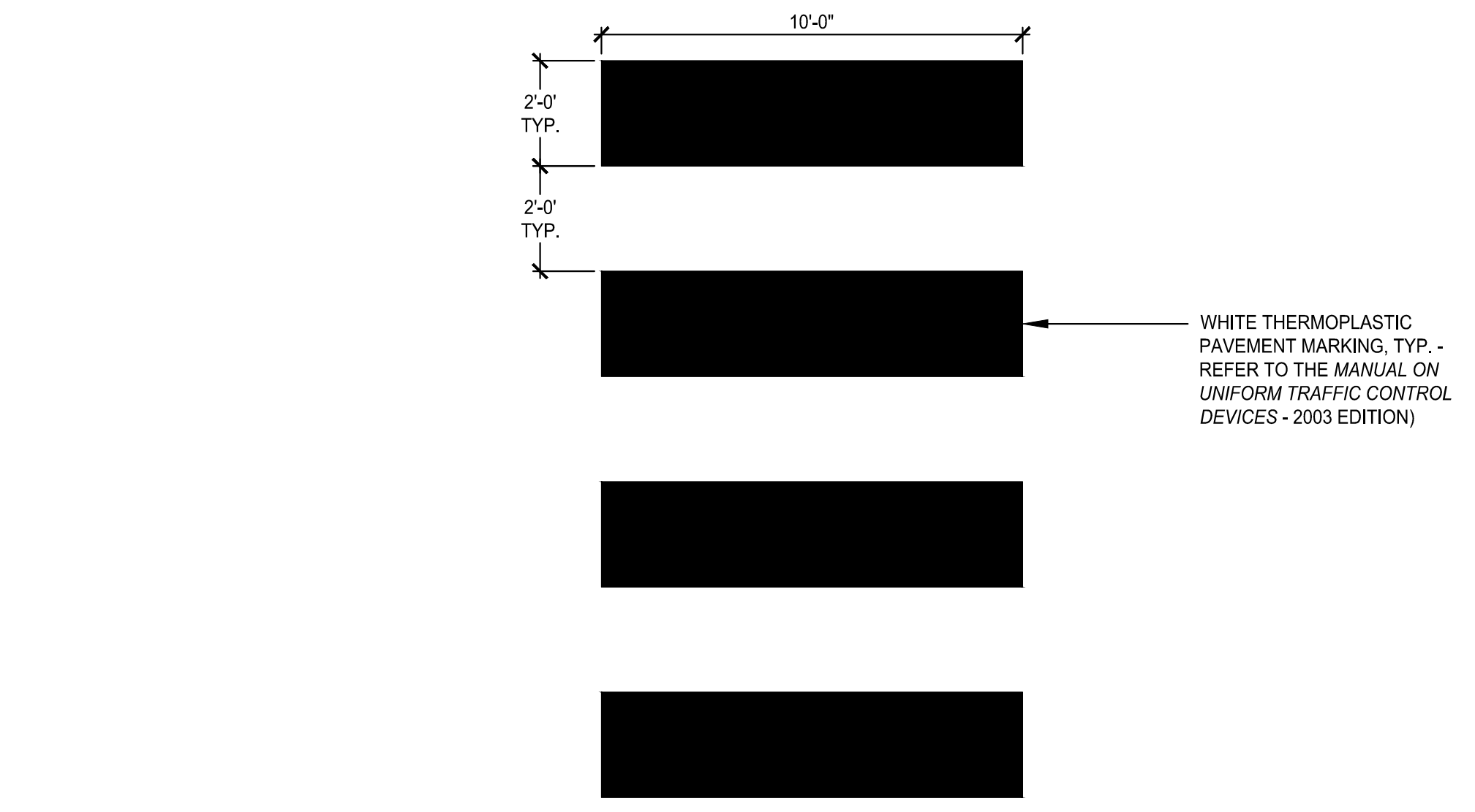
**2 ACCESSIBLE RAMP - TRUNCATED DOMES**  
C2.02 PLAN AND SECTION NOT TO SCALE



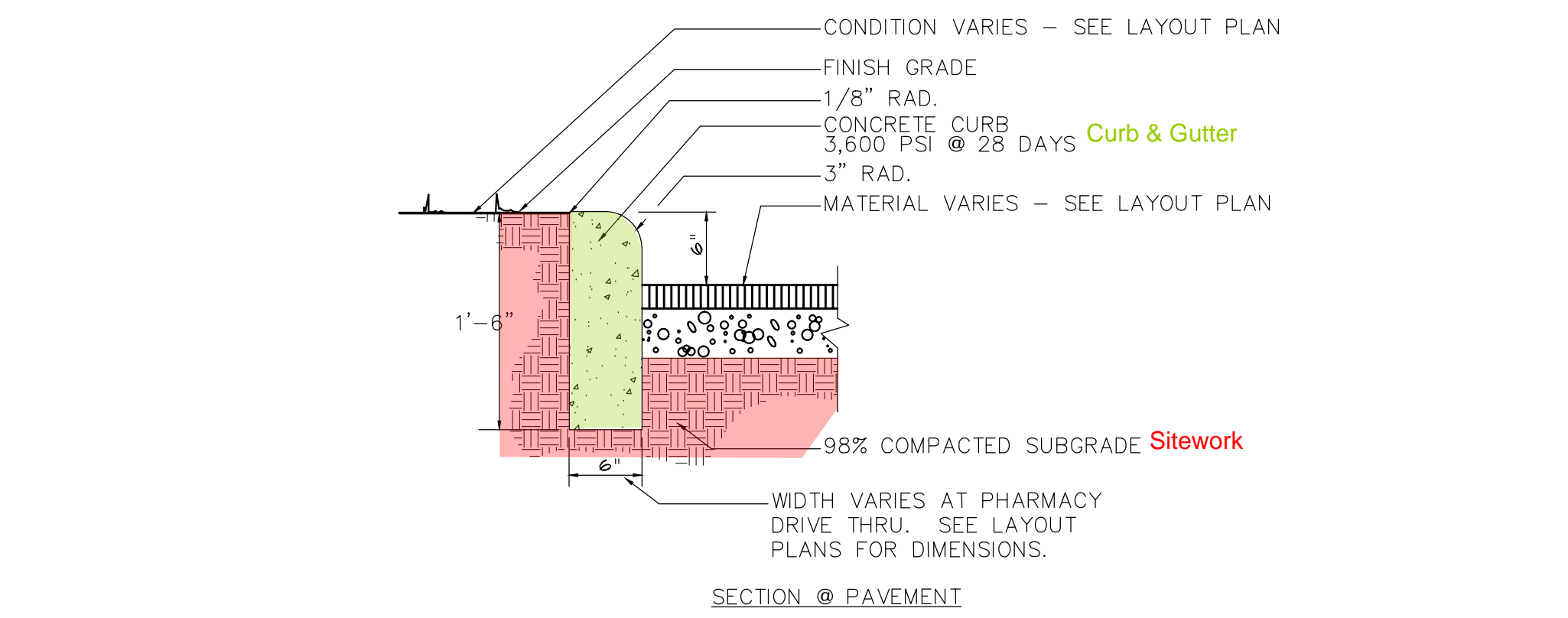
**3 ACCESSIBLE PARKING AND SIGNAGE**  
C2.02 NOT TO SCALE



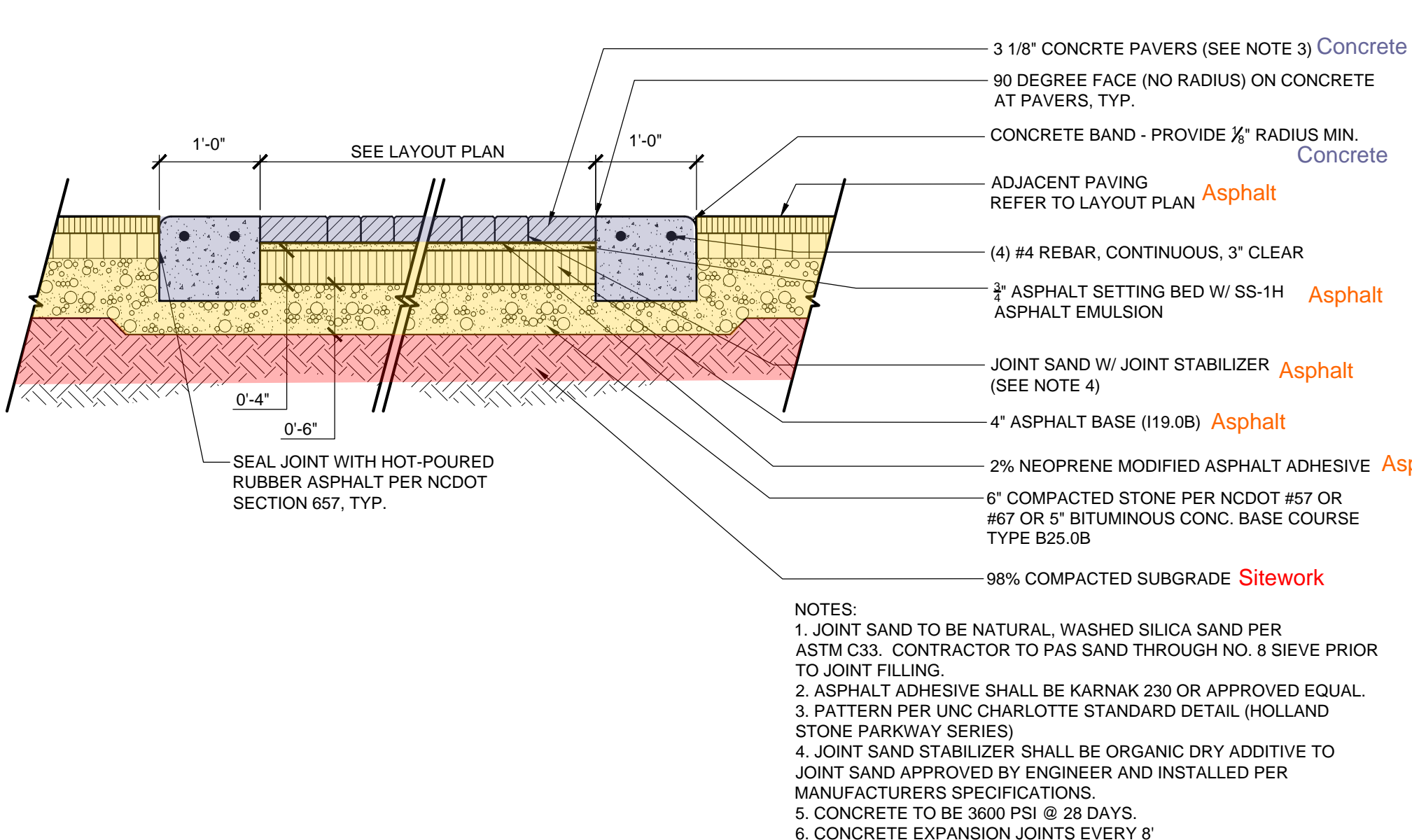
**4 PAVEMENT MARKINGS**  
C2.02 PLAN NOT TO SCALE



**5 CONTINENTAL CROSSWALK**  
C2.02 PLAN NOT TO SCALE



**6 6" VERTICAL CURB**  
C2.02 SECTION NOT TO SCALE



**7 PAVER CROSSWALK**  
C2.02 SECTION SCALE: 3/4" = 1'-0"

LINE TYPE	WIDTH
EDGE LINE	4" / 16"
TURN LANE LINE	4" / 16"
CENTER LINE	4" / 16"
GORE LINE	6" / 12"
DIAGONAL LINE	6"
CROSSWALK LINE	6" / 24"
R/R LINE	16"
STOP OR TRANSVERSE BAR	24"

**\*GENERAL NOTES:**

- WHERE TWO WIDTHS ARE INDICATED, THE FIRST WIDTH APPLIES TO A "NOMINAL" WIDTH LINE, THE SECOND WIDTH APPLIES TO A "WIDE" LINE.
- "WIDE" LINES ARE REQUIRED WHEN DESIGNATED IN THE PLANS, OR WHEN DETECTED BY THE ENGINEER. REFER TO PAVEMENT MARKING GUIDELINES.

ENGLISH STANDARD DRAWING FOR PAVEMENT MARKINGS LINE TYPES SHEET 1 OF 2 1205.01

EDGE LINE OFFSET DETAIL	CENTER LINE OFFSET DETAIL	LANE LINE OFFSET DETAIL

**TABLE 1**

EDGE LINE OFFSETS FOR 2-LANE, 2-WAY ROADWAYS WITH UNPAVED SHOULDERS	MINIMUM LANE WIDTH
16' - 18'	8' - 9'
19'	9' - 9'
20'	10' - 9'
21'	10' - 9'
22'	10' - 9'
23'	10' - 9'
24'	11'
25'	11'
26'	11'
27'	11'
28'	11'
29'	11'
30'	11'

**LEGEND**

- W = WIDTH OF TRAVEL LANE
- N = NUMBER OF
- T = TRAFFIC FLOW

ENGLISH STANDARD DRAWING FOR PAVEMENT MARKINGS OFFSETS SHEET 2 OF 2 1205.01

**Jenkins • Peer Architects**  
JENKINS • PEER ARCHITECTS  
112 South Tryon Street  
Charlotte, North Carolina 28284  
704/372-6665 (T) • 704/372-0102 (F)

HANBURY EVANS WRIGHT VLATTAS + COMPANY  
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Architecture / Planning  
120 Atlantic Street  
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**LANDDESIGN**  
NC License# C-0658  
Civil Engineering / Landscape Architecture  
223 North Graham Street  
Charlotte, NC 28202  
704/333-0325 (T) • 704/332-3246 (F)

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Structural Engineering  
200 South College Street, Suite 720  
Charlotte, NC 28202  
704/334-7925 (T) • 704/334-7926 (F)

**McKIM & CREED**  
NC License# F-1222  
Mechanical / Plumbing / Electrical / Fire Protection Engineering  
5624 Executive Center Drive  
Charlotte, NC 28212  
704/945-3340 (T) • 704/532-9673 (F)

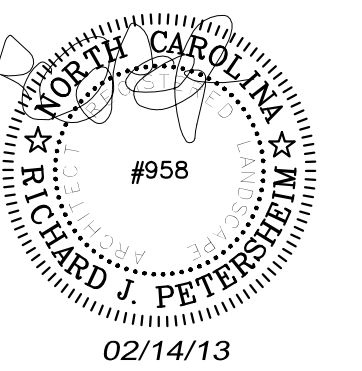
**UNC CHARLOTTE**  
RESIDENCE HALL  
PHASE XII

Early Site Package

State Construction Office ID#  
11-09156-02B

TAG	DESCRIPTION	DATE

Project: 12NCC249  
Drawn By: AHT  
Checked By: RJP  
Date: 14 February 2013  
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Early Site Package  
BID SET

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SITE DETAILS

C2.02



# **PAYMENT AND PERFORMANCE BONDS**

HOLDER CONSTRUCTION GROUP, LLC  
**PAYMENT BOND**  
**(Subcontract)**

Job JOB#

Subcontractor CONTRACT#

KNOW ALL MEN BY THESE PRESENTS, That Company1 (hereinafter called "Principal"), as Principal and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto **Holder Construction Group, LLC**, (hereinafter called the "Obligee"), in the sum of AMT Dollars (\$\$\$), for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called the "Prime Contract"), by Owner For Project name to be located at Project Address; and

WHEREAS, the Principal has entered into a written Subcontract with the Obligee, dated Date1 to perform, as Subcontractor, certain portions of the work in connection with said Prime Contract, consisting of Scope1 which Subcontract is hereby referred to and incorporated herein in full.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment in full to all persons supplying labor, material, services, utilities and equipment, or any other things in the prosecution of the work provided for in said Subcontract and any and all modifications of said Subcontract that may hereafter be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and attorney's fees, which the said Obligee may sustain by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, or any forbearance on the part of either the Obligee or Principal to the other, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

The said Principal and the said Surety agree that this Bond shall inure to the benefit of all persons supplying labor, material, services, utilities and equipment, or any other things, in the prosecution of the work provided for in said Subcontract, as well as to the Obligee, and that any of such persons may maintain independent actions upon this Bond in the name of the person or persons bringing any such action.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Company1 (Seal)  
Principal

Address1, address2  
Business Address

Witness:

\_\_\_\_\_  
Or Secretary's Attest

BY: \_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Surety (Seal)

Witness:

\_\_\_\_\_  
Or Secretary's Attest

\_\_\_\_\_  
Business Address

BY: \_\_\_\_\_

HOLDER CONSTRUCTION GROUP, LLC  
PERFORMANCE BOND  
(Subcontract)

Job JOB#

Subcontractor CONTRACT#

KNOW ALL MEN BY THESE PRESENTS, That Company1 (hereinafter called "Principal"), as Principal and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto **Holder Construction Group, LLC**, (hereinafter called the "Obligee"), in the sum of AMT Dollars (\$ \$\$), for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called the "Prime Contract"), by Owner For Project Name to be located at Project Address; and

WHEREAS, the Principal has entered into a written Subcontract with the Obligee, dated Date1 to perform, as Subcontractor, certain portions of the work in connection with said Prime Contract, consisting of Scope1 which Subcontract is hereby referred to and incorporated herein in full.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Subcontract within the time provided therein and any extensions thereof that may be granted by the Obligee, and during the life of any guaranty or warranty required under said Subcontract, and shall also well and truly perform all the undertakings, covenants, terms, conditions, and agreements of any and all modifications of said Subcontract that may hereafter be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and attorney's fees, which the said Obligee may sustain by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, or any forbearance on the part of either the Obligee or Principal to the other, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Company1 (Seal)  
Principal

Address1, address2  
Business Address

Witness:

\_\_\_\_\_  
Or Secretary's Attest

BY: \_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Surety (Seal)

Witness:

\_\_\_\_\_  
Or Secretary's Attest

\_\_\_\_\_  
Business Address

BY: \_\_\_\_\_