

INFORMAL CONTRACT

FOR

Project Number: _____

Location: _____

SCOPE OF WORK

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NOTICE TO BIDDERS

Pre-Proposal conferences and site visits for each project will be scheduled and conducted in the Conference Room at the Facility Management Division, 431 North Salisbury Street, Raleigh, North Carolina. Attendance at Pre-Proposal conferences will be mandatory and required for submission of a proposal. Contractors attending a Pre-Proposal conference will be required to sign in at the beginning and sign out at end of the site visit.

Proposals subject to the conditions contained herein may be mailed or hand carried, but will be received up to the designated time and date for each project. Proposals and/or addenda submitted via facsimile (fax) machine in response to a request for proposal will not be acceptable. Proposals are subject to rejection unless submitted in accordance with the instructions on all attached forms. Proposals shall be made only on the form provided herein with all blank spaces for bids properly filled in and all signatures properly executed. Envelopes with completed proposals must be addressed as indicated for each project:

Proposal For:

Project or Work Order Number: _____

Proposal Date: _____

Sealed proposals will be publicly opened in the Conference Room of the Facility Management Division Building located at 431 North Salisbury Street in Raleigh, North Carolina. Opening of proposals will begin promptly at the designated time for each project. Proposals received after the designated time and date will not be considered.

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts.

The Project Coordinator is _____.

GENERAL CONDITIONS

GENERAL INSTRUCTIONS

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

CONTRACTING AGENCY

For the purpose of this contract, the Facility Management Division, Department of Administration hereinafter is referred to as the "Contracting Agency" or "Agency." A Project Coordinator will be designated for each project. The Project Coordinator can be reached at Engineering Services, Facility Management Division, (919) 733-3855.

MATERIALS, EQUIPMENT AND EMPLOYEES

- a. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper, and lawful construction, maintenance, and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. No changes shall be made in the work except upon written approval and change order of the Project Coordinator.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the Contractor shall be aware the cited examples are used only to denote the quality standard of product desired and they do not restrict bidders to a specific brand, make, manufacturer, or specific name; that they are used only to set forth and convey to bidders the general style, type, character, and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the project coordinator for approval or disapproval; such approval or disapproval shall be made by the Project Coordinator prior to the opening of proposals.

- e. The Contractor shall designate a foreman or superintendent who shall direct the work. Contractor agrees to be responsible for and shall provide general supervision of all employees working on a project contract. Whenever any employee is working, there shall be a designated supervisor directing their work. The Contractor shall ascertain that all employees abide by the following rules:
1. Before the Contract is awarded, the Contractor must complete a Contractor Personnel Work Plan listing proposed number of personnel that will be responsible for the work. It will be used to record issuing of card access badges that will allow access entry into State buildings. The format for this plan is found on page 11 of this document.
 2. Individual supervisor(s) shall be issued a Contractor photo identification/card access badge provided by Facility Management Division's Security Systems Section. This badge shall be worn at all times while working on State buildings and will allow access entry during regular day or extended hours. It shall be activated and deactivated by Security Systems based on the project start and completion dates and scheduling. Initial photo identification/card access badge(s) shall be provided at no charge. Contractor's replacement cost is \$6.00 per badge.
 3. Wearing of a distinctive uniform provided by the Contractor is encouraged.
 4. Supervisors and employees shall not disturb any papers, boxes, or other materials except in trash receptacles or designated areas for trash or unless such material is properly identified as trash.
 5. Supervisors and employees shall report any property loss or damage to their supervisor immediately. The supervisor shall report the location and extent of damage to the Contracting Agency and/or the Project Coordinator.
 6. Supervisors and employees shall not open drawers, file cabinets, or use any telephone except public pay phones unless given specific prior approval by the Contracting Agency.
 7. Supervisors and employees shall not leave keys in doors or admit anyone to any building or office who is not a designated employee of the Contractor. All doors, which were locked upon entry, will be immediately re-locked after entry.
 8. Supervisors and employees shall not engage in idle or unnecessary conversation with State employees, tenants, or visitors to the building.
 9. Supervisors and employees shall not remove any article or materials from the premises, regardless of its value or regardless of any employee or tenant's permission. This includes the contents of or any item found in trash containers in or around the premises.
 10. Supervisors and employees shall abide by rules and regulations set forth by the State of North Carolina which affects the performance of the work.

11. Upon written request of the Contracting Agency to the Contractor, any Contractor's employee who fails to abide by these or other rules established by the State will be immediately removed from the job and replaced.
12. If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts is adjudged a nuisance to the Agency or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from grounds.

CODES, PERMITS AND INSPECTIONS

- a. The Contractor shall obtain the required permits, give all notice and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Agency, he shall bear all cost arising there from.
- b. All work under this contract shall conform to the North Carolina State Building Code and other state and national codes as are applicable.
- c. Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to county or municipal building codes and may* not be subject to inspection by county or municipal authorities. The Contractor shall, however, cooperate with the county or municipal authorities by obtaining building permits if required. Permits shall be obtained by the Contractor at no cost to the Agency.

* Inspection and certification of compliance by local authorities is necessary if an architect or engineer was not employed on the project, or if the plans and specifications were not approved by the Department of Insurance and the construction inspected by the Facility Management Division.

SAFETY REQUIREMENTS

- a. The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Agency or Project Coordinator. He shall be responsible for any damage to the Agency's property or that of others on the job, by himself, his personnel, or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Agency arising from such damages.
- b. The Contractor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

- c. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the A.G.C. Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

TAXES

- a. Federal Excise Taxes do not apply to materials entering into State work (Internal Revenue Code, Section 3442(3)).
- b. Federal Transportation Taxes do not apply to materials entering into State work (Internal Revenue Code, Section 3475 (b) as amended).
- c. North Carolina Sales Taxes and Use Tax do apply to materials entering into State work (N.C. Sales and Use Tax Regulation No. 42, Paragraph A), and such costs shall be included in the proposal and contract sum.
- d. Local Option Sales and Use Taxes do apply to materials entering into State work as applicable (Local Option Sales and Use Tax Act, Regulation No. 57), and such cost shall be included in the proposal and contract sum.
- e. Accounting Procedures for Refund of County Sales and Use Tax.
- f. Amount of county sales and use tax paid per Contractor's statements:
 1. Contractors performing contracts for state agencies shall give the state agency for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(e).
 2. The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from Contractors, an agency may obtain a certified statement as of April 1, 1991 from the Contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The Contractor should also be notified that the certified statement may be subject to audit.
 3. In the event the Contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.
 4. Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated

to make the sale. Therefore, it is important the county tax be reported for the county of sale rather than the county of use.

5. When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.
6. Such statement must also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of county sales or use tax paid thereon by the Contractor.
7. Similar certified statements by his subcontractors must be obtained by the general Contractor and furnished to the claimant.
8. Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures, and equipment which actually become a part of or annexed to the building or structure.

EQUAL OPPORTUNITY

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

INSURANCE

- a. The Contractor shall not commence work until he has obtained all insurance required and such insurance has been approved by the Agency, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.
- b. The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project under his contract.
- c. The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise

from operations under this contract, whether such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

1. Public Liability Insurance in an amount not less than \$300,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than \$500,000 on account of one accident; and Property Damage Insurance in an amount not less than \$100,000/\$300,000.
2. The Contractor shall furnish such additional insurance as may be required by General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
3. Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than fifteen (15) days after mailing written notice to the insured and/or the Agency of such alteration or cancellation, sent by registered mail.
4. The Contractor shall furnish the Agency with satisfactory proof of carriage of the insurance required before written approval is granted by the Agency.

INVOICES FOR PAYMENT

- a. Partial payment will not be made unless agreed to in advance. Final payment will be made lump sum within forty-five (45) consecutive days after acceptance of the work by Engineering Services. The submission of a signed Contractor's affidavit and invoice must include the project or work order number associated with this contract.
- b. The Contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."
- c. Executed contract documents, insurance certifications, and, upon completion and acceptance of the work, invoices and other information requested should be sent to:

Department of Administration
Facility Management Division
ATTN: Engineering Services
1313 Mail Service Center
Raleigh, North Carolina 27699-1313

- d. It is imperative that contract documents, invoices, etc., be sent to the above address only to ensure proper and timely delivery and handling.

WORK SITE

The Contractor shall keep the work sites and surrounding areas reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Agency. The Contractor shall take proper and adequate measures

for the protection of all property and personnel while in the performance of this contract. The Contractor shall be responsible for any damage to the Agency's property and damage incurred by its sub-Contractors. The Contractor will repair these damages to the satisfaction of the Agency. The Contractor shall be responsible for all clean up and removal of all debris caused by its work. Any clean up performed by the Agency, Facility Management Division employees, or other Contractors associated therein may be charged to the Contractor. If work is done after normal working hours, the job site must be totally clean by 7:00 AM each day. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites and completely prepare the project and site for use by the Agency.

GUARANTEE

- a. The Contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the Agency.
- b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The Contractor shall replace such defective equipment or materials, without cost to the Agency, within the manufacturer's warranty period.
- c. Additionally, the Agency may bring an action for latent defects caused by the negligence of the Contractor, which is hidden or not readily apparent to the Agency at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.
- d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor may use subcontractors for any project. The Contractor agrees the terms of these contract documents shall apply equally to a subcontractor as to the Contractor and that the subcontractor is bound by those terms as an employee of the Contractor.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

- a. Start and Finish Dates will be coordinated with the Agency and established prior to awarding the contract. The Contractor shall commence work to be performed under this Contract on a date to be specified in contract award order from the Agency.
- b. If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Agency, his employees or his separate Contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Agency, then the contract time may be reasonably extended in a written order from the Agency upon written request from the Contractor within ten days following the cause for delay.

ROOF GUARANTEE (Roofing Projects)

The following paragraph is hereby added and shall become a part of the Guarantee of the General Conditions of the Contract; the Contractor shall guarantee the materials and workmanship associated with roofing, flashing, and sheet metal work incidental to the roofing against defect due to faulty material, workmanship, and/or negligence by Contractors for a period of twenty-four (24) months following final acceptance of the work. The substitution of an equal or longer term manufacturer's warranty in lieu of this requirement will not be accepted.

PERFORMANCE AND PAYMENT BONDS (If required by Agency)

If required, Contractor shall furnish a Performance Bond and Payment Bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications (Forms 307 and 308). All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina. In case of default of the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned through the default. Failure to satisfactorily perform the services required by the contract for each project will be grounds for the Contracting Agency to declare the Contractor in default. The Contracting Agency will initiate the recommendation for cancellation if the services are found to be unsatisfactory or the Contractor is in default of the contract.

UTILITIES

Agency may provide certain utilities such as power or water with connections and extensions by the Contractor. Use of existing toilets, parking, access, etc. may be described in the specifications for each project or work order.

USE OF SITE

The use of the site may be restricted. Work hours may be limited. Parking permits may be required. These conditions may be described in the specifications.

UNIT PRICES

The Contracting Agency will provide plans and specifications for each construction and renovation project. Each Contractor's cost proposal for a project will include an item description, unit, cost per unit (cost per unit equals the sum of material, labor, overhead, and profit), quantity, and total price for each construction/renovation item needed to complete the project. Failure to submit a cost proposal listing these items per this procedure or not providing a breakdown total for materials, labor, and total proposal cost may invalidate a cost proposal.

CONTRACT AWARD

A contract for each project or group of contracts will only be awarded to a Contractor who has submitted the lowest reasonable and complete cost proposal for the project. The Contractor must complete a Proposal and Contract form including the base bid, date, name and address of firm, federal ID number, and appropriate signatures that shall accompany the unit price proposal for the project. This completed form will serve as an accepted proposal, contract award, and notice to proceed with start and finish dates when signed by the authorized person in Facility Management Division. Failure to include this completed form will invalidate a cost proposal. The format for this plan is found on page 14 of this document.

REFERENCES

For those Contractors who have not worked with the Contracting Agency, the Contractor will submit at least 4 references from public or private agencies for which it has done similar or related work during the past three years. The format for this plan is found on page 12 of this document.

CONTACT INFORMATION

The Contractor must also complete a Contractor Contact Information form for each proposal. The format for this plan is found on page 13 of this document.

ORAL EXPLANATIONS

The Agency will not be bound by oral explanations or instructions given at any time during the competitive process or after a project is awarded. Any and all changes will be provided in writing to all Contractors.

CONTRACTOR PERSONNEL WORK PLAN

Contractor: _____

The purpose of the Work Plan is to establish the proposed number of personnel to be assigned to the Contract. Please indicate if a person serves in more than one Title. This is a required item and must be included in the proposal.

Title	Number of Personnel	Contractor Badges Received	Received By (Signature)	Date Received
Supervisor				
Foreman				
Carpenter(s)				
Painter(s)				
Other				

CONTRACTOR REFERENCES

CONTRACTOR _____

Each prospective Contractor must supply at least four (4) references from government agencies and/or private firms for which it has done similar or related work during the past three years.

1. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

2. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

3. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

4. Agency or Firm Name: _____

Business Address: _____

Contact Person: _____

Telephone Number: _____

CONTRACTOR CONTACT INFORMATION

Name: _____

Mailing Address: _____

Email Address: _____

General Contractor
License Number: _____

Business
Telephone Number: _____

Facsimile
Telephone Number: _____

24 Hour Telephone,
Mobile, or Pager Number: _____

Answering Service
Local/Toll Free Number: _____

Federal ID Number or
Employer ID Number: _____

Date Firm Established: _____

PROPOSAL AND CONTRACT

For

(Project Name)

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the State of North Carolina through the Facility Management Division, Department of Administration, for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents to the full and entire satisfaction of the State of North Carolina, Facility Management Division for the sum of:

BASE BID: _____
(Spell out amount of proposal, e.g. ten thousand, five hundred dollars and no cents)

Dollars \$ _____
(Enter amount of proposal in dollars and cents, e.g. \$10,500.00)

Respectively submitted this _____ day of _____, 20____

(Name of firm or corporation making bid)

Federal ID Number: _____

By: _____
(Signature)

Title: _____
(Owner, Partner, President or Vice President)

PROPOSAL ACCEPTED BY:

State of North Carolina
through the
Facility Management Division, Department of Administration

BY: _____ TITLE: _____

DATE: _____

START DATE: _____ FINISH DATE: _____