

WAKE COUNTY OFFICE BUILDING
GROUND FLOOR FIT-UP
337 SOUTH SALISBURY STREET
RALEIGH, NORTH CAROLINA 27601
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NOTICE TO BIDDERS

Sealed proposals will be received by the County of Wake in the Purchasing Department, Room 2900, Wake County Justice Center, 301 S. McDowell Street, Raleigh, NC 27601, up to 2 pm Eastern Standard Time on December 16, 2021, and immediately thereafter publicly opened and read for providing labor, material and equipment entering into the fit up of the Ground Floor of the Wake County Office Building Project, located in Raleigh, NC.

The Work includes minor selective demolition and new construction of the Ground and Basement Floors of the Wake County Office Building. The Work also includes, but is not limited to, incidental demolition and modifications to the plumbing, heating, ventilating, air-conditioning, electrical systems and lighting, and sprinkler system on the Ground, Basement, Mezzanine, and First Floors of the Wake County Office Building.

Wake County provides minorities and women equal opportunity to participate in all aspects of its construction program consistent with NCGS §143-8. Bidders shall comply with the requirements of the Wake County Minority Business Enterprise Program, as outlined in Section 00 30 00 of the documents.

Complete Contract Documents (Electronic copy only) may be obtained, during normal office hours, beginning on November 17, 2021 from local plan rooms and from:

Little Diversified Architectural Consulting
410 Blackwell Street, Suite 10
Durham, NC 27701
(919) 474-2567
Attn: Anne Lebo, AIA

A mandatory Pre-Bid Conference will be held on November 30, 2021 at 11 am Eastern Standard Time, in Room G31 (to be G103 in the new work documents) in the Ground Floor of the Wake County Office Building, 337 S. Salisbury St, Raleigh, NC. Comply with building regulations related to COVID-19 protocols.

No bid may be withdrawn for sixty (60) days after the scheduled closing time for bids.

The Owner reserves the right to reject any or all bids and to waive informalities.

Signed: COUNTY OF WAKE

By: David Rutherford
Senior Project Manager,
Facilities Design and Construction

LITTLE™
DIVERSIFIED ARCHITECTURAL CONSULTING



Facilities Design & Construction

TEL 919 856 6350
FAX 919 856 6355

Wake County Office Building, 11th Floor
P.O. Box 550 • Raleigh, NC 27602

Notice of Wake County Electronic Contracting Processes for Construction Agreements

All Wake County contracts are executed and processed electronically. The successful lowest responsive responsible bidder upon award of the construction contract must be a registered Wake County vendor to start the electronic contract process. Any company not registered as a Wake County vendor, must register at the Self-Service Portal and enroll in EFT and be paid by direct deposit. The Vendor Registration portal may be found at:

<http://www.wakegov.com/finance/business/vendors/Pages/default.aspx>

Upon notification of contract award, contractor will be issued instructions for processing Performance and Payment Bonds, Certificates of Insurance, and issuance of the Construction Agreement

Contracts will then be transmitted via DocuSign for signing, attesting, and execution.

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TYPICAL SUPPLEMENTARY GENERAL CONDITIONS

GENERAL

These Supplementary Conditions contain changes and additions to the project "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", as published herein. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the Article, Paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 1 - DEFINITIONS

Paragraph 1.13: At the end of the existing paragraph, add the following:

The Contract Time is 365 consecutive calendar days, beginning on the Date of Commencement as specified in the written Notice-to-Proceed.

Paragraph 1.18: Delete the last sentence in its entirety and substitute the following in lieu thereof:

“A list of the Drawings is contained in the “Supplementary General Conditions.”

The Drawings applicable to this Contract are as follows:

Refer to Cover Sheet of Drawings for list of Drawings in “Sheet Index.”

ARTICLE 3. FAMILIARITY WITH WORK, CONDITIONS AND LAWS

Paragraph 3.3: At the end of the existing paragraph, add the following paragraph:

“To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.”

“By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

“Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that

boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.”

Add the following paragraph:

“3.5 A Pre-Bid Conference will be held. Refer to Notice to Bidders for location and time. Purpose of conference is for prospective Bidders to familiarize themselves with the site and to ask questions pertaining to the Contract Documents. Bidders are reminded that no oral interpretations of meaning of Drawings and Specifications can be made. Conflicts in documents, if any, will be resolved by written addendum. (Reference “Instructions to Bidders, Paragraph 5 (for formal.)

ARTICLE 5. INSURANCE AND INDEMNITY

Paragraph 5.1.2: In addition to all other endorsements required by the General Conditions, if the Contractor is required to transport, dispose of or otherwise handle hazardous or toxic waste, material, chemicals, compounds or substances, the policy of insurance shall be further endorsed to include the following:

Insurance Service Office (ISO) Form #CA 00 01 06 92 or its equivalent, amending exclusion 11 in the following manner:

- i. Delete section a. (1) a.: (Pollution) "being transported or towed by, or handled for movement into, onto or from, the covered auto."
- ii. Delete section a. (1) b.: "Otherwise in the course of transit by the insured."

The Contractor and transporter must comply with all applicable DOT and EPA requirements.

Paragraph 5.1.4: Add the following Paragraph [as necessary if the Contractor or its Subcontractor is required to consolidate, transfer, transport, dispose of, store or otherwise handle hazardous or toxic waste, material, chemicals, compounds or substances at any location]:

“Pollution Legal Liability (PLL)

A PLL policy must be provided for the Project. Coverage must be sudden and non-sudden, and include:

- a) Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death;
- b) property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss

of use of tangible property that has not been physically injured or destroyed;
and

- c) Defense including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

The Owner must be named as Additional Insured, and a Non-Owned Disposal Site Endorsement must be provided, scheduling the appropriate landfill.

Minimum PLL limits of coverage shall be:

Per Loss	\$1,000,000
All Losses	\$2,000,000

ARTICLE 6. OTHER RECORD DOCUMENTS AND SUBMITTALS

Paragraph 6.1: Delete the paragraph in its entirety and substitute the following in lieu thereof:

“The Designer shall furnish to the Contractor Electronic PDF files of the Contract Documents.”

ARTICLE 7. CONTRACTOR

Paragraph 7.13: Delete the paragraph in its entirety and substitute the following in lieu thereof:

“The Owner shall secure and pay for all building construction permits. The Contractor shall secure and pay for other permits, including without limitation construction permits and licenses, and will pay all governmental charges and inspection fees necessary for the prosecution of the Work.”

ARTICLE 10. DESIGNER

Add the following paragraphs:

“10.5 As a part of its Basic Services under the Owner-Designer Agreement, the Designer will conduct project closeout for three predetermined areas as outlined at the Pre-Bid meeting, which will include one site visit per area to determine Substantial Completion of the Work. If, after the performance of said site visit, the Designer determines that the Work is not substantially complete, successive site visits to determine Substantial Completion will be deemed Additional Services under the Owner-Designer Agreement. The Contractor shall be liable to the Owner for any Designer’s fees incurred as a result of any such Additional Services of the Designer. Any funds due under this paragraph may be deducted by the Owner from the amounts due the Contractor for such additional Designer’s fees and paid directly to the Designer. Should the cost for such Additional Services of the Designer exceed the amount due or to become due to the Contractor, then the Contractor and his

sureties shall be liable for and shall pay to the Owner the amount of any such excess.

“10.6 As a part of its Basic Services under the Owner-Designer Agreement, the Designer will conduct project closeout for three predetermined areas as outlined at the Pre-Bid meeting, which will include a single site visit per area to determine Final Completion of the Work. If, after the performance of said site visit, the Designer determines that the Work is not complete, successive site visits to determine Final Completion of the Work will be deemed Additional Services under the Owner-Designer Agreement. The Contractor shall be liable to the Owner for any Designer’s fees incurred as a result of any such Additional Services of the Designer. Any funds due under this paragraph may be deducted by the Owner from the amounts due the Contractor for such additional Designer’s fees and paid directly to the Designer. Should the cost for such Additional Services of the Designer exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.”

ARTICLE 13 - CONTRACT TIME

Paragraph 13.18: Add the following:

“If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as Step One Liquidated Damages and not as a penalty, the following per diem amount commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed Substantial Completion of the Work:

Seven Hundred and Fifty Dollars \$750.00 per consecutive calendar day

If the Contractor fails to achieve Final Completion of the Work within thirty (30) consecutive calendar days of the actual date of Substantial Completion of the Work, the Owner shall be entitled to retain or recover from the Contractor, as Step Two Liquidated Damages and not as a penalty, the following per diem amount commencing upon the first day following the actual date of Substantial Completion and continuing until the actual date of Final Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed Final Completion of the Work:

Five Dollars \$500.00 per consecutive calendar day

The Owner may deduct liquidated damages described above from any unpaid amounts then or thereafter due the Contractor under this Agreement. Should the amount of any

liquidated damages exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.”

ARTICLE 26 – USE OF PREMISES

Paragraph 26.4: Add the following paragraph:

“The Contractor is to complete work between the hours of 6:00 PM and 6:00 AM.”

Paragraph 26.5: Add the following paragraph:

“Existing spaces beyond work limits affected by construction debris and traffic are to be cleaned each day by the Contractor. Failure to maintain daily cleanliness will result in additional charges from the Owner. Contractor acknowledges Owner will have 24 hour access to work limits. Contractor is responsible for removing all traffic debris.”

ARTICLE 29 – TAXES

Paragraph 29.1: Add the following to the existing paragraph:

“The Contractor is to use the Sales Tax Reporting Form attached to the contract documents for reporting taxes paid.

ARTICLE 36. GENERAL

Add the following paragraph:

“36.3 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor’s responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.”

END OF SUPPLEMENTARY GENERAL CONDITIONS

November 24, 2021
Addendum No. 1

Wake County Office Building
Ground Floor Fit-Up
Contract Documents

514-12156-02



SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
 - 2. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Except for Contingency Allowances, the Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance. Coordinate allowance work with related work to ensure that each selection is completely integrated and interfaced with related work. Include all allowance amounts as a separate line item amount on each application for payment.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Unit-cost allowances.
 - 3. Quantity allowances.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise the Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work. Provide a minimum of three (3) proposals for each allowance for use in making final selections, unless instructed otherwise by the Architect. Furnish proposals in time so as not to delay the project. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM AND QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.
- B. Contractor's costs for delivery, taxes, receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance, unless indicated otherwise in unit price descriptions.
- C. Quantity Allowances are based solely on the Contractor's estimated quantities for the Work required or reasonably implied by the Contract Documents. The Contractor's estimated quantities shall include all necessary allowances for waste, tolerances, normal product imperfections, and other margins.
- D. For Quantity Allowances, the Contractor shall include as a line item in the Schedule of Values the quantities of the designated material multiplied by the unit price given in the allowance. Costs included in the Contract Sum (specified in B above) are to be broken out as a separate line item for each Quantity Allowance. The Contract Price will be adjusted up or down only if the quantity of Work, as modified by a Change Order or Field Directive, is greater or less than the Scope of Work indicated or reasonably implied on the Contract Documents. Errors in estimating are not grounds for an increase in the quantity allowance.

1.7 UNIT-COST ALLOWANCES

- A. Unit Cost Allowances quoted in the Proposal shall include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead and profit, and shall be the full compensation for the Contractor's cost involved in providing the Work. Unit cost allowances are applied only if the quantities of Work are greater than the required or reasonably implied quantities indicated in the Documents.
- B. When requested, prepare explanations and documentation to substantiate the margins as claimed. Prepare and submit substantiation of a change in the scope of work (if any) claimed in the change orders related to unit-cost type allowances. The Owner reserves the right to

establish the actual quantity of work- in-place by an independent quantity survey, measure or count.

1.8 CHANGE ORDER MARK-UP

- A. As a procedural restriction no mark-up (increase or decrease) shall be included in the change order amount for Contractor's increase or decrease in handling, labor, installation, overhead or profit unless purchase order amount varies from allowance by 15 percent or more.
- B. Change orders prepared to return unused allowance amounts to the Owner shall be subject to the same requirements for the return of appropriate profit and overhead as other change orders in accordance with the Conditions of the Contract. Where the Contractor has been directed not to include his related costs (profit and overhead) in the Contract Sum for contingency allowances, the return of profit and overhead shall not be expected.

1.9 UNUSED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 01 (Lump Sum Allowance): Security Package.
 - 1. Include allowance of \$116,000.
- B. Allowance No. 02 (Lump Sum Allowance) Signage Package.

1. Include allowance of \$13,800.
- C. Allowance No. 03 (Lump Sum Allowance) Structure Cabling/Data:
1. Include allowance of \$150,000.
 - a. This allowance Includes material cost, receiving, handling, and installation of all category cable, face plates, fiber, telecom bay patches, fiber patch bays, and telecom racks for all areas of the project.
- D. Allowance No. 04 (Lump Sum Allowance): A/V Systems.
1. Include allowance of \$750,000.
 - a. This allowance includes material cost, receiving, handling, and installation of AV equipment for the EOC, Innovation Center, and Corporate Meeting Room G103.
- E. Allowance No. 05 (Unit Allowance): Wall mounted 20 amp duplex receptacle.
1. Coordinate quantity allowance adjustment with corresponding unit-price requirements in Section 01 22 00 "Unit Prices."
- F. Allowance No. 06 (Unit Allowance): Wall mounted 20 amp quad receptacle.
1. Coordinate quantity allowance adjustment with corresponding unit-price requirements in Section 01 22 00 "Unit Prices."
- G. Allowance No. 07 (Unit Allowance): Sprinkler Head.
1. Coordinate quantity allowance adjustment with corresponding unit-price requirements in Section 01 22 00 "Unit Prices."
- H. Allowance No. 08 (Unit Allowance): Exit Light.
1. Coordinate quantity allowance adjustment with corresponding unit-price requirements in Section 01 22 00 "Unit Prices."
- I. Allowance No. 09 (Unit Allowance): Fire Alarm horn and/or strobe.
1. Coordinate quantity allowance adjustment with corresponding unit-price requirements in Section 01 22 00 "Unit Prices."
- J. Allowance No. 10 (Quantity Allowance): MVE-Control System.
1. Include MVE-Control System installed for 400 square feet of slab on grade in scope of Work, as specified in Division 09 Section "Moisture Vapor Emission Control."
 2. Coordinate quantity allowance adjustment with corresponding unit-price requirements in Section 01 22 00 "Unit Prices."

END OF SECTION 01 21 00