

**SUBCONTRACT**



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Contract Job Number:	2843
Subcontract Number:	SDI012843
Date Typed:	02/19/2025

This Agreement (HEREINAFTER "Agreement"), made this 19th day of February 2025, by and between:

**CONTRACTOR:** **RODGERS BUILDERS, INC.**  
Post Office Box 18446  
Charlotte, NC 28218  
  
(hereinafter "Contractor")

- and -

**SUBCONTRACTOR:** **NATIONAL TAB** **Contact/Phone**  
105 Stone Village Dr. **Scott Springer**  
Fort Mill, SC 29708 [Scott@nationaltab.com](mailto:Scott@nationaltab.com)  
  
(hereinafter "Subcontractor")

to perform part of the Work on the following Project:

**PROJECT:** **COLTRANE-WEBB/ BEVERLY HILLS REPLACEMENT ELEMENTARY SCHOOL**  
61 Spring Street NW  
Concord, North Carolina 28025  
  
Rodgers Project No. 2843  
  
(hereinafter "Project")

**OWNER:** **CABARRUS COUNTY BOARD OF EDUCATION**  
4425 Old Airport Road  
Concord, NC 28025  
  
Owner Project No. 4029609  
  
(hereinafter "Owner")

**ARCHITECT:** **YATES-CHREITZBURG-HUGHES ARCHITECTS, PA**  
7035 Northwinds Drive, NW  
Concord, North Carolina 28027  
  
Architect Project No. 22339.00  
  
(hereinafter "Architect")

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**Notice to the parties shall be given at the above addresses.**

## ARTICLE 1

### SCOPE OF WORK

**1.1 SUBCONTRACTOR'S WORK.** Contractor employs Subcontractor as an independent contractor to perform the Work, further described in Attachment "C", which is a portion of the entire Work required by the Owner/Contractor Agreement. Subcontractor shall perform such Work (hereinafter "Subcontractor's Work") under the general direction of Contractor and in accordance with this Agreement and the Contract Documents.

**1.2 CONTRACT DOCUMENTS.** The Contract Documents which are binding on Subcontractor, and which may be modified from time to time by Subcontract Change Order, are this Subcontract Agreement, including all Attachments hereto, and all documents listed in Attachment "B" which shall be considered fully incorporated herein. By executing this Agreement, Subcontractor warrants and represents that it has read and understands the Contract Documents and is bound by their terms. Terms defined elsewhere in the Contract Documents shall have the same definition when used in this Agreement, unless the context clearly requires otherwise. Upon Subcontractor's reasonable request, Contractor shall furnish to Subcontractor a copy of any part of the Owner/Contractor Agreement, although certain confidential information may be deleted in Contractor's sole discretion.

## ARTICLE 2

### SCHEDULE OF WORK

**2.1 TIME OF PERFORMANCE.** Time is of the essence in the performance of the Work and the completion of the Project. Subcontractor agrees to see to the performance of Subcontractor's Work so that the entire Project and every portion thereof may be completed in accordance with the Contract Documents, including the requirements contained in Attachment "C", and any additional scheduling requirements contained in this Agreement. Subcontractor shall begin work as soon as instructed by Contractor and shall prosecute Subcontractor's Work efficiently and at such times and in such order as Contractor shall direct to keep Subcontractor's Work sufficiently in advance of the other parts of the Work and to avoid any delay or disruption to the progress or completion of the Project.

**2.2 SCHEDULE OF WORK.** Contractor may prepare a construction schedule for the entire Work, or any portion thereof, including the Work to be performed under this Agreement, which schedule shall be generally consistent with the time of performance described in Paragraph 2.1, schedule requirements, time limitations, and other milestones for completion of the Work specified in the Contract Documents, such schedule hereinafter referred to as the "Schedule of Work." Should Contractor not prepare a Schedule of Work, or should such Schedule of Work not indicate time of performance of all or part of Subcontractor's Work, then to that extent, the "Schedule of Work" shall be the time of performance as specified in Paragraph 2.1. Such Schedule of Work may be updated, supplemented or revised at appropriate intervals by Contractor as required by the conditions of the entire Work and Project and any changes or modifications in the requirements under the Contract Documents. Contractor shall maintain at the Project site office in a location reasonably available to subcontractor such Schedule of Work and any updates, supplements, revisions or subparts thereof.

**2.3 SCHEDULING.** Subcontractor shall promptly provide all scheduling information requested by Contractor for Subcontractor's Work and shall participate, assist and cooperate with Contractor in preparing, updating or revising the Schedule of Work or portions thereof including near term and detailed schedules for Subcontractor's Work. Subcontractor shall conform its Work, including the scheduling of times, durations, and sequences of operation and performance, and delivery of equipment and materials, to the requirements of the Contract Documents and the Schedule of Work, including subsequent updates, supplements and/or revisions. Subcontractor recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes. Subcontractor shall be responsible for continually monitoring the Schedule of Work so as to be fully familiar with the timing, phasing, duration and sequence of operations of Subcontractor's Work under this Agreement. Subcontractor shall provide a qualified management representative(s), who shall have full authority as provided in Article 5.4, to attend all scheduling or coordination meetings.

**2.4 PRIORITY OF WORK.** Contractor shall have the right to decide the time, order, priority, duration and sequence in which the various portions of the Work and Subcontractor's Work shall be performed and completed, and all other matters relative to the timely and orderly conduct of the Work. If requested by Contractor, Subcontractor shall furnish additional shifts of labor, shall work overtime, shall pay premium costs for materials and for expediting delivery, and shall make whatever other accommodations are necessary to meet the requirements of the Schedule of Work, all without affecting either the scope of Subcontractor's Work or the Subcontract Price. Should Subcontractor claim an unreasonable exercise of this authority by Contractor, or claim an adjustment to the Subcontract Price therefore, Subcontractor shall nevertheless proceed as requested by Contractor and shall, within five (5) days after being instructed by Contractor to furnish the additional shifts, work overtime, conform to the Schedule of Work and the like, give written notice of claim as provided in Article 4 hereof.

## ARTICLE 3

### SUBCONTRACT PRICE AND PAYMENT

**3.1 SUBCONTRACT PRICE.** Contractor agrees to pay to Subcontractor for the satisfactory performance of Subcontractor's Work the price (herein "Subcontract Price") stated in Attachment "C", pursuant to the terms contained in this Article.

#### 3.2 GENERAL PROVISIONS.

**3.2.1 SCHEDULE OF VALUES.** Prior to the first application for progress payment hereunder, Subcontractor shall submit to Contractor a schedule of values for all aspects of Subcontractor's Work, aggregating the total Subcontract Price, in such detail as Contractor may require, and shall support the same as Contractor may direct. This schedule, when approved by Contractor, shall be used as the basis for progress payment(s) to Subcontractor unless such schedule is subsequently found to be in error in which case it shall be appropriately adjusted.

**3.2.2 PARTIAL LIEN WAIVERS AND AFFIDAVITS.** As a condition for each progress payment, Subcontractor shall provide, in a form satisfactory to Owner and Contractor, partial waivers of lien or claim and affidavits of payment from Subcontractor and, if required by Contractor, from its subcontractors and suppliers. Subcontractor shall, as often as required by Contractor, furnish an affidavit setting forth all parties who furnish labor or materials to Subcontractor in the performance of Subcontractor's Work, with their names, addresses and the amount due or to become due to each. Like statements may be required from any second-tier subcontractors or suppliers of the Subcontractor.

**3.2.3 PAYMENT USE RESTRICTION.** No payment received by Subcontractor pursuant to this Agreement shall be used to satisfy or secure any other indebtedness owed by Subcontractor until and unless all obligations of Subcontractor to every person or entity furnishing labor, services, materials, or equipment or other obligations incurred in the performance of Subcontractor's Work have been satisfied. Contractor shall at all times have the right to contact Subcontractor's subcontractors and suppliers to assure that they are being paid.

**3.2.4 SUBCONTRACTOR PAYMENT FAILURE.** If Contractor has reason to believe that obligations for labor, services, materials or equipment or other obligations incurred in the performance of Subcontractor's Work are not being paid, Contractor shall give Subcontractor written notice thereof. Contractor may thereafter take any steps deemed necessary to assure that payments made under this Agreement are used to satisfy such obligations, including but not limited to the right to pay such obligations directly or bond off or otherwise discharge claims or liens arising therefrom, or retain out of any payments due or to become due to Subcontractor (under this Agreement or otherwise) a reasonable amount to protect Contractor and Owner from any and all loss, damage or expense arising out of or relating to any such obligation, claim or lien, until the obligation, claim or lien has been satisfied by Subcontractor.

**3.2.5 PAYMENT NOT ACCEPTANCE.** It is specifically agreed that payment to Subcontractor does not constitute or imply acceptance of any portion of Subcontractor's Work.

#### 3.3 PROGRESS PAYMENTS.

**3.3.1 APPLICATION.** Subcontractor may make application for progress payment for Subcontractor's Work performed and in place through the time of application. Application shall be made in such form and content as required by Contractor and the Contract Documents, and shall certify percentages of completion in accordance with the approved schedule of values established under Article 3.2.1 hereof. Whenever Subcontractor's application for progress payment includes amounts resulting from Subcontract Change Orders, the portion of the application related thereto shall be separately and clearly itemized. To the extent that Subcontractor's application for progress payment satisfies Owner's and Contractor's requirements, Contractor will include the same or its substance in Contractor's next application for payment to the Owner.

**3.3.2 RETAINAGE.** Retainage shall be in accordance with Attachment "C".

**3.3.3 TIME OF APPLICATION.** Subcontractor shall submit progress payment applications in accordance with Attachment "C". If Subcontractor's applications are not properly completed and timely submitted, Contractor shall have no obligation to include them in Contractor's application for payment to Owner.

**3.3.4 STORED MATERIALS.** If allowed by the Contract Documents, and if approved in advance by Owner, applications for payment may include materials and equipment not incorporated in Subcontractor's Work but delivered, adequately protected and suitably stored at the site or at some other location agreed upon in writing. Approval of a payment application by Subcontractor for such stored items shall be conditioned upon submission by Subcontractor of bills of sale, evidence of adequate insurance, and such other documents and procedures as are required by the Contract Documents and satisfactory to Owner and Contractor to establish Owner's unencumbered title to such materials and equipment and otherwise protect Owner's and Contractor's interest therein. Payment for stored items is subject to the express conditions precedent of full compliance with the Contract Documents and receipt by Contractor from Owner of payment for such stored materials. Where materials or equipment are store off site, Subcontractor shall make arrangements for and pay the cost incurred by Contractor and Owner in making a reasonable inspection.

**3.3.5 CONDITIONS OF PAYMENT.** Within seven (7) days after receipt by Contractor from Owner of monies in payment of Subcontractor's application for payment, receipt of such payment from Owner being an express condition precedent to Contractor's obligation to pay Subcontractor, Contractor shall pay the same over to Subcontractor, less retainage as provided in Attachment "C" (unless otherwise retained under the terms of this Agreement). Notwithstanding any contrary provision elsewhere in this Agreement, Contractor may delay payment of all or any portion of Subcontractor's application for payment in order to reasonably determine that Subcontractor's Work for which payment is requested has been properly performed and is in place, that sufficient funds remain available to complete Subcontractor's Work, that Subcontractor's Work will be completed as required by the Schedule of Work, that Subcontractor's application for payment and accompanying affidavits and waivers are true and correct in fact, and that all other requirements of this Agreement (other than Paragraph 3.4) have been satisfied relative to Subcontractor's Work for which payment is sought. When such determinations have been made to Contractor's satisfaction, Contractor will make payment in accordance with Subcontractor's application, as provided for in this Agreement. No such determination or payment shall relieve Subcontractor from its obligations under this Agreement, nor stop Contractor from subsequently asserting Subcontractor's failure to satisfy said obligations.

**3.4 FINAL PAYMENT.**

**3.4.1 APPLICATION.** Upon completion of Subcontractor's Work and acceptance by Owner, Contractor, and any other party whose acceptance is required under the Contract Documents, and upon Subcontractor furnishing evidence of fulfillment of all of Subcontractor's obligations in accordance with the Contract Documents and this Agreement, Contractor shall forward Subcontractor's application for final payment to Owner.

**3.4.2 REQUIREMENTS.** Before Contractor shall be required to forward Subcontractor's application for final payment to Owner, Subcontractor shall submit to Contractor:

- .1 an affidavit that all payrolls, bills for materials, services, equipment and taxes, and other indebtedness connected with Subcontractor's Work for which the Owner or its property or Contractor or Contractor's surety might in any way be liable, have been paid or otherwise satisfied; and
- .2 consent of surety to final payment, if required; and
- .3 a certificate evidencing that the insurance required by the Contract Documents to remain in force after final payment is currently in effect, and will not be canceled or allowed to expire in violation of the requirements of this Agreement, as well as a written statement that Subcontractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; and
- .4 all required operating instructions, as-built drawings, inspection and test results, and similar items, including all maintenance and operating manuals, marked sets of field record drawings and specifications reflecting as-built conditions, and reproducible Mylar drawings reflecting the location of any concealed utilities, mechanical or electrical systems and components; and
- .5 any and all other data such as guarantees, warranties, receipts, releases, and waivers of liens to the extent and in such form as may be required by Contractor, Owner or the Contract Documents.

**3.4.3 CONDITIONS OF FINAL PAYMENT.** Final payment of the balance of the Subcontract Price due shall be made to Subcontractor:

- .1 when appropriate certification and final approval thereof have been received as provided in the Contract Documents; and
- .2 after receipt by Contractor of final payment from Owner, such receipt being an express condition precedent to Contractor's obligation to make final payment to Subcontractor.

Subcontractor's acceptance of final payment shall constitute a waiver by Subcontractor of all claims relating to Subcontractor's Work except such claims as have been previously identified and made in writing and fully and properly preserved and pursued pursuant to Paragraphs 4.3, 4.4, and 9.2 as they may apply.

**3.5 CONDITION PRECEDENT.** Notwithstanding any contrary provision of the Contract Documents, payment of amounts by Owner to Contractor for specific Work performed shall be an absolute condition precedent to any obligation of Contractor (or its Surety) to make payment to Subcontractor for the performance of such Work. In the event that a controversy occurs between the Owner and the Contractor concerning the Agreement between the Owner and Contractor, or the Work to be performed thereunder, it is expressly agreed that no compensation for any items of Work shall be due to Subcontractor unless and until payment for such items is received by Contractor, regardless of whether payment for such items is delayed, or is not made, as a result of Contractor negotiating with the Owner, arbitration, administrative action, litigation, appeals, or other similar activities. Contractor and Subcontractor agree that payment for such items to Subcontractor shall only be due if such payment is actually received by Contractor from Owner. Subcontractor warrants and represents that it relies for such payment for work performed on the credit and ability to pay of the Owner, and not of Contractor, and that Subcontractor undertakes the risk that it shall not be paid for work performed under this Agreement in

the event that Contractor, for whatever reason, is not paid by Owner for such work. Furthermore, Subcontractor understands and agrees that it will not, under any circumstance, claim against the principal or surety on any payment bond furnished by Contractor regarding the Project for payment of amounts not due to Subcontractor under this Agreement. This condition precedent applies fully to any and all of Subcontractor's rights to payment, or to an equitable adjustment, and to Subcontractor's right to assert any claim(s), under this Agreement, or in connection with Subcontractor's Work, including any rights under Paragraphs 3.3.4, 3.3.5, 3.4.3.2, 4.1, 4.3, 4.5, and 6.3.

## ARTICLE 4

### CHANGES, FIELD ORDERS, CLAIMS AND DELAYS

**4.1 CHANGES.** When Contractor so directs in writing, Subcontractor, without nullifying this Agreement or any bond given hereunder, shall make any and all changes in Subcontractor's Work which are within the general scope of this Agreement. Subcontractor shall promptly submit proposals for such changes in the manner provided in the Contract Documents and within such time as to enable Contractor to give Owner any notices required by the Contract Documents, and in accordance with any additional requirements Contractor may issue. In the absence of any requirements by the Contract Documents or additional requirements by Contractor, Subcontractor shall provide its written proposal within seven (7) days of receipt of Contractor's directive. If Subcontractor's written proposal is not submitted as required herein, Subcontractor waives all rights to any adjustment to the Subcontract Price or Schedule of Work or where a credit is involved, accepts the deductive amount determined by Owner, Architect and/or Contractor. Adjustment to the Subcontract Price or Schedule of Work, if any, resulting from such changes shall be set forth in a written document (herein "Subcontract Change Order") and shall be determined in accordance with the provisions of the Contract Documents relating to changes, or, in the absence of such provisions, on a mutually agreed upon, equitable basis. Notwithstanding any inability to agree upon any adjustments or the basis for an adjustment, Subcontractor shall, if directed in writing by Contractor, nevertheless promptly proceed in accordance with Contractor's directive, maintaining daily cost records (including detailed descriptions and locations of work performed) of such work on a time and material basis submitted to Contractor daily, and any dispute shall be resolved under Article 9 hereof. No adjustment to the Subcontract Price or Schedule of Work shall be made for any changes not ordered in writing by Contractor. Subcontractor shall only be entitled to an adjustment to the Subcontract Price or Schedule of Work in connection with any change initiated by Owner upon the same terms and conditions an extension of time or additional compensation is allowable to Contractor under the Contract Documents, and only to the extent actually allowed and paid to Contractor by the Owner, receipt of payment from Owner being an express condition precedent to Contractor's obligation to pay Subcontractor.

**4.2 FIELD ORDERS.** A "Field Order" is a written order from Contractor to Subcontractor which orders minor changes to or clarifies the scope of Subcontractor's Work, but does not involve an adjustment to the Subcontract Price or Schedule of Work. Subcontractor shall carry out such Field Orders promptly. If Subcontractor believes a Field Order justifies an adjustment to the Subcontract Price or Schedule of Work, Subcontractor shall so notify Contractor in writing prior to performing that portion of Subcontractor's Work affected by the Field Order. Subcontractor shall also present to Contractor, on a daily basis, work tickets and other evidence of costs incurred in performing Subcontractor's Work affected by the Field Order. Failure to give written notice and present cost records daily as Subcontractor's Work affected by the Field Order is performed shall be a waiver of any claim by Subcontractor for an adjustment to the Subcontract Price or Schedule of Work in connection with the Field Order. Within five (5) days after issuance of a Field Order which Subcontractor believes justifies an adjustment to the Subcontract Price or Schedule of Work, Subcontractor shall submit to Contractor, in writing, all evidence which Subcontractor believes substantiates its claim. If Contractor agrees, a Subcontract Change Order will be issued. In the event that an agreement cannot be reached, Subcontractor shall nevertheless proceed in accordance with Contractor's Field Order, and any dispute shall be resolved under Article 9 hereof.

**4.3 CLAIMS RELATING TO OWNER.** Subcontractor agrees to make all claims for which Owner is or may be liable in the manner and within the time provided in the Contract Documents for like claims by Contractor upon the Owner. Notice of such claims shall be given by Subcontractor within such time as to enable Contractor to give Owner any notices required by the Contract Documents; but, in any event, no later than five (5) days after the occurrence of the event for which such claim is made or, if Subcontractor is then aware of the condition giving rise to the claim, prior to performance of the affected portion of Subcontractor's Work, whichever is earlier; otherwise, such claims shall be deemed waived. Subcontractor shall only be entitled to an adjustment to the Subcontract Price or Schedule of Work, for performing and completing that portion of Subcontractor's Work associated with any claim for which Owner is or may be liable, upon the same terms and conditions as any extension of time or additional compensation is allowable to Contractor under the Contract Documents, and only to the extent actually allowed and paid to Contractor by Owner, receipt of payment from Owner being an express condition precedent to Contractor's obligation to pay Subcontractor. Any decision of the Owner or Architect with respect to such claims which, under the terms of the Contract Documents, is binding on Contractor, and any decision in arbitration or litigation between the Owner and Contractor which becomes final and binding on Contractor shall likewise be final and binding on Subcontractor. If any claim is prosecuted or defended by Contractor, Subcontractor agrees to cooperate fully with Contractor and to furnish all documents, statements, witnesses and other information required by Contractor for such purpose and shall pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' fees, incurred in connection therewith to the extent of Subcontractor's interest in such claim.

**4.4 CLAIMS RELATING TO CONTRACTOR.** Subcontractor shall give Contractor written notice of any claim not covered by Article 4.3 no later than five (5) days after the occurrence of the event for which such claim is made, or if Subcontractor is then aware of the condition giving rise to the claim, prior to performance of the affected portion of Subcontractor's Work, whichever is earlier; otherwise, such claims shall be deemed waived.

**4.5 DELAY.** If the progress of Subcontractor's Work is substantially delayed without the fault or responsibility of Subcontractor, then the Schedule of Work shall be adjusted accordingly, but only to the extent an extension of time is obtained by Contractor from Owner under the terms of the Contract Documents; provided that Subcontractor must give written notice of delay to Contractor within such time as to enable Contractor to give Owner any notices required by the Contract Documents, but in any event, no later than five (5) days after the occurrence of the event claimed to be a substantial delay, otherwise the right to such an adjustment to the Schedule of Work is waived. It is expressly understood that the Subcontractor's sole and exclusive remedy for delay, disruption, interference, inefficiencies, hindrance or any other adverse affect to the performance of Subcontractors Work shall be by adjustment to the Schedule of Work, as provided above, except to the extent that an adjustment to the Subcontract Price corresponds to an adjustment obtained on Subcontractor's behalf by the Contractor from the Owner under the terms of the Contract Documents, receipt of payment therefore from the Owner being an express condition precedent to Contractor's obligation to pay Subcontractor any such adjustment.

**4.6 DELAY DAMAGES.** If the Contract Documents provide for liquidated or other damages for delay and such damages are so assessed against Contractor, then Contractor may assess same against Subcontractor in proportion to Subcontractor's share of the responsibility for such delay. Subcontractor shall also be liable for all additional damages Contractor may incur as a result of Subcontractor's failure to complete Subcontractor's Work or any portion thereof in accordance with the Schedule of Work.

**4.7 CLAIMS RELATING TO OTHER SUBCONTRACTORS OR SUPPLIERS.** Contractor shall not be liable to Subcontractor for any adjustments to the Schedule of Work, damages, costs, losses or expenses, including but not limited to attorney's fees, resulting from acts or omissions (whether or not negligent), failure to perform, delays in performance, or defaults of any other subcontractor or any supplier in connection with the performance of any of the Work. Any claim of Subcontractor for such adjustments to the Schedule of Work, damages, costs, losses or expenses shall be made, and any action by Subcontractor shall be filed directly against such other subcontractor or supplier without making Owner or Contractor a party to any such claim or action. Subcontractor agrees that other subcontractors or suppliers on the Project shall have a direct right of action against Subcontractor for damages, losses or expenses claimed to result from acts or omissions (whether or not negligent), failure to perform, delays in performance, or defaults of Subcontractor. To the extent that Subcontractor is or may be liable for any claims asserted by other subcontractors or third parties against the Contractor in an arbitration proceeding, then, at the election of the Contractor, Subcontractor hereby consents to join in such arbitration proceeding and to the direct assertion of claims by such subcontractor or third party against Subcontractor by demand for arbitration to be consolidated into that single arbitration proceeding.

## ARTICLE 5

### SUBCONTRACTOR'S OBLIGATION

**5.1 OBLIGATIONS DERIVATIVE.** Subcontractor binds itself to Contractor under this Agreement in the same manner as Contractor is bound to the Owner under the Contract Documents.

**5.2 RESPONSIBILITIES.** Subcontractor shall furnish, or cause to be furnished, and pay for all of the labor, materials and equipment, including but not limited to competent supervision and project management, shop drawings, samples, tools, scaffolding, temporary facilities and services as are necessary for the proper performance of Subcontractor's Work. Attachment "C" identifies those common temporary services (if any) which are to be furnished by Contractor. Subcontractor shall, at the completion of Subcontractor's Work or when directed by Contractor, remove from the Project all temporary facilities and services furnished by Subcontractor and restore affected areas as directed by Contractor.

**5.3 COORDINATION.** Subcontractor agrees as follows:

- .1 Subcontractor shall cooperate with Contractor and all others whose work may interface or interfere with Subcontractor's Work;
- .2 before proceeding with Subcontractors Work, or any portion thereof, Subcontractor shall review all job conditions and thoroughly inspect all prior Work of Contractor and others. Subcontractor shall notify Contractor, in writing, of any unacceptable conditions, interferences or defective prior Work that would affect the proper and timely execution of Subcontractor's Work. Unless such notice is given, Subcontractor shall be deemed to have fully accepted the conditions as they exist and shall be fully responsible for any and all expenses, losses or damages resulting from said conditions;
- .3 Subcontractor recognizes that the Schedule of Work requires coordination with other trades, and agrees to coordinate Subcontractor's Work with the work of Contractor and others. Subcontractor recognizes that Subcontractor's Work may not always be performed as a continuous operation. Subcontractor, at Contractor's election, shall participate in and cooperate with the preparation of coordination drawings in order to properly coordinate interrelated and interfacing work of the Contractor and the various subcontractors. Should Subcontractor install any portion of Subcontractor's Work prior to coordination or in such a manner as to cause interference with the Work of Contractor or others, Subcontractor shall, at its own expense, arrange for its removal or modification, or cutting and patching;
- .4 Subcontractor shall be responsible for taking all field measurements necessary to ensure the proper fitting of Subcontractor's Work with the Work of Contractor and others. Field measurements shall be taken and coordinated in a timely manner to avoid delaying the Schedule of Work;

- .5 Subcontractor shall schedule delivery of all materials and equipment to coincide with installation dates established by Contractor in accordance with the Schedule of Work. Subcontractor shall immediately notify Contractor, in writing, of any change in the delivery status of any of Subcontractor's materials or equipment; however, such change does not relieve Subcontractor of its obligations to perform its work in accordance with this Agreement; and
- .6 Subcontractor shall promptly submit shop drawings, drawings, data, and samples in such detail as required in order to carry on Subcontractor's Work efficiently and at a speed that will avoid delay to the Schedule of Work and permit coordination of Subcontractor's Work with the work of Contractor and others.

**5.4 SUBCONTRACTOR'S REPRESENTATIVE.** Subcontractor shall designate one or more persons acceptable to Contractor who shall be Subcontractor's representative(s) on site and off site. Said representative(s) shall have full responsibility for the prosecution of Subcontractor's Work, and full authority to act on behalf of Subcontractor in all matters necessary for proper supervision, coordination, direction and technical administration of Subcontractor's Work. Such representative(s) shall attend meetings, at such times and places as shall be determined by Contractor, to render reports on the progress of Subcontractor's Work. Subcontractor shall replace any representative Contractor reasonably determines to be unacceptable.

**5.5 PROVISION FOR INSPECTION AND REPORTS OF SUBCONTRACTOR'S PROGRESS.** Subcontractor shall notify Contractor, in writing, when portions of Subcontractor's Work are ready for inspection. Subcontractor shall, at all times, furnish Contractor, Owner and their representatives safe and adequate facilities for inspecting Subcontractor's Work or materials at the Project, or at any place where Subcontractor's Work or materials may be in the course of preparation, process, manufacture, or storage. Subcontractor shall furnish to Contractor, on forms provided by Contractor and in such detail as Contractor requires, a daily report of the progress of Subcontractor's Work, irrespective of the location of Subcontractor's Work. Said daily reports shall be delivered to Contractor no later than the end of the subsequent working day. It is expressly understood that inspection of Subcontractor's Work, including materials and equipment, is general only and that neither such inspections nor Contractor's receipt of Subcontractor's daily reports shall relieve Subcontractor from responsibility for defective or non-conforming materials, equipment, or workmanship, or any other obligations arising under this Agreement. Failure to comply with the requirements of this section will be cause for Contractor withholding payments which might otherwise be due Subcontractor.

**5.6 SAFETY, CLEANUP, SECURITY AND LOSS PREVENTION.** Subcontractor shall, at its own expense, conform to the basic safety policy of Contractor, and shall comply with all applicable Federal, State or Local safety rules, standards, regulations and record keeping requirements. Subcontractor shall be responsible for continuous inspection of Subcontractor's Work to assure its safety, and shall require and be responsible for safety compliance on the part of its agents, employees, suppliers and subcontractors. Subcontractor shall directly receive, respond to, defend, and be solely responsible for all citations, assessments, fines or penalties which may be received or incurred by reason of its failure or failure on the part of its agents, employees, suppliers or subcontractors to so comply, and further shall indemnify and hold harmless Contractor pursuant to Article 8.1 from and against any such claims, damages, loss, cost or expense, including attorneys' fees, relating thereto. Subcontractor shall follow Contractor's clean-up and safety directions, and shall:

- .1 at all times, keep the building and Project site free from debris and unsafe conditions resulting from Subcontractor's Work and perform trash and debris removal in accordance with Attachment "C";
- .2 broom clean each work area prior to discontinuing work in the same;
- .3 keep material, supplies, tools and equipment stored in a neat and orderly manner;
- .4 be responsible for the safe handling and installation of its materials and equipment so as to provide for the safety of persons and property, the work of others, and materials and equipment stored at the Project site or elsewhere;
- .5 provide Contractor with an inventory of all materials Subcontractor has or will have on site that are regulated under OSHA Standard 1926.59. In addition, Subcontractor shall provide Contractor with a Material Safety Data Sheet (MSDS) on all the materials listed on its inventory prior to transporting such materials to the Project site so that MSDS is available for emergency reference. Subcontractor shall not subcontract any of its Work without securing the above from its subcontractors and provide them to Contractor;
- .6 immediately repair or replace, at its own expense, any barricade, railing, cover or safety device removed, altered or rendered ineffective by Subcontractor;
- .7 require its employees to wear safety hats and all other required safety clothing or personal protective equipment at all times while on the Project;
- .8 advise Contractor, in writing of the facts and details of every accident and personal injury occurring with relation to Subcontractor's Work and simultaneously furnish to Contractor a copy of every accident report furnished to Subcontractor's insurance carrier;

- .9 have (1) a written policy on substance abuse to assure compliance with Rodgers Builders, Inc.'s company policy, or (2) be able to provide documentation that all assigned employees to a Rodgers Builders, Inc. construction project have satisfactorily completed a chemical screening test within the last six (6) month period prior to date assigned to said project. Upon request, the Subcontractor will certify to management that these requirements have been met for all Subcontractor's employees on the property. Rodgers Builders, Inc. expects the cooperation of its subcontractors and their sub-tiers in complying with this policy; and
- .10 agree that for reasons of Project security and loss prevention, all of its employees, subcontractors or agents (hereinafter referred to as "person(s)") who enter Contractor's jobsite, property or other workplace are subject to a search of their person or property for the purpose of determining if the person has in their possession contraband and/or stolen property. Such searches will be conducted by supervisory personnel of Contractor and Subcontractor or a third party in the presence of supervisory personnel of Contractor and Subcontractor. Subcontractor agrees that any person refusing to submit to such search is subject to removal from Contractor's jobsite, property or other workplace. Subcontractor agrees to notify its employees and its suppliers or subcontractors that all persons entering the Contractor's jobsite, property or other workplace are subject to a search of their person or property.

If Subcontractor fails to comply with such safety duties, or fails to commence clean-up duties within twenty-four (24) hours after receipt from Contractor of notice of noncompliance, or immediately in the event of an emergency, Subcontractor authorizes Contractor to implement such safety or clean-up measures as Contractor deems necessary or prudent without further notice to Subcontractor.

**5.7 STORAGE AND PROTECTION OF MATERIALS AND EQUIPMENT.** Subcontractor shall receive, unload, handle, store, inspect and install all materials and equipment furnished and used in the performance of Subcontractor's Work and shall be responsible for assuring that all such materials and equipment satisfy the requirements of this Agreement. In the event Contractor accepts delivery of materials or equipment on behalf of Subcontractor, Contractor shall not assume any responsibility or liability thereby, and Subcontractor agrees to reimburse Contractor for all costs incurred in accepting delivery. Subcontractor shall be responsible for storage of all materials and equipment to be installed under this Agreement, in such locations and in such manner as are approved by Contractor and which cause no unsafe conditions or interference with the Work. Should any of Subcontractor's facilities, services, materials or equipment obstruct the progress of any portion of the Work or create unsafe or hazardous conditions in the opinion of the Contractor, they shall be moved by Subcontractor, as directed by Contractor, at Subcontractor's expense. Deliveries shall be scheduled and coordinated with Contractor so that materials are not stored on the Project site any longer than necessary prior to incorporation into Subcontractor's Work. Subcontractor shall be responsible for arranging and paying for off site storage of materials and equipment.

**5.8 PROTECTION OF THE WORK.** Subcontractor shall take all necessary precautions to properly protect Subcontractor's Work and any other existing Work or improvements from damage caused by Subcontractor's operations. Should Subcontractor cause damage to the Work or to property of the Owner, Contractor or others, Subcontractor shall promptly remedy such damage to the satisfaction of Contractor, Owner or others, or Contractor may remedy such damage on Subcontractor's behalf.

**5.9 ENVIRONMENTAL PROTECTION.** Subcontractor shall be responsible for compliance with all applicable environmental protection requirements, codes and regulations. In addition, Subcontractor shall:

- .1 not bring upon or prepare on the Project site, nor shall any of its subcontractors or suppliers bring upon or prepare on the Project site, any products or materials that are considered hazardous substances by EPA, CERCLA or comparable State or local regulatory agencies. Upon notice from Owner, Architect or Contractor, Subcontractor shall remove any such materials provided in violation of Subparagraph 5.9, at its sole responsibility and expense;
- .2 notify Contractor, in writing, of any such materials if they are included in the specifications and/or in any specified materials or products, or if they are encountered on the Project; and
- .3 comply with all Federal, State or local environmental and natural resource regulations and laws applicable to Subcontractor's Work.

**5.10 PERMITS, FEES, LICENSES AND TAXES.** Subcontractor shall give adequate notices to any governmental authorities, if required, and shall secure and pay for all required permits, fees, tests, licenses, assessments, inspections and all taxes applicable to Subcontractor's Work.

**5.11 SUBCONTRACTING, PROCUREMENT AND ASSIGNMENT.** This Agreement shall not be subcontracted or assigned, nor shall any of the payments to become due hereunder be assigned, without the proper written consent of Contractor. Any assignment without such prior written consent shall vest no rights in the assignee against Contractor. Subcontractor shall provide a list of its proposed subcontractors (if subcontracting is permitted by Contractor) and material and equipment suppliers for review by Contractor. Subcontractor shall incorporate into any subcontracts and purchase order agreements it proposes to execute with any other party all (including subcontractors) provisions of this Agreement which affect the rights of Contractor, and/or Subcontractor shall otherwise notify, bind, and obligate any other party (including subcontractors) to all provisions of this Agreement which affect the rights of Contractor. Any assignment, subcontract, transfer or partial disposition of this Agreement permitted by Contractor shall not operate to relieve Subcontractor of its primary responsibility to Contractor for full performance of this Agreement, and Subcontractor shall remain liable to Contractor for all acts and omissions of its subcontractors and assigns.

**5.12 LAYOUT RESPONSIBILITY AND LEVELS.** Unless otherwise provided in Attachment "C", Contractor will establish only principal base lines and benchmarks of the building site, and Subcontractor shall, at its own expense, lay out and be strictly responsible for the accuracy of Subcontractor's Work. Subcontractor shall verify drawing dimensions and actual field conditions which affect Subcontractor's Work and shall be responsible for any loss or damage to Contractor or others, due to Subcontractor's failure to properly lay out or perform Subcontractor's Work. Should subcontractor disturb or destroy any controls, survey lines, or layout performed by Contractor or others, Subcontractor shall be responsible for re-establishing or restoring same at its own expense.

**5.13 WORKMANSHIP.** Every portion of Subcontractor's Work shall be executed in strict accordance with the Contract Documents in the most sound, workmanlike, and substantial manner. All materials used in Subcontractor's Work shall be new, except such materials as may be expressly provided in the Contract Documents to be otherwise. Subcontractor shall, within three (3) days after written notice from Contractor, proceed promptly to take down all portions of Subcontractor's Work and remove from the Project site all materials, whether worked or unworked, which Contractor, Architect or Owner shall condemn or fail to approve, and shall promptly make good all such work and other work damaged or destroyed in removing or making good such condemned work.

**5.14 MATERIALS FURNISHED BY OTHERS.** If Subcontractor's Work includes installation of materials or equipment furnished by others, Subcontractor shall examine the items so provided and receive, unload, handle, store and install said items with such skill and care as to ensure a satisfactory and proper installation. Subcontractor shall be responsible for any and all loss or damage resulting from Subcontractor's failure to notify Contractor, prior to installation, of any shortage, damage or defect in materials and equipment furnished by others.

**5.15 SUBSTITUTIONS AND ALTERNATES.** No substitutions or alternates shall be allowed in Subcontractor's Work unless allowed by the Contract Documents, and only then upon Subcontractor first receiving all approvals required under the Contract Documents for substitutions or alternates. If Subcontractor obtains approval of any substitute or alternate materials or method of operation which will in any way make changes in or add to the Work or cost thereof, Subcontractor shall be responsible for all additional costs resulting therefrom, including costs incurred by Contractor or others. Shop drawings and other submittals from Subcontractor shall clearly identify, by specific reference, any substitutions, alternates, changes or deviations from the requirements of the Contract Documents. It is expressly understood that the review and approval of Subcontractor's shop drawings and other submittals is general only, and such review and approval shall not relieve Subcontractor from responsibility for any deviation from the requirements of the Contract Documents unless such deviation was clearly identified by specific reference in Subcontractor's submittal and was expressly approved.

**5.16 USE OF CONTRACTOR'S EQUIPMENT.** Subcontractor, its agents, employees, subcontractors or suppliers shall not use Contractor's labor or equipment without the express permission of Contractor. By using any labor, machinery, equipment, tools, scaffolding, hoists, lifts or similar items (collectively "equipment") owned, leased, or under the control of Contractor, Subcontractor shall be deemed to have assumed all risks in connection therewith, including the risk of defects in said equipment, and Article 8.1 hereof shall apply to any loss or damage which arises from such use.

**5.17 EXCLUSIVE RELATIONSHIP.** Until final completion of the Project, Subcontractor agrees not to perform any work directly for Owner or any tenants or other contractors of Owner, or for any other subcontractor, or to communicate directly with Owner's representatives, including but not limited to Architect, in connection with the Project, unless otherwise directed in writing by Contractor. All of Subcontractor's Work, and all communication with the Owner or Architect in relation thereto, shall be processed and handled exclusively through Contractor. In the event Subcontractor performs any work in violation of this provision, it agrees to make no claims against Contractor in connection therewith.

**5.18 SUBCONTRACT BOND AND FINANCIAL INFORMATION.** If required by Attachment "C", Subcontractor shall, within ten (10) days of the date of its receipt of this Agreement or upon its signing and delivery of this Agreement to Contractor, whichever occurs earlier, furnish to the Contractor separate Performance and Payment Bonds (the "Bonds"), each with a penal sum of one hundred (100%) of the Subcontract Price. Subcontractor's obligation to furnish such Bonds from a surety acceptable to Contractor and in the required form and time is a material term of this Agreement. Unless waived in writing, Contractor may treat Subcontractor's failure to comply with this Paragraph as either a refusal to enter into a contract with Contractor, or as a default under Article 6 of the Agreement, entitling Contractor to all rights and remedies available by contract, law, or equity, including without limitation forfeiture of Subcontractor's bid bond, termination of this Agreement, and damages. The term of any bond furnished pursuant to this Section shall start at commencement of Subcontractor's Work and end no earlier than completion of Subcontractor's obligations under this Agreement. No bond furnished by Subcontractor shall be conditioned upon the Surety's express consent to changes to the Subcontract Documents. Subcontractor agrees to notify its surety or sureties of increases in the Subcontract Price and to take such action as is required to have the penal amount of the bonds furnished pursuant to this paragraph increased correspondingly. In the event that the Surety on such bonds (the "Surety") makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of such Surety, or if such Surety has filed a petition seeking to take advantage of, or a petition is filed against such Surety under any applicable law relating to bankruptcy, insolvency, reorganization, winding up or composition of or readjustment of debts, Subcontractor shall issue within ten (10) days of its first knowledge of such an event, separate replacement Performance and Payment Bonds, or with Contractor's consent, a letter of credit or other security, each in the full amount of the Subcontract Price. Premiums on said bonds are to be paid by Subcontractor, or at Contractor's sole discretion, paid directly by Contractor to Subcontractor's surety and deducted from amounts due or to become due to Subcontractor, and are included in the Subcontract Price. Additional premiums applicable to any Subcontract Change Orders are to be paid by Subcontractor. Surety shall be bound, jointly and separately, by any determination of decision which is binding on Subcontractor and shall, on demand, pay over to Contractor any sums for which Subcontractor may be liable to Contractor. At Contractor's option, Surety may be joined as a party in any arbitration with Subcontractor pursuant to this Agreement. The provisions of this Agreement are hereby incorporated into the bonds by reference and in the event of conflict, this Agreement shall prevail. If Subcontractor fails to furnish said bonds no later than its signing and delivery of this Agreement to Contractor,

or within the ten (10) day period for furnishing either replacement bonds, a letter of credit, or other security, Contractor may terminate this Agreement at any time thereafter without notice or an opportunity to cure, and without regard to Subcontractor's Work already performed or expense already incurred by Subcontractor and without reimbursement to Subcontractor for any such expense already incurred or to be incurred. When bonds are not required by Attachment "C", Contractor nonetheless reserves the right at any time prior to commencement of Subcontractor's Work to require Subcontractor to furnish such bonds. No payment shall be due or made to the Subcontractor, pursuant to this Agreement, unless and until any bonds required by this Subcontract have been provided in proper form to the Contractor, which is an express condition precedent to Contractor's obligation to make such payment. Subcontractor shall, if required by Contractor, submit current financial and work in progress statements in a form acceptable to Contractor

**5.19 WARRANTY AND RECORD STORAGE.** Subcontractor warrants Subcontractor's Work against all deficiencies and defects in materials and/or workmanship for the warranty period called for in the Contract Documents, or longer if required by applicable law. If no specific warranty period is required by the Contract Documents or applicable law, Subcontractor warrants Subcontractor's Work for a period of one (1) year. Warranty shall commence to run when substantial completion of the Project has been certified in accordance with the Contract Documents, or at such later time as may be provided in the Contract Documents. Use of equipment or occupancy of a portion or portions of the Work prior to substantial completion of the Project shall not alter the commencement or duration of the warranty period. Subcontractor agrees to satisfy all warranty obligations which appear within the warranty period without cost to Owner or Contractor. In the event Subcontractor fails to do so within fourteen (14) days (or such shorter period of time as may be required by the Contract Documents) after receipt of written demand of Contractor or Owner, Contractor may proceed to satisfy such obligations on Subcontractor's behalf. Subcontractor further agrees to execute and deliver any written guarantees or warranties or manufacturer's guarantees or warranties required for Subcontractor's Work prior to final payment. Subcontractor shall retain all records and files related to this Agreement for twenty-four (24) months following Subcontractor's receipt of final payment hereunder, or for the duration of each warranty related to Subcontractor's Work, or for the duration required by the Contract Documents, or for the duration of the statute of limitation period applicable to suits on written construction contracts in the state in which the Project is located, whichever is longer. Upon Contractor's request, Subcontractor shall make said records and files available to Contractor for inspection, including but not limited to records showing payments by Subcontractor to its workers, subcontractors and suppliers.

**5.20 HOISTING.** Hoisting shall be provided in Attachment "C".

**5.21 LIENS.** Subcontractor shall, at all times, keep the Project free from liens of workers, subcontractors, suppliers or others claiming under or through Subcontractor for labor, services, material or equipment (including rental thereon) claimed to have been furnished for or used in Subcontractor's Work. If any such lien is made or filed, Subcontractor shall immediately pay, bond off, or otherwise discharge said lien and furnish proof of same to Contractor. Upon Subcontractor's failure to do so within three (3) days after receipt of written demand from Contractor, then Contractor may take any action it deems appropriate to discharge such lien on Subcontractor's behalf.

**5.22 AS-BUILTS, ETC.** The Subcontractor shall maintain at the site for the Contractor one record copy of any drawings, specifications, product data, samples, or shop drawings prepared by Subcontractor or at Subcontractor's direction, in good order and regularly updated to record the completed construction. These shall be delivered to the Contractor upon completion of construction and prior to final payment to Subcontractor.

## ARTICLE 6

### RECOURSE BY CONTRACTOR

#### 6.1 FAILURE OF PERFORMANCE.

**6.1.1 DEFAULT.** If, in the opinion, of the Contractor, Subcontractor fails to supply enough properly skilled workers, use proper materials, or maintain the Schedule of Work, or fails to make prompt payment to its workers, subcontractors or suppliers, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, fails substantially to perform in accordance with the terms of this Agreement through no fault of its own, or otherwise is guilty of a material breach of a provision of this Agreement, and does not, within three (3) days after receipt of written notice, commence and continue satisfactory correction of such failure or material breach with diligence and promptness, then Contractor, without prejudice to any other rights or remedies, shall also have the right to either or both of the following remedies:

- .1 supply such number of workers and quantity of materials, equipment and other facilities, or contract with others, as Contractor deems necessary, for the completion of Subcontractor's Work, or any part thereof, which Subcontractor has failed to complete or perform after such notice;
- .2 withhold payment of any monies otherwise due Subcontractor pending satisfactory corrective action by Subcontractor.

**6.1.2 TERMINATION BY CONTRACTOR.** If Subcontractor fails to commence and continue satisfactory correction of a default within three (3) days after receipt by Subcontractor of the notice issued under Article 6.1.1 hereof, then Contractor may, in lieu of or in addition to the remedies provided in Article 6.1.1, issue a second written notice to Subcontractor and its surety, if any. Such notice shall state that if Subcontractor fails to commence and continues satisfactory correction of the default within three (3) days after receipt by Subcontractor of said notice, Contractor may terminate Subcontractor's performance under this Agreement and use any materials, tools, appliances, or equipment furnished by or belonging to Subcontractor to complete Subcontractor's Work. Contractor also may furnish the required materials, tools and equipment, and/or employ such workers or contract with others as Contractor deems necessary to maintain

the orderly progress of the Work and complete Subcontractor's Work. Should the Contractor elect to terminate Subcontractor's performance as provided herein, the Contractor shall give written notice of such termination to the Subcontractor and to its surety.

**6.1.3 RIGHTS IN SUBCONTRACTOR'S EQUIPMENT.** To secure performance by Subcontractor and any funds expended by Contractor under this Agreement, Contractor shall have a lien upon all materials, tools, appliances, and equipment of Subcontractor on the premises or used in connection with Subcontractor's Work (including all such materials, tools, appliances and equipment stored off site in Subcontractor's shops or elsewhere). At any time Subcontractor is in default of this Agreement, Contractor may, without an expense to itself or liability to Subcontractor, take over and use said materials, tools, appliances and equipment in the performance of Subcontractor's Work provided, however, that upon completion and acceptance of Subcontractor's Work, any materials, tools, appliances and equipment not consumed by Contractor in the completion thereof shall be returned to the Subcontractor unless and except there is residual and unsatisfied liability from the Subcontractor to the Contractor pursuant to the requirements of Section 10.4 hereof.

**6.2 BANKRUPTCY - INTERIM REMEDIES.** If a petition in bankruptcy is filed by or against Subcontractor pursuant to the U.S. Bankruptcy Code, or any similar state statute or code, and at the time of such filing or at any subsequent time Subcontractor is not performing in accordance with the Schedule of Work, Contractor may, while awaiting the decision of Subcontractor or its trustee or the Court to reject this Agreement, or to affirm this Agreement and provide adequate assurance of Subcontractor's ability to perform hereunder, avail itself of such remedies under this Article 6 as are reasonable necessary to maintain the Schedule of Work.

**6.3 SUSPENSION OR TERMINATION BY OWNER.** Should Owner suspend or terminate the Contract between Owner and Contractor, or any portion of said Contract which includes all or part of Subcontractor's Work, Contractor shall so notify Subcontractor in writing and, upon receipt of said notice, Subcontractor's performance under this Agreement, or affected portion thereof, shall also be suspended or terminated and Subcontractor shall immediately stop work on any affected portion of Subcontractor' Work. In the event of Owner suspension or termination, Contractor's liability to Subcontractor is limited to the extent of recovery by Contractor from the Owner, on Subcontractor's behalf, for such suspension or termination, and provided further that Subcontractor shall only be entitled to an adjustment of the Subcontract Price or Schedule of Work actually allowed and paid to the Contractor by the Owner, receipt of payment of allowance from the Owner being an express condition precedent to Contractor's obligation to similarly adjust the Subcontract Price or Schedule of Work.

**6.4 SUSPENSION OF TERMINATION FOR CONVENIENCE.** Contractor may order Subcontractor, in writing, to suspend all or any part of Subcontractor's Work for such period of time as is appropriate for the convenience of Contractor. Subcontractor shall notify Contractor, in writing, within five (5) days after receipt of Contractor's suspension order of the effect of such order upon Subcontractor's Work, and the Subcontract Price and/or Schedule of Work shall be equitably adjusted by Subcontract Change Order. No claim under this Article shall be allowed for any costs incurred in performing such suspended portions of the Work after Subcontractor's receipt of Contractor's notice. Neither the Subcontract Price nor the Schedule of Work shall be adjusted under this Article for any suspension to the extent that performance would have been so suspended by the fault or negligence of Subcontractor. Contractor may also, by written notice to Subcontractor, terminate this Agreement or any portion thereof for the convenience of Contractor, and, upon receipt of said notice, Subcontractor shall immediately stop Subcontractor's Work or any affected portion. In such case, Contractor's liability to Subcontractor shall be limited to the reasonable value of, or payments due for, Subcontractor's Work (or affected portion thereof), whichever is less, performed prior to termination, plus reasonable overhead and profit thereon (but no overhead or prospective profit on the value of any of Subcontractor's Work not performed), plus reasonable costs resulting directly from the termination (such as cancellation charges), less prior payments made pursuant to this Agreement.

**6.5 WRONGFUL EXERCISE.** If Contractor wrongfully exercises any option or remedy under this Article 6, Contractor's liability to Subcontractor shall be no greater than and subject to the same limitations provided in Article 6.4 hereof.

## ARTICLE 7

### LABOR RELATION

**7.1 LABOR WARRANTY.** Subcontractor warrants that it will manage its employees and will utilize workers and means in such a manner that Subcontractor's Work will be prosecuted in strict accordance with this Agreement. Subcontractor will not interfere with the Work of Contractor or others working on the Project. In the event of a failure to make deliveries, slowdown, work stoppage, or strike, including any refusal to work in harmony with others, by Subcontractor's employees or any employees of its subcontractors or suppliers, Subcontractors shall take every available step, at its own expense, including but not limited to legal action available to it, to ensure that Subcontractor's Work is prosecuted without delay. Also, Subcontractor shall, at its own expense, take all available steps to cause deliveries to be made in accordance with the terms of this Agreement even though such deliveries necessitate crossing a picket line. Any time lost due to Subcontractor's failure to comply with the requirements of this paragraph shall not entitle Subcontractor to an adjustment to the Subcontract Price or Schedule of Work, except and to the extent that any adjustment to the Subcontract Price or Schedule of Work is permitted therefore pursuant to Article 4.5 hereof in accordance with the terms of the Contract Documents.

**7.2 EQUAL OPPORTUNITY EMPLOYMENT.** Contractor is an Equal Opportunity Employer. Subcontractor warrants that it will abide by all applicable Federal, State and local fair employment laws, ordinances, rules and/or regulations. This includes, but is not limited to, all applicable immigrations laws and obligations

## ARTICLE 8

### INDEMNIFICATION AND INSURANCE

**8.1 SUBCONTRACTOR'S PERFORMANCE.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless Owner, Architect, Contractor (including their affiliates, parents and subsidiaries) and all of their agents, officers, directors and employees, and their successors and assigns, from and against all claims, damages, losses, costs and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of Subcontractor's Work, provided that any such claim, damage, loss, cost or expense, including attorneys' fees;

.1 is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than direct damage to Subcontractor's Work itself), including the loss of use resulting therefrom, and is caused or alleged to be caused in whole or in any part by any act or omission of Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable, regardless of whether it is also caused in part by a party indemnified hereunder; or

.2 arises out of or relates to Subcontractor's performance under this Agreement, or results from any claimed failure of Subcontractor to properly fulfill its obligations under this Agreement.

This indemnity obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist under law except to the extent that it is caused by the sole negligence of any party indemnified hereunder in which case this obligation shall not apply relative to such indemnified party.

**8.2 NO LIMITATION UPON LIABILITY.** In any and all claims against Owner, Architect, Contractor (including their affiliates, parents, subsidiaries) and other contractors or subcontractors, or any of their agents, officers, directors or employees, and their successors and assigns, by any employee of Subcontractor, anyone directly or indirectly employed by Subcontractor, or anyone for whose acts Subcontractor may be liable, the indemnification obligations under this Article shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**8.3 COMPLIANCE WITH LAWS.** Subcontractor is bound by, and at its own cost, shall comply with all applicable Federal, State and local codes, laws, ordinances, and regulations (herein "laws"), including but not limited to laws pertaining to equal employment opportunity, social security, unemployment compensation, workers' compensation, immigration, tax, safety, and building codes. Subcontractor shall indemnify, defend and hold harmless Contractor and Owner with respect to all claims, damages, losses, costs and expenses attributable to the failure or claimed failure of Subcontractor, or its employees, agents, subcontractors or suppliers (or their respective employees), to comply with such laws, including but not limited to any fines, penalties, legal fees, other fees, or costs incurred by Contractor or Owner in connection therewith. Should Contractor or Owner receive reliable information suggesting or leading Contractor or Owner to believe the Subcontractor is not in compliance with applicable laws, Contractor or Owner reserves the right to request certifications or other evidence of compliance from the Subcontractor and/or to periodically audit Subcontractor's compliance, in a manner to be determined by Contractor or Owner in its discretion. Subcontractor agrees to permit such periodic audits and to provide certifications or other evidence of compliance and/or to make changes to achieve compliance, as determined by and at the request of Owner or Contractor. As with all other obligations in this Agreement which affect the rights of Contractor, Subcontractor shall notify, bind, and obligate any other party (including subcontractors) to the provisions in this section of the Agreement. Subcontractor must adhere to the I-9 Compliance Agreement as set forth in Attachment "D".

**8.4 PATENTS.** Except otherwise provided by the Contract Documents, Subcontractor shall pay and be solely responsible for all royalties and license fees which may be due because of any patented materials or processes used or included in Subcontractor's Work. Subcontractor shall defend all suits or claims for infringement of any patent rights arising out of Subcontractor's Work, which may be brought against Subcontractor, Contractor or Owner, and shall indemnify and hold harmless Contractor or Owner in connection therewith.

**8.5 CONSIDERATION.** Included in the Subcontract Price is the sum of one hundred (\$100.00) dollars as specific consideration for the indemnity obligations provided under this Article 8.

**8.6 SUBCONTRACTOR'S INSURANCE.** Subcontractor's insurance shall conform to the requirements of Attachment "A".

## ARTICLE 9

### DISPUTE RESOLUTION

**9.1 AGREEMENT TO ARBITRATE.** All claims, disputes and other matters in question arising out of or relating to this Agreement or the performance or breach thereof, except for claims which have been waived by the acceptance of final payment, claims which are subject to a final and binding determination under Article 4.3, and the claims described in Article 9.7, shall, at the option of Contractor and upon Contractor's written request or demand therefore, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. All arbitration proceedings between Contractor and Subcontractor shall be conducted in Charlotte, North Carolina or at such other location as Contractor, in its sole discretion, may designate.

**9.2 NOTICE OF DEMAND.** Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question arises, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitation.

**9.3 AWARD.** The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

**9.4 WORK CONTINUATION.** Unless otherwise agreed in writing, Subcontractor shall carry on Subcontractor's Work and maintain the Schedule of Work during or pending any arbitration, and conversely, Contractor shall continue to perform its obligations under this Agreement.

**9.5 NO LIMITATION OF RIGHTS OR REMEDIES.** Nothing in this Article 9 shall limit any rights or remedies, not otherwise expressly waived by Subcontractor, which Subcontractor may have under lien laws or payment bonds; provided, that arbitration under this Article 9 is a condition precedent to Subcontractor's right to institute an action in any court against Contractor or its surety or the Owner, and if such action is instituted, Subcontractor agrees that it shall be stayed pending arbitration.

**9.6 SAME ARBITRATORS.** To the extent not prohibited by their contracts with other parties, the claims and disputes of Owner, Contractor, Subcontractor and others involving a common question of fact or law shall, at Contractor's option, be heard by the same arbitrator(s) in a single proceeding.

**9.7 EXCEPTIONS.** This agreement to arbitrate shall not apply to any claim:

- .1 of contribution of indemnity asserted by one party to this Agreement against the other party and arising out of an action brought in a State or Federal court, or brought in arbitration by a person who is under no obligation to arbitrate the subject matter of such action with either of the parties hereto and who does not consent to such arbitration; or
- .2 asserted by Subcontractor against Contractor if Contractor asserts said claim, either in whole or part, against Owner, and the Contract between Contractor and Owner does not provide for binding arbitration and Contractor and Owner do not subsequently agree to arbitration, or the Contract does so provide but the two arbitration proceedings cannot be consolidated. If Contractor contends this exception applies, he shall so notify Subcontractor either before or after demand for arbitration is made; or
- .3 for punitive damages or injunctive relief.

**9.8 ARBITRABILITY.** In any dispute arising out of the application of this Article 9, questions of arbitrability or consolidation of proceedings shall be decided by the appropriate court and not by arbitration.

## ARTICLE 10

### CONTRACT INTERPRETATION

**10.1 INCONSISTENCIES, OMISSIONS AND CONFLICTS.** Should inconsistencies, omissions or design deficiencies appear in the Contract Documents, or between the Contract Documents and any manufacturer's instructions or specifications, it shall be the duty of Subcontractor to so notify Contractor, in writing, prior to proceeding with Subcontractor's Work affected thereby, and in any event no later than five (5) days after Subcontractor's discovery thereof. Should Subcontractor proceed without such written notice, Subcontractor shall assume all responsibility for its actions, any claims for damages, losses, costs and expenses, including but not limited to attorneys' fees, arising therefrom shall be deemed waived. In the event of a conflict between this Agreement and any other Contract Documents, this Agreement shall govern. In the event of a conflict between any General Conditions forming part of the Contract Documents and any other portion(s) of the Contract Documents, such other portion(s) shall govern.

**10.2 GOVERNING LAW.** This Agreement shall be governed by the laws of the State of North Carolina

**10.3 SEVERABILITY AND WAIVER.** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of Contractor to insist, in any one or more instances, upon the performance of any provision of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment by Contractor of such provision or right in any other instance.

**10.4 COSTS INCURRED.** In any instance when, acting pursuant to the terms of this Agreement, Contractor shall incur any costs on behalf of Subcontractor, or in the performance of Subcontractor's Work or the discharge of Subcontractor's duties and obligations under this Agreement, or as a result of Subcontractor's failure to fulfill its duties and obligations pursuant to this Agreement, Contractor shall be entitled to offset such costs (including reasonable overhead and profit and reasonable attorneys' fee) against any sums otherwise due or to become due to Subcontractor under this Agreement or any other contract or agreement between Contractor and Subcontractor on this or any other project. Subcontractor shall remain liable for, and shall promptly pay Contractor, any amount by which such costs exceed the sums otherwise due or to become due to Subcontractor. Upon final completion and acceptance of Subcontractor's Work hereunder, whether completed by Subcontractor, Contractor or others at the Contractor's election, Subcontractor shall be entitled to any unpaid balance of the Subcontract Price after the Contractor shall have fully exercised its right of offset as provided herein. Should Contractor be required to institute or defend a lawsuit or arbitration in order to enforce any of the provisions of this Agreement or to protect Contractor's interests arising hereunder, to collect damages for the breach of this Agreement, or to recover on a surety bond given by a party under this Agreement, and if Contractor prevails in such lawsuit or arbitration, Contractor shall be entitled to recover reasonable attorneys' fees, consultants' and experts' fees, and/or any other costs, charges, and expenses incurred in connection therewith.

**10.5 EMERGENCIES.** In the event of an emergency which threatens the safety of persons or property, either party may take such action as is reasonably necessary for the protection of persons or property without having first given such prior written notice as may otherwise be required under the terms of this Agreement, provided that such written notice shall be given as soon thereafter as is reasonably possible.

**10.6 DAYS.** Unless otherwise expressly provided, the term "days", when used in this Agreement, shall mean calendar days.

**10.7 WORK.** The "Work" comprises the completed construction required by the Contract Documents and includes all labor and services whatsoever necessary to produce such construction and all materials and equipment used or incorporated or to be incorporated in such construction.

**10.8 TITLES.** The titles given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

**10.9 ENTIRE AGREEMENT.** This Agreement is solely for the benefit of the signatories hereto. Together with the attachments identified in Attachment "B" (all of which are incorporated into this Agreement by reference), this represents the entire and integrated agreement between the parties hereto, and supersedes all prior negotiations, representations, or agreement, either written or oral.

The parties agree that the Subcontractor's signature (hand-written or electronic via Contractor's DocuSign System) shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document with a DocuSign Signature (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

IN WITNESS WHEREOF, the parties through their duly authorized representatives, have executed this Agreement and affixed seals, the day and year first above written.

**RODGERS BUILDERS, INC.**  
(Contractor)


PA Initials: \_\_\_\_\_

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

PM Initials: \_\_\_\_\_

Title Officer In Charge

**NATIONAL TAB**  
(Subcontractor)

By:  2/21/2025 | 2:21 PM EST  
Signed by: Scott Springer  
4E495B80D73D476

Title: VP Regional Markets  
Owner, President or Vice President

**ATTACHMENT "A"**  
**SUBCONTRACT DOCUMENTS – INSURANCE REQUIREMENTS**

**Subcontractor:** National TAB

**Project Name:** 2843 - Coltrane-Webb/Beverly Hills Replacement Elementary School

**A.1 SUBCONTRACTOR'S INSURANCE AND MINIMUM LIMITS OF LIABILITY:** Prior to the start of Work, Subcontractor shall provide and maintain (and cause Subcontractor's lower-tier subcontractors, if any, to provide and maintain) in force at all times during the performance of this Agreement and for any longer periods of time indicated below the following insurance:

 Initial  
SC

1. Commercial General Liability with limits equivalent to not less than:  
\$1,000,000 per occurrence combined for bodily injury or property damage,  
\$2,000,000 general policy aggregate,  
\$2,000,000 products, completed operations aggregate.

Comprehensive General Liability under the following form:

ISO Commercial General Liability Policy, occurrence form CG 00 01 (10/01), or providing equivalent coverage and shall cover liability arising from Premises, Operations, Personal and Advertising Injury and Products-Completed Operations including Blanket Contractual, Independent Contractor Coverage without any endorsements excluding explosion, collapse and underground hazards, modified by ISO form #CG2503, "Amendment - Aggregate Limits of Insurance (per project)" or its equivalent. There are to be no exclusions under the Contractual Liability or exclusions to coverage pertaining to any operations within 50 feet of any railroad property. Subcontractor shall include the Contractor, Owner, Architect and all other parties required by the Contract Documents to be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11/85) or current combination of CG 20 10 (10/01) and CG 20 37 (10/01) or an endorsement satisfactory to the Contractor providing equivalent coverage. It shall apply as Primary and Non-Contributing Insurance before application of any other insurance or self-insurance, including any deductible, maintained by, or provided to, the insureds. Subcontractor shall maintain CGL coverage for itself and for all insureds until final completion of the Project, and it shall maintain Products, Completed Operations coverage for itself and each insured from completion of each portion of Subcontractor's Work until expiration of the applicable Statute of Repose.

Comprehensive Automobile Liability with the following limits and coverages:

- (a) \$1,000,000 Combined single limit for bodily injury and property damage per accident.
- (b) All owned or leased vehicles;
- (c) All hired vehicles; and,
- (d) All other non-owned vehicles.
- (e) Contractor, Owner, Architect and all other parties required of the General Contractor, shall, be included by endorsement as Additional Insureds on the auto policy.

 Initial  
SC

2. Worker's Compensation and Employers Liability:
- (a) Worker's Compensation Coverage as required by law, including statutory coverage for the state in which the Work is performed and the state of domicile of Subcontractor.
  - (b) Coverage will cover all of Subcontractor's employees, officers, directors, shareholders, agents, owners, volunteers and consultants.
  - (c) Employer's Liability Insurance limits of at least \$500,000 each accident for Bodily Injury by accident and \$500,000 each Employee for injury by disease and \$500,000 disease policy limit.
  - (d) Where applicable, U.S. Longshore and Harborworker's Compensation Act Endorsement shall be attached to the policy.
  - (e) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
  - (f) Subcontractor shall maintain Worker's Compensation and Employers Liability coverage until final completion of the Project.

 Initial  
SC

3. Commercial Umbrella/Excess: (Minimum Required Limits)
- (a) Umbrella/Excess limits must be a least \$5,000,000 each occurrence and aggregate limit.
  - (b) Umbrella/Excess coverage must be a Follow Form policy and provide coverage as broad as the primary, underlying policies and include as insureds all persons and entities who are insureds under the Commercial General Liability and Automobile Liability policies.
  - (c) Excess/Umbrella shall apply as Primary and Non-Contributing Insurance before application of any other insurance or self-insurance, including any deductible, maintained by, or provided to, the insured.
  - (d) Subcontractor shall maintain Umbrella/Excess coverage for itself and all insureds until final completion of the project, and it shall maintain Products, Completed Operations Coverage for itself and each insured from completion of each portion of Subcontractor's Work until expiration of the applicable Statute of Repose.

**ATTACHMENT "A"**  
**SUBCONTRACT DOCUMENTS – INSURANCE REQUIREMENTS**

**Subcontractor: National TAB**

**Project Name: 2843 - Coltrane-Webb/Beverly Hills Replacement Elementary School**

- Initial  
SC
4. Increased Umbrella/Excess Limits – **Required: ( ) Yes (X) No** (For Trades including but not limited to: Demolition, Sitework, Abatement of Hazardous Materials, Blasting, Shoring Systems, Deep Foundations, Elevators and Escalators, Steel Erection and Fabrication, Crane Services, Exterior Curtain Wall, Roofing, Drywall, EIFS, Pre-cast Concrete, Structural Cast-in-place Concrete, Masonry, Fire Protection, Overhead Theatrical Equipment, Electrical, Plumbing and HVAC)
- (a) Umbrella/Excess limits must be a least \$10,000,000 each occurrence and aggregate limit.
  - (b) Umbrella/Excess coverage must be a Follow Form policy and provide coverage as broad as the primary, underlying policies and include as insureds all persons and entities who are insureds under the Commercial General liability and Automobile liability policies.
  - (c) Excess/Umbrella shall apply as Primary and Non-Contributing Insurance before application of any other insurance or self-insurance, including any deductible, maintained by, or provided to, the insured.
  - (d) Subcontractor shall maintain Umbrella/Excess coverage for itself and all insureds until final completion of the project, and it shall maintain Products, Completed Operations Coverage for itself and each insured from completion of each portion of Subcontractor's Work until expiration of the applicable Statute of Repose.
- Initial  
SC
5. Professional Liability – **Required: ( ) Yes (X) No** (only required if and to the extent Subcontractor is required under Attachment "C" of this Agreement to perform engineering or architectural design services) in the amount no less than \$2,000,000 limit for Each Act and \$2,000,000 aggregate limit. Covering claims made against Contractor and/or Subcontractor arising out of the performance of professional engineering or architectural services under this Agreement and caused by errors, omissions, or negligent acts for which Subcontractor is legally liable. This insurance shall be maintained in force by Subcontractor from commencement of Subcontractor's Work until the expiration of the applicable Statute of Repose. In the event that the professional liability insurance is issued or renewed on a claims made form policy, Subcontractor will (i) make the effective date of coverage (which may be retroactive) no later than the date that Subcontractor first provides any design services in connection with the Project; and (ii) provide continuous, uninterrupted coverage thereafter until expiration of the applicable statute of repose.
- Initial  
SC
6. Commercial Pollution Liability (Abatement/Environmental Services) – **Required: ( ) Yes (X) No** (only required if and to the extent Subcontractor is required to under Attachment "F" Specific Summary of Work of this Agreement to provide environmental clean-up, remediation, or abatement work) in the amount no less than \$5,000,000 per occurrence, \$5,000,000 aggregate limit covering claims made against Contractor and/or Subcontractor for bodily injury, property damage, environmental exposures, damage caused by pollution conditions resulting from covered operations and coverage for transportation to non-owned disposal sites. The policy shall be on an occurrence form. The peril of mold may be on a claims-made policy only if the retroactive date is before the commencement of the environmental clean-up, remediation, or abatement work, and tail coverage is provided for a term of at least 10 years after final completion of the Project, or such longer period required by the Contract Documents or law. Separate mold sub-limits are not permitted. The policy shall provide for severability of interests. Contractor, Owner, Architect and all other parties required by the Contract Documents or the Contractor shall be included as additional Insureds. The Commercial Pollution Liability Policy shall apply as Primary and Non-Contributing Insurance before application of any other insurance or self-insurance, including any deductible, maintained by, or provided to, the Additional Insureds. Subcontractor shall maintain coverage for itself and all Additional Insureds from commencement of Subcontractor's Work until at least ten (10) years after final completion of the Project.
- Initial  
SC
7. Microbial Matter, Mold, Fungi & Bacteria Coverage– **Required: ( ) Yes (X) No** (required to the extent Subcontractor is performing moisture or water tightness related work and for all Healthcare work). Trades to include but not limited to: Infection Control, Pre-cast and Structural Concrete, Masonry, Roofing, Waterproofing, Exterior Metal Panel Systems, Exterior Glass Assemblies, Exterior Windows and Doors, EIFS, Fire Protection, Plumbing, HVAC and all Healthcare including Medical Office Building Work and Skilled Nursing regardless of the Trade). Subcontractor's Commercial General Liability shall include coverage for losses due to microbial matter, including molds, fungi, or bacteria, a minimum limit of \$2,000,000 per occurrence and \$2,000,000 aggregate limit naming Contractor, Owner, Architect and all other parties required by the Contract Documents or the Contractor as insureds. If Subcontractor's Commercial General Liability has an exclusion for the fore-mentioned coverage, Subcontractor will meet the requirements of this section through a Commercial Pollution Liability Policy. Contractor, Owner, Architect and all other parties required by the Contract Documents or the Contractor shall be included as Additional Insureds. The policy shall apply as Primary and Non-Contributing Insurance before application of any other insurance or self-insurance, including any deductible, maintained by, or provided to, the Additional Insureds. Subcontractor shall maintain coverage for itself and all Additional Insureds from commencement of Subcontractor's Work until at least ten (10) years after final completion of the Project.

**ATTACHMENT "A"**  
**SUBCONTRACT DOCUMENTS – INSURANCE REQUIREMENTS**

**Subcontractor:** National TAB

**Project Name:** 2843 - Coltrane-Webb/Beverly Hills Replacement Elementary School

**A.2 CERTIFICATE OF INSURANCE.** The Subcontractor shall furnish the Contractor with Certificates of Insurance on ACORD form evidencing that such insurance is provided and is in full force and effective before starting work, and at any other time requested by the Contractor or Owner. Attached to each Certificate of Insurance shall be copies of all required endorsements, including without limitation the additional insured and waiver of subrogation endorsements. All certificates shall set forth on the face thereof contractual coverage as required herein. No amendment or cancellation of any of said policy shall be effective until thirty (30) days after notice, in writing, is provided by the Subcontractor or its insurer to the Contractor. The failure of the Subcontractor to supply certificates evidencing full compliance with the requirements of the provision shall not waive, modify, or abrogate its duty to provide and maintain the required insurance herein, including the naming of the Contractor as an Additional Insured.

**A.3 NUMBER OF POLICIES:** General and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy, providing such excess or umbrella policies have a per project aggregate provision.

**A.4 CANCELLATION, RENEWAL OR MODIFICATION:** Subcontractor shall maintain in effect all insurance coverage required under this Agreement at Subcontractor's sole expense with insurance companies authorized to conduct an insurance business in the State where the Project is located having a minimum A.M. Best rating of "A" or through other approved insurance mechanisms acceptable to Contractor. All insurance policies shall contain a provision that the coverage afforded thereunder shall not be canceled, non-renewed, materially changed, or have restrictive modifications added, until at least thirty (30) days prior written notice has been given to Contractor unless otherwise specifically required in the Contract Documents. Certificates of Insurance and, upon Contractor's request, certified copies of policies acceptable to Contractor shall be filed with the Contractor prior to commencement of Subcontractor's Work. In the event Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, Contractor may at its sole option purchase such coverage and charge the expense thereof to Subcontractor or terminate this Agreement for cause.

**A.5 WAIVER OF SUBROGATION:** Subcontractor waives all rights against Contractor, Owner and Architect and the employees, officers, representatives, consultants, contractors, subcontractors, and agents of any of them, for recovery of damages to the extent these damages are covered by the Builders' Risk or any other property or equipment policy, or, as applicable, the Commercial General Liability, Commercial Umbrella/Excess liability, Commercial Pollution Liability, Commercial Professional Liability, Comprehensive Automobile Liability, or Workers Compensation/Employers Liability insurance required by Attachment A or otherwise maintained by Subcontractor. Subcontractor's Workers Compensation policy will have a WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT with Contractor, Owner and Architect listed on SCHEDULE.

**A.6 REPORTS OF ACCIDENT AND INJURY:** Subcontractor shall immediately advise Contractor, in writing, of the facts and details of every accident and personal injury occurring with relation to Subcontractor's Work and simultaneously furnish to Contractor a copy of every accident report furnished to Subcontractor's insurance carrier, which in no event will be more than one business day after its occurrence.

**A.7 ON AND OFF-SITE STORAGE:** Subcontractor shall procure and maintain, at Subcontractor's own expense, property and equipment insurance for portions of Subcontractor's Work stored on or off the Project site as well as in transit, when such portions of Subcontractor's Work are to be included in an application for payment under Article 3.

**A.8 BUILDERS RISK:** Subcontractor and Contractor shall pay all or a portion of all deductibles on any Builders Risk policy obtained by Owner or Contractor as follows: (a) Subcontractor will pay that part of the deductible proportionate to the damages that it causes, in whole or in part, through its negligence or fault; (b) Contractor will seek contributions from all other subcontractors proportionate to the damages that each such subcontractor causes, in whole or in part, through their respective negligence or fault; and (c) for that part of the deductible not recovered under Parts "a" or "b", Subcontractor shall pay, in addition to any payment required under Part "a", an amount proportionate to the Subcontractor's Work compared to the total Contract Work; and (d) Subcontractor shall pay the full deductible amount for the damages arising from their or their Subcontractors of any tier sole negligence or fault.

**A.9 SUB-SUBCONTRACTORS OBLIGATIONS:** Subcontractor shall require from its subcontractors of any tier the same insurance requirements (with the sole exception that a minimal of \$3,000,000.00 Umbrella/Excess limits is permitted) set forth in this Attachment "A" and bind by written contract its subcontractors of any tier to the INDEMNIFICATION AND INSURANCE Clause as outlined in Article 8 of this agreement. Subcontractor shall provide a copy of this subcontract agreement including the Attachment "A" to its lower-tier subcontractors. Upon written request by the Contractor, Subcontractor shall submit copies of its lower-tier subcontractors' Certificates of Insurance, including any written agreement between its lower-tier subcontractors as it relates to the Work. Any failure by the Contractor to affirm compliance shall not be construed as a waiver of its rights under this provision.

**ATTACHMENT "A"**  
**SUBCONTRACT DOCUMENTS – INSURANCE REQUIREMENTS**

**Subcontractor:** National TAB

**Project Name:** 2843 - Coltrane-Webb/Beverly Hills Replacement Elementary School

**A.10 NO DEDUCTIBLES:** Unless expressly agreed in writing by Contractor, all specified insurance coverage shall be without any deductible of any kind or amount. To the extent that at any time during the course of performance under this Agreement Contractor determines a deductible exists without the express written consent of Contractor, then, at Contractor's sole election, Contractor may withhold from payments otherwise due Subcontractor under this Agreement, the amount of such deductible until expiration of all policies required under this Agreement. Additionally, in the event of any occurrence(s) or claim(s) under any of these policies including any applicable Builders Risk policy which would otherwise have been fully covered, but for the presence of such deductible, Contractor may withhold any additional amount from payments to Subcontractor for each such claim or occurrence in the amount of the damages claimed for such occurrence/claim or the amount of deductible whichever is the greater and may apply such withholdings to cover such damages should full recovery not be obtained under the insurance coverage because of the presence of such deductible.

**ATTACHMENT “C”  
SUBCONTRACT DOCUMENTS – SCOPE OF WORK, SCHEDULE AND PAYMENT**

**Subcontractor:** National TAB

**Project Name:** 2843 - Coltrane-Webb/Beverly Hills Replacement Elementary School

**Subcontract Attachments and Drawing Log**

Owner/Contractor Agreement dated September 16, 2024

Attachment “A” – Insurance Requirements dated February 19, 2025

Attachment “B” – Subcontract Documents dated February 19, 2025, including Project Bid Package Manual dated August 30, 2024, and all associated Bid Package Manual Exhibits

Attachment “C” – Scope of Work, Schedule and Payment dated February 19, 2025

Attachment “D” – Subcontract I-9 Compliance Agreement dated February 19, 2025

Attachment “E” - General Summary of Work dated February 19, 2025

Attachment “F” – Specific Summary of Work dated February 19, 2025

Attachment “G” – List of Drawings and Specifications dated February 19, 2025

Attachment “H” – NCDOR E-589C1, Affidavit of Capital Improvement dated February 19, 2025

Attachment “I” – Contractor’s Project Statement dated February 19, 2025

Attachment “J” – COVID Protocols dated February 19, 2025

**ATTACHMENT "C"**  
**SUBCONTRACT DOCUMENTS – SCOPE OF WORK, SCHEDULE AND PAYMENT**

**Subcontractor:** National TAB

**Project Name:** 2843 - Coltrane-Webb/Beverly Hills Replacement Elementary School

**ARTICLE 1**  
**SCOPE OF WORK**

1. **Subcontractor's Work:** Subcontractor shall provide all labor, material, equipment, supervision, taxes (exclusive of taxes to be billed separately) and insurance necessary to perform all work necessary or incidental for the proper execution and completion of all **Bid Package No. 23B Test and Balance** for the project in accordance with the Contract Documents and Work described in the General Summary of Work (Attachment "E"), the Specific Summary of Work **Bid Package No. 23B Test and Balance** (Attachment "F"), and the Drawings and Specifications (Attachment "G"). The Subcontractor understands and agrees that the Subcontractor is to furnish all **Bid Package No. 23B Test and Balance** items required for the proper completion of the work outlined in the above-mentioned documents without adjustment to the subcontract price. It is intended that the Subcontractor's work be of sound and quality construction and that the Subcontractor, for the Subcontractor price, be solely responsible for the inclusion of all items indicated, described or implied by the contract documents, and that Subcontractor's work shall comply with all applicable code requirements, the reasonable intent of the Architect/Engineer, and be compatible in all respects with the other portion of the work.

**ARTICLE 2**  
**SCHEDULE OF WORK**

2.1 **Time of Performance:** Subcontractor shall prosecute its work in accordance with this agreement so as to complete its Work not later than June 19, 2026, and so as not to delay the completion of any portions of the Project as may be provided in the Schedule of Work and so as not to delay the completion of the entire Project by June 19, 2026.

**ARTICLE 3**  
**SUBCONTRACT PRICE & PAYMENT**

3.1 **Subcontract Price: Thirty-Eight Thousand Six Hundred Sixty and 00/100 (\$38,660)**

<u>Cost Code(s)</u>	<u>Description</u>	<u>Amount</u>
15001-S	Bid Package 23B Test and Balance .....	\$38,660
	Alternates Total .....	\$0
	Sales Tax .....	N/A
	<b>Total Contract Amount: .....</b>	<b>\$38,660</b>

3.1.1 **Unit Prices: N/A**

3.1.2 **Sales Tax Provision –** Sales tax is included in this contract amount. Statement is required.

3.3.2 **Retainage:** Five Percent (5%) of each progress payment.

3.3.3 **Time of Application:**

Monthly Requests for Payment must be received by the 20th of the month via GCPay, a construction payment application software. The Subcontractor will receive training on GCPay, if needed, and there is no cost to the Subcontractor to utilize GCPay.

Monthly Requests for Payment shall reflect only work performed and in place through the 30th of the month.

PLEASE INDICATE THE SUBCONTRACT NUMBER ON ALL CORRESPONDENCES, INVOICES, ET

**ATTACHMENT "C"**  
**SUBCONTRACT DOCUMENTS – SCOPE OF WORK, SCHEDULE AND PAYMENT**

**Subcontractor:** National TAB

**Project Name:** 2843 - Coltrane-Webb/Beverly Hills Replacement Elementary School

**ARTICLE 4**  
**CHANGE, FIELD ORDERS, CLAIMS AND DELAYS**

- 4.1.1 Pricing of changes, detailed breakdowns and backup supporting such pricing must be submitted by Subcontractor to Contractor in accordance with the requirements of Article 4.1 of this Agreement. Pricing must be supported with breakdown showing actual unit costs for labor and materials, actual (or estimated if actual amount unknown) quantities of work added or deleted and backup documentation supporting these amounts in detail as required to permit a reasonable evaluation of Subcontractor's proposal. Subcontractor acknowledges that failure to respond in a timely manner may cause Subcontractor to lose its right to claim for additional monies which might otherwise be owed Subcontractor as a result of the changed conditions.
- 4.1.2 All change orders must be submitted in accordance with contract documents.

**ARTICLE 5**  
**SUBCONTRACTOR'S OBLIGATIONS**

- 5.2 **Common Temporary Services:** As directed by Contractor.
- 5.6.1 **Clean-Up:** Continuous daily clean-up of Subcontractor's work area is expected and will be enforced. Trash is to be placed in dumpsters provided.
- 5.10 The Subcontractor, with the assistance of the Contractor, shall file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.
- 5.18 **Subcontract Bonds:** Required: ( ) Yes (X) No Subcontractor is required to submit Performance Bond and Labor and Material Payment Bond using Rodgers Builders, Inc.'s Standard Bond (standard bond submitted to subcontractor with subcontract). Subcontractor to provide the name of their Surety Company (not agent) providing Payment and Performance Bonds. Name of Subcontractor's Surety: \_\_\_\_\_ . Subcontractor's Bonding Company must have a minimum rating of "A" by A. M. Best Company, Inc.
- 5.20 **Hoisting:** Subcontractor shall furnish its own hoisting, as necessary to perform and execute its work.

The following meetings shall take place with Rodgers prior to the start of crane operations: pre-task/pre-assembly work, post assembly, pre-disassembly and post-disassembly. If Subcontractor will require the use of a crane, whether it be company owned or rented, subcontractor shall comply fully with the new OSHA Subpart N – Cranes, Derricks, Hoists, Elevators and Conveyors that became effective October 1, 2009. Subcontractor shall in every way have an NCCCO, or other approved agency, certified crane operator. Subcontractor shall have on-site an assembly and disassembly (A/D) supervisor who will supervise the entire crane assembly process. A written work plan shall be submitted to Rodgers for approval prior to any crane operations. If the crane manufacturer's guidelines for setup are used, then a pre-written work plan is not required however; all employees assisting in the A/D process must have full knowledge and have been trained with the crane set-up process. Every crane company employee must have knowledge of the safe work methods for cranes. All signal persons shall hold a certification card in both visual and audible crane signaling. All riggers shall have appropriate training in rigging practices and documentation of this submitted to Rodgers prior to work.

**ATTACHMENT “D”**  
**SUBCONTRACT DOCUMENTS – SUBCONTRACT I-9 COMPLIANCE AGREEMENT**

**Subcontractor:** National TAB

**Project Name:** 2843 - Coltrane-Webb/Beverly Hills Replacement Elementary School

Contractor has contracted with Subcontractor to provide services and in doing so Subcontractor and Contractor agree as follows:

**D. 1 COMPLIANCE WITH FEDERAL, STATE, AND MUNICIPAL LAWS:** Subcontractor will comply with all federal, state and municipal laws and regulations relating to performance of its duties hereunder including, but not limited to, those laws and regulations concerning wage and hours, payment of taxes, laws prohibiting discrimination and harassment, and compliance with the requirements of the Immigration and Control Act of 1986.

**D. 2 ACKNOWLEDGEMENT OF COMPLIANCE:** Subcontractor represents and warrants that it is in compliance with and agrees that it will retain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limiting to the provisions of the Act: (1) prohibiting hiring and continued employment of unauthorized aliens, (2) requiring verification and recordkeeping with respect to identity and eligibility for employment and (3) prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status.

Subcontractor specifically agrees that it will certify to Contractor if requested by Contractor, in writing, that Subcontractor is in compliance with all I-9 requirements with respect to each and every of Subcontractor's employees.

By entering into this Agreement, Subcontractor certifies that it maintains and follows an established policy to verify the employment authorization of its employees and to ensure continued compliance for the duration of employment, and that all personnel that are being used, or will be used to perform service pursuant to this Agreement are authorized to work legally within the United States. Subcontractor further certifies that Subcontractor is without knowledge of any fact that would render any employee, contractor or subcontractor of Subcontractor ineligible to legally work in the United States and to perform the specific services requested by Contractor.

**D. 3 MAINTENANCE OF RECORDS:** Subcontractor shall be responsible for the creation and retention of all employment records or documents required by law, including but not limited to:

- Time and payroll records for all employees of Subcontractor performing labor for Contractor.
- Employment Eligibility Verification Form (I-9) for all Subcontractor employees working on Contractor's jobsites. The I-9 Form shall be used by Subcontractor to verify that persons employed by Subcontractor are eligible to work in the United States.

**D. 4 SELF-AUDITS:** Subcontractor agrees that it will perform self-audits of its I-9 compliance on no less than an annual basis as measured from the date of execution of this agreement and that Subcontractor has completed its I-9 self-audit and resolved any problems or deficiencies identified in the course of said audit.

**D. 5 WORK PERFORMED BY AUTHORIZED INDIVIDUALS:** Subcontractor will not allow any of its agents or employees to perform services on behalf of Contractor or enter upon Contractor's jobsites unless said persons are legitimately entitled to work according to the laws of the United States. Subcontractor will promptly notify Contractor should an employee subsequently lose authorization to work in the United States, and Subcontractor will immediately remove such employee from Contractor's worksites and not reassign such employee to work at a Contractor worksite unless Subcontractor has confirmed that the individual has regained authorization to legally work in the United States

**D. 6 INDEMNITY:** To the fullest extent permitted by law, Subcontractor agrees to indemnify Contractor and hold Contractor harmless from all Subcontractors failing to comply with U.S. immigration laws.

## GENERAL SUMMARY OF WORK

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The following items are applicable to all Subcontractors.

1. **Location Of Underground Utilities:** Identify Underground Utilities and expose using Soft Dig Excavation. Once utility is exposed, Subcontractor is responsible for adequately protecting the system from damage during the work. If relocation is required in order to properly protect the system and keep the facility operational then proper steps need to be taken to achieve such measures. All existing utilities / obstructions, etc. found will be documented with the Contractor to provide a central location for all Subcontractors to use.
  - 1.1. **Soft Digging:** The term "soft dig" refers to utility location through the use of hydro excavation services with either air or water for non-destructive and accurate location of underground utilities on the Contractor's project site. This is typically done with a vacuum truck and eliminates the need for hand digging or using normal excavation equipment to locate utilities. The Contractor's requirement is to physically locate and identify through the soft dig process, all utilities that must be crossed or are within 3' (either side) of new installations prior to excavation. This eliminates any doubt of where the utility is located and what must be done to work around it.
2. **Project Working Hours:** Regular working hours are Monday through Friday from 7:00 A.M. to 5:00 P.M. ET (may vary for early or evening deliveries). Hours will be extended when necessary, to maintain the project schedule or as dictated by construction sequence requirements so as not to disrupt the Owner's operations. Understand that this project site is within neighborhoods. City of Concord, Cabarrus County, etc. noise ordinances will be complied with. All noise activities near homes need to be coordinated in advance. Project Schedule will consist of 5 day work weeks; (4) 10 hour day work weeks are not acceptable. Additional work hours will not be granted if additional hours are needed as a result of lack of manpower during normal working hours. All shutdowns must be formally presented with a plan to the Contractor seven (7) days before the proposed work. Subcontractor is responsible for providing the manpower and resources to prosecute its work in accordance with the Overall Project Schedule, and as supplemented by the bi-weekly Near Term Schedules. Should Subcontractor overtime be required to meet the Overall Project Schedule, this shall be the responsibility of the Subcontractor.
3. **Schedule:**
  - 3.1. The preliminary schedule will be made available for informational purposes only via this bid package manual. Durations, logic, timing, and sequencing of activities shown in the preliminary schedule are subject to change as the schedule is further developed. Subcontractor shall cooperate with Contractor in providing information relative to the further development of the schedule. Contractor makes no representation to Subcontractors in connection with the milestone dates below.

Subcontractor to have multiple full-size crews, equipment and material available to work in multiple areas, as necessary, to meet the schedule milestones listed above.

Subcontractors to include multiple mobilizations.

SITWORK BID PACKAGE NOTICE TO PROCEED: LATE DECEMBER 2024

BALANCE OF WORK BID PACKAGES NOTICE TO PROCEED FOR LONG LEAD MATERIAL SUBMITTALS: DECEMBER 2024

BALANCE OF WORK BID PACKAGES NOTICE TO PROCEED: JANUARY 2025

## GENERAL SUMMARY OF WORK

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ADDED/REVISED VIA ADDENDUM: ISSUE BALANCE OF WORK SUBCONTRACTS: JANUARY 2025

ADDED/REVISED VIA ADDENDUM: BUILDING PAD COMPLETE: APRIL 2025

ADDED/REVISED VIA ADDENDUM: SLAB ON GRADE: MAY/ AUGUST 2025

ADDED/REVISED VIA ADDENDUM: COMMENCE STEEL ERECTION: JUNE 2025

ADDED/REVISED VIA ADDENDUM: COMMENCE ROOFING INSTALLATION: AUGUST 2025

ADDED/REVISED VIA ADDENDUM: COMMENCE BUILDING EXTERIOR SKIN: AUGUST 2025

EMERGENCY GENERATOR DELIVERY: NOVEMBER 2025

ADDED/REVISED VIA ADDENDUM: COMMENCE INTERIOR BUILD-OUT: SEPTEMBER 2025

ADDED/REVISED VIA ADDENDUM: BUILDING DRY-IN COMPLETE: NOVEMBER 2025

POWER AND HVAC AVAILABLE: NOVEMBER 2025

SUBSTANTIAL COMPLETION: JUNE 2026

FINAL COMPLETION: JULY 2026

- 3.2. The Contractor may assemble and manage a project Critical Path Method (CPM) Schedule of Work in a computerized precedence network format throughout the project. The project schedule will be reviewed and updated for the duration of the project and will be utilized for scheduling and monitoring the progress of the work.
- 3.3. Within ten (10) calendar days after the award of subcontract all Subcontractors will attend a schedule set-up meeting to be conducted and chaired by the Contractor. The purpose of the meeting is to review the Preliminary Schedule (from the bid documents) and begin developing the Schedule of Work. During the preliminary meeting, each Subcontractor will provide information detailing a plan to complete the work within the milestone and completion dates required by the drawings and specifications. During subsequent schedule set-up meetings (a total of three are mandatory), the Subcontractors will provide information detailing and describing all construction and procurement activities required to complete the work. Information to be supplied by the Subcontractors will include, but not be limited to, the following:
  - 3.3.1. Procurement activities to include submittals, approvals, fabrication, and delivery of all key and long-lead items.
  - 3.3.2. All construction activities to be accomplished during the project to be properly sequenced and coordinated with the elements of the work.
- 3.4. The Contractor may use the Subcontractor's scheduling information to determine the Schedule of Work.
- 3.5. The Contractor may update the Schedule of Work as needed and Subcontractor is obligated to attend any meetings. It is the responsibility of the Subcontractors to ensure that the update of the Construction Schedule reflects the actual status of the work and a reasonable plan for future progress according to actual circumstances of the project.
- 3.6. Should the Subcontractors delay the project, the Subcontractors will compensate the Contractor for additional costs incurred.

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- 3.7. Within thirty (30) calendar days of receipt of a Notice to Proceed or a Subcontract, provide to the Contractor a complete list of all Second Tier Subcontractors and Vendors that you intend to use on this project. This list must be submitted and approved by the Contractor prior to submitting an application for payment. If Diversity, MWSBE, or other programs associated with this project have more stringent requirements (e.g., providing Second Tier Subcontractors and Vendors information within 72 hours of notification of being the apparent low bidder), the Subcontractor will meet the requirements of such programs.
- 3.8. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions had an adverse effect on the scheduled critical path construction activities. Adverse weather conditions shall be defined as "weather extremes" (precipitation, temperature, and/or winds) which could not have been anticipated from average weather data from the US Weather Bureau for the past fifteen (15) years, and which prohibit the work on critical path activities for more than 50% or more of the scheduled work day scheduled during the time of adverse weather. Such adverse weather must, in the opinion of the Architect and Owner's Representative, a) actually have an adverse effect upon the progress of the Subcontractor's work which is on the critical path; b) the adverse effect must not be due to any fault or negligence of the Subcontractors or its Tier subcontractors/Vendors; could not have been avoided by the Subcontractor through proper planning, coordination, and implementation of adequate weather protection necessary to allow the Work to be continued without adverse effect upon labor production; and c) there be no other concurrent delays of the Subcontractor.
- 3.9. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions had an adverse effect on the scheduled critical path construction activities. Adverse weather conditions shall be defined as "weather extremes" (precipitation, temperature, and/or winds) which could not have been anticipated from average weather data from the US Weather Bureau for the past fifteen (15) years, and which prohibit the work on critical path activities for more than 50% or more of the scheduled work day scheduled during the time of adverse weather. Such adverse weather must, in the opinion of the Architect and Owner's Representative, a) actually have an adverse effect upon the progress of the Subcontractor's work which is on the critical path; b) the adverse effect must not be due to any fault or negligence of the Subcontractors or its Tier Subcontractors/Vendors; could not have been avoided by the Subcontractor through proper planning, coordination, and implementation of adequate weather protection necessary to allow the Work to be continued without adverse effect upon labor production; and c) there be no other concurrent delays of the Subcontractor.
- 3.10. Acceptable data for substantiating a claim for additional time due to abnormal weather conditions will be the records of the National Oceanographic and Atmospheric Administration (NOAA) for the prior fifteen years. In the absence of NOAA records for the specific Project site, upon mutual agreement, local official records will be the basis. Furthermore, the effect of such abnormal weather must be demonstrated. Claim for extensions of construction time due to adverse weather conditions shall include NOAA Climatological Reports for the months involved, plus a report indicating the precipitation, temperature, etc., for the past fifteen (15) years from the nearest reporting station. This data will be used to determine the number of adverse weather days which the Contractor would normally expect to encounter. Extensions of time may be requested for any month of construction for days lost, which affect the critical path of construction, due to adverse weather in excess of the expected lost time. The Subcontractor agrees that an extension of time is the only compensation due it for an adverse weather delay.
- 3.11. Upon commencement of on-site activities and continuing throughout construction, record

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daily the occurrence of adverse weather and resultant impact to critical path activities. Adverse weather delays must be calculated each month from the onset of the Project. The net cumulative total will be updated each month and a single Change Order will be issued the last month of the project for any resulting time extension for which the Subcontractor is entitled. Only days in which the actual inclement weather occurs are considered adverse weather days. Subsequent days with wet ground conditions are not considered as adverse weather days.

- 3.12. Requests for extensions of Contract Time due to adverse weather conditions shall be submitted with each monthly Application for Payment. The Subcontractor agrees that adverse weather shall be determined by the number of days recorded with 0.50 inches or more of precipitation in excess of the normal daily average for the month, or the number of days in excess of the normal number of days with 0.10 inches of precipitation, whichever is less. Any days with less than 0.10 inches of precipitation will not be considered as an adverse weather day and will not count as a rain day in these calculations. The weather data from the closest station will be used to perform the calculations. Snow and ice shall be converted to water based on 1 inch now/ice equals 1/10th inch of water.
- 3.13. No extension of time will be made for abnormal inclement weather (adverse weather) after principle portions of the Work are enclosed except for site work which remains on the critical path and critically affects the Contract Time or specific dates. For the purpose of this Paragraph, the term "enclosed" is defined to mean when the Work is sufficiently closed in (exterior walls up and roof in place) so as to permit any structure or major portion thereof which is part of the Work, to be adequately conditioned so as to allow the various trades to perform their work. The Architect shall determine, with concurrence of the Owner's Representative, when the structure is "enclosed" and shall issue, upon the request of the Contractor, a letter certifying the date the Work became enclosed for the purpose hereof.
- 3.14. Claims for extension of Contract Time for adverse or abnormal weather delays or any other unexcused delays on the critical path, shall be deemed to be satisfied by the Owner granting an extension of time only and do not entitle the Subcontractor to reimbursement for extended overhead or direct field supervision or other costs.
4. **Supervision:**
- 4.1. All Bid Package Subcontractors will provide qualified, full-time superintendents acceptable to the Contractor and the Owner. At a minimum, a full-time superintendent must be in attendance whenever the Subcontractor has forces on site. Superintendent will not be removed from this project unless he/she ceases to be employed or approval is given by the Contractor.
- 4.2. Each Subcontractor's superintendent will be required to coordinate the performance of the work with the superintendents of other Subcontractors. Attendance at the jobsite, coordination, progress, and situational meetings by all Subcontractor superintendents and project managers is mandatory unless stipulated otherwise by the Contractor.
- 4.3. The superintendent will be responsible to submit daily field reports to the Contractor by 9:00 A.M. each day work is performed on the previous day. The sample Daily Construction Report is included in Subcontractor Document Exhibits and contains the minimum information required to be reported each day.
- 4.4. Subcontractors are not allowed on site unless a representative of the Contractor is on site. When a Subcontractor desires to work weekends or extended hours, it must be approved in advance by the Contractor. Tier Subcontractors are not allowed on site unless the appropriate

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Subcontractor's superintendent is on site.

- 4.5. Each superintendent must check in at least twice a day with the Contractor's Project Superintendent.
5. **Job Progress Meetings:** Job progress meetings will be held each week at the Contractor's field office. Attendance by each Subcontractor working on site is mandatory. Subcontractor project managers are required to attend at least two (2) meetings per month. Subcontractor superintendents must attend every meeting.
6. **Temporary Facilities and Temporary Field Office:** Subcontractor trailers or storage trailers are not allowed onsite. Material deliveries shall be staged to allow immediate installation upon arrival to the jobsite. There will be no onsite storage unless otherwise approved by the Contractor's Superintendent. If applicable, materials shall be moved by Subcontractor if it adversely affects other Subcontractor's work or impedes progress of the project. Any materials stored in unapproved locations or not relocated as directed, will be removed by others at the direction of the Contractor and will be at the Subcontractor's expense. Subcontractors will be required to bring all necessary tools and equipment for work each day with the understanding that they cannot be stored onsite.
7. **Construction Fence and Pedestrian Protection:** See Specific Summaries of Work for Bid Packages 02A Selective Building Demolition and 31A Complete Sitework for details regarding Temporary Construction Fencing. Pedestrian Protection will be provided by the Bid Package who work requires such.
8. **Sanitary Facilities:** The Contractor will provide temporary sanitary facilities. A minimum of one (1) toilet facility per ten (10) persons on site or as directed by local governing authorities, whichever is greater, will be provided. Scheduled cleanings should include a minimum of three (3) services per week. Each temporary sanitary facility will be supplied with a hand sanitizer. An approved holding tank or temporary connection to sanitary sewer will also be provided including all costs associated with maintenance of the holding tank or tap fees for the temporary sewer, if required by local governing authorities.
9. **Drinking Water:** All Subcontractors must provide their own drinking water, ice and cups.
10. **Temporary Power:**
  - 10.1. Bid Package 26A will provide temporary power service on the site. All power needs prior to installation of temporary power service (such as portable generator, etc.) will be provided by the Subcontractor requiring the power source and the Subcontractor shall pay for all costs associated with the power source.
  - 10.2. Refer to temporary power details in Electrical specific summary of work. Connections for Subcontractors' facilities are to be paid by each Subcontractor requesting the connection.
  - 10.3. Any electrical requirements for power or lighting beyond those listed in this article will be the responsibility of Subcontractors requiring them.
  - 10.4. Overtime work requiring standby electricians will be at the expense of the Subcontractors requiring same.
11. **Temporary Heating, Cooling, and Ventilating Systems:** Until the permanent heating, cooling, and ventilating systems hereinafter specified are installed within the building and approved for use prior to

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occupancy of the building by the Owner and at any time work is performed outside the building, each Subcontractor must provide all heating, cooling, and/or ventilating equipment, fuel, labor, supervision and maintenance necessary to protect his work and material against injury from the elements, including but not limited to dampness and cold. Each Subcontractor must provide temporary heating and devices as approved by the Contractor, electrical power, adequate and proper fuel, enclosures, etc. required for performing the work of his trades. In the event that gas-fired or open flame heating devices are used, they must be of the heat exchanger type, properly vented to the outdoors, and must comply with the local, state and federal regulations.

12. **Utility Consumption Charges:** The Contractor will pay all power and water usage charges for this project; however, abuse of utility usage by any Subcontractor will not be tolerated.
13. **Water Service:** Bid Package 31A Complete Sitework will provide temporary water service including all costs associated with and backflow prevention and hose bibb with freeze protection at each construction entrance.
14. **Temporary Storage and Parking:** Limited parking will be available onsite. Location of parking area to be coordinated with and approved by the Contractor. The project is surrounded by neighborhoods. Parking illegally or in a way that disrupts the surrounding neighborhoods will not be tolerated. Subcontractor trailers or storage trailers are not allowed onsite. Storage inside the building will not be allowed. Approval from the Contractor will be required for use of any space for storage.
15. **Security:** Each Subcontractor is responsible for security of its personnel, materials, and equipment.
16. **Temporary Shut-Downs:** All temporary shutdowns will follow the Contractor's "Systems Shutdown - Pre-Task - Pre-Construction Risk Assessment and Safety Plans" as outlined in the Subcontractor Document Exhibits.
17. **Temporary Fire Protection:** Each Subcontractor will furnish and maintain temporary fire protection.
18. **Temporary Drain Piping:** Subcontractors are to refrain from the use of corrugated pipe for any temporary piping in, over or adjacent to occupied facilities or areas where moisture sensitive materials have been installed. Drain piping should be installed in the referenced areas as designed.
19. **Field Engineering:**
  - 19.1. **For Interior Up-Fit:** Not applicable.
  - 19.2. **For New Construction Or Addition:** Bid Package 31A Complete Sitework will establish a project control monument system for the project. The control monuments will be set to the coordinate grid of the Civil CAD file provided by the design team. Each Subcontractor will be provided a project control drawing referencing the monument's X, Y, and Z location with dimensions to the column line grid. Each Subcontractor is responsible for the layout of their work from the control monuments. All as-built drawings, with field verified measurements, must be in the same coordinate grid as the control drawing and should reference the control monuments.
20. **Sealing and Caulking:** All Subcontractors are responsible for sealing (fire, smoke, acoustical, sound caulking, etc.) their penetrations, new and existing.
21. **Cutting and Patching:**
  - 21.1. All Subcontractors are responsible for their own cutting and patching of new work already in

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place or existing conditions.

- 21.2. **Sleeves and Block-Outs:** Subcontractors will furnish and layout block-outs and recesses as it pertains to their work including, but not limited to, wood framed block-outs, wood framed recesses, sleeves, boxes, receptacles, chases, grounds, and conduit. Sleeves will be of a ProSet type or equal to prevent water passing through the sleeve prior to pipe or conduit installation. Concrete Subcontractor will install all sleeves and block-outs.
- 21.3. **Cutting and Coring:** Subcontractors will coordinate all openings with Contractor prior to starting any operation. Subcontractors will provide their own cutting, coring, and patching of new or existing barriers as it pertains to their work. Subcontractors will furnish and install all miscellaneous steel required at their openings. Subcontractor will x-ray the existing slabs to locate rebar and avoid from cutting. GPR will be done separately by up to three entities - Contractor, Responsible Subcontractor, and if applicable their 3rd party saw cutting/coring sub/entity. The costs for the Responsible Subcontractor, and if applicable their 3rd party, are part of the Responsible Subcontractors cost. Take cores to the dumpster as it relates to each Subcontractor.

### 22. **Submittals/Shop Drawings:**

- 22.1. Subcontractors and Vendors must prepare all submittals to the Contractor as required by and noted in the bid documents. Submittals must begin after receipt of a Subcontract or Letter of Intent from the Contractor and may be processed electronically. Work must be coordinated with work of other Subcontractors and the Subcontractor agrees to coordinate its shop drawings, details, and submittals with those of the affected Subcontractors to ensure proper fit and coordination with such work. It is the responsibility of the Subcontractor to ensure proper fit and coordination of its work with other Subcontractors. Starting work by each Subcontractor means acceptance of the conditions of subsurface and rough-ins.
- 22.2. Submittals must be completed in time to allow for a minimum of four (4) weeks for the Contractor and Architect to review and return to the Subcontractor or Vendor without affecting the construction schedule. The Contractor shall not be responsible for delays in submittals, as well as continuous re-submittals, caused by Subcontractors/Vendors. Also see the Project Manual concerning Submittal Procedures.
- 22.3. Subcontractors or Vendors with detailed shop drawings requiring more than ten (10) shop drawings or requiring staggered submittals must meet with the Contractor's Project Manager and submit a written schedule, the sequence of drawing preparation, and a plan showing the sequence of installation. Acceptance of the above three (3) items by the Contractor and Subcontractor or Vendor must be obtained prior to the beginning of shop drawings or any fabrications.
- 22.4. Subcontractor must make all corrections indicated on the submittal and furnish corrected shop drawings noted "FIELD USE".
23. **Warranties:** Warranties begin on the date of Substantial Completion. Submit all required closeout information including as-built drawings, warranties, operation / maintenance manuals, product data, and all other required information pertinent to the maintenance and operation of the building as it applies to the Scope of Work. It is further understood that final payments shall not be released by the Contractor prior to the receipt of said closeout information. As-builts should be submitted monthly with pay applications and each month pay application will not be released until received.

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24. **Communication and Electronic Document Access:** All Subcontractors will provide their superintendents with phones, iPads, and computers along with proper training to utilize these tools. These tools will be used throughout the project. Project Superintendent will have the capabilities and knowledge to address and review all submittal documentation and contract documents on a web-based system. Construction documents will be accessed digitally through software maintained by the Contractor. At a minimum, the primary field supervisor (per company) is required to have an Apple tablet device (iPad2 or later, iPad mini) in order to access the current project documents. The device must have a cellular data service by a cellular provider. Appropriate individuals will be required to attend the appropriate training sessions to learn how to use the software properly.
25. **Erosion Control and Tree Protection:** Bid Package 31A Complete Sitework is responsible for erosion control and tree protection. Any Subcontractor who disturbs these devices will be responsible for returning the device to its original condition. Any Subcontractor requiring additional erosion control devices as a result of their work is responsible for providing the additional devices. Bid Package 02A is responsible for erosion control and tree protection associated with their work.
26. **Clean-Up:**
- 26.1. In all divisions of work, each Subcontractor is to provide their own daily clean-up. Daily clean-up is required and considered a continuous operation. This includes all labor and equipment to keep their areas vacuum clean and haul their debris to central locations where dumpsters will be provided. If any Subcontractor fails to clean-up as directed by the Contractor within twenty-four (24) hours of verbal or written notification, the Contractor will hire a cleaning Subcontractor to complete the clean-up and the cost, plus appropriate mark-up, will be back charged to the Subcontractor.
- 26.2. All Subcontractors are required to clean mud or debris from any vehicle under their jurisdiction prior to leaving the site and entering municipal streets or highways. Any Subcontractor who fails to do so will be required to perform the necessary clean-up.
- 26.3. Disposal of hazardous materials on site is strictly prohibited. All hazardous materials must be disposed of in accordance with governing laws. Disposal of hazardous materials are the responsibility of the Subcontractor using the materials and not the responsibility of any other Subcontractors on site.
27. **Final Cleaning:** The final cleaning will be coordinated with the Contractor following initial cleaning by each trade.
28. **Permits and Fees:** The overall construction building permit will be furnished by the Contractor. All other fees and/or permits required by any/all jurisdictions for the work required by each Bid Package are to be included in the respective Proposals. The Owner will be responsible for assuring required easements are established.
29. **Payment and Performance Bonds:**
- 29.1. The ability to provide Payment and Performance Bonds (P&P Bonds) is required on all Subcontracts of one hundred thousand dollars (\$100,000) or more. In addition, the ability to provide P&P Bonds is required on any two (or more) trade packages that total \$100,000 or more. Regardless of the value of work, the ability to provide P&P Bonds is required if the scope of work is in conjunction with the exterior building "skin" (i.e.: exterior glass assemblies, roofing, exterior metal paneling, waterproofing / air barrier, exterior sheathing, brick veneer, etc.). P&P Bonds equal to one hundred percent (100%) of the Subcontract amount will be required prior to

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execution of the Subcontract. All of these requirements are subject to the judgement and direction of the Contractor.

- 29.2. Do not include the cost of P&P Bonds in the base bid or the design alternate bids. See Specification 012300 Alternates for the list of design alternates.
- 29.3. See the Form of Proposal. Provide an alternate cost for P&P Bonds equal to one hundred percent (100%) of the Subcontract amount, ***to include both base bid and all design alternate bids***. If P&P Bonds are required by the Contractor, the P&P Bonds cost will be included in the Subcontract amount in a prorated method, taking into account design alternates and value engineering / cost reduction that are incorporated into the Subcontract. For example, if the alternate cost for P&P Bonds is \$10 and the base bid and design alternates total \$1,000, when the Subcontract is issued 1.0% will be included for the cost of P&P Bonds.
- 29.4. Subcontractor's Bonding Company must have a minimum rating of "A" by A. M. Best Company, Inc. Payment and Performance Bonds must be submitted on the Contractor's forms; refer to Section VI. Subcontractor Document Exhibits section of this Manual.
- 29.5. Change Orders exceeding ten percent (10%) or change orders exceeding ten percent (10%) in aggregate of the Subcontract amount, will require evidence increasing the penal sum of the bond in the form of a Subcontractor Bond Increase Rider (see Subcontractor Document Exhibits).

### 30. **Schedule Of Values:**

- 30.1. The Subcontractor will submit The Schedule of Values for approval thirty (30) days prior to the first pay application. The Schedule of Values and all monthly pay applications will be submitted via GCPay, a construction payment application software.
- 30.2. The Schedule of Values must contain a line item for on-site project overhead, daily clean-up, temporary facilities, and coordination drawings.
- 30.3. Payments due to the Subcontractor that are unpaid for more than thirty (30) days from the due date of the Subcontractor's invoice shall bear interest at the annual rate of ZERO PERCENT (0%) from the due date, compounded monthly.
- 30.4. Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work: 10% for work performed by Subcontractor's own forces; 7.5% for Subcontracted work.

### 31. **Safety and Health:**

- 31.1. **COVID-19 Protocol:** The Contractor has always valued safety above all else. Preparatory actions have been taken as an organization in anticipation for the impact COVID-19 will continue to have on our industry. The Contractor is committed to safely meeting the needs of team members, clients, partners and community members:
  - 31.1.1. To collaborate and continue working together in order to provide support and create proactive solutions as challenges arise.
  - 31.1.2. To encourage all in practicing social distancing protocols and vigilant hygiene practices. Health and safety are the responsibilities of all, and these community-wide actions will help

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to protect families and friends.

31.1.3. Best practices and precautions are continuously being evaluated to ensure the well-being of all. The safest methods for continuing operations are being maintained on all projects and these plans are actively and strategically assessed as new information arises on a daily, if not hourly, basis.

31.1.4. The Contractor has set forth the following as our COVID-19 Response Plan.

To be provided upon request:

- COVID-19 Response Plan
- OSHA Updates: COVID-19
- Cloth Face Covering (CFC) Policy
- COVID-19 Temperature Check Process and Options

Included in the Subcontractor Document Exhibits:

- Self-Assessment Screening Forms

31.1.5. We ask that if you become aware of anyone who has been diagnosed with COVID-19 and has recently been in contact with one of our team members, worked on or visited one of our project sites, or visited one of our offices that you please contact: Phyllis Primm, Senior VP of Human Resources ([pprimm@rodgersbuilders.com](mailto:pprimm@rodgersbuilders.com) / 704-531-5288).

31.2. Subcontractor must have a comprehensive written Safety and Health Program along with a complete listing of All Material Safety Data Sheets. A complete "Competent Person" listing of employees shall be submitted with the Subcontractor's safety program. This information shall be in binder form and on the jobsite at all times.

31.3. Each Subcontractor and their Subcontractors shall provide written certification (prior to beginning work on the project) that they comply with the Contractor's Drug, Alcohol and Substance Abuse Program. If they do not have a program in place, they must accept the Contractor's Program.

31.4. Safety Forms that must be submitted by the Subcontractor to the Contractor on a daily, weekly and "as needed" schedule are listed below and included for your reference in the Subcontractor Document Exhibits of this Manual.

31.4.1. Daily Forms:

- Job Hazard Analysis / Non-Injury Report
- Site Utility Pre-Trenching Checklist
- Harness/Lanyard/Anchor Connector (PFAS) Inspection Sheet

31.4.2. The Job Hazard Analysis / Non-Injury Report is a daily checklist or pre-work meeting to

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assess and identify Subcontractor's potential safety hazards for the day's work. It will also allow Subcontractor to pre-plan for necessary personal protective equipment needed for daily tasks. This form is to be submitted to the Contractor's on-site supervisor each morning before work begins.

### 31.4.3. Weekly Forms:

- Crane Inspection Form - Crane Operator's Inspection Form
- Lifting Cables/Slings/Straps Inspection Sheet
- Harness/Lanyard/Anchor Connector (PFAS) Inspection Sheet

### 31.4.4. As Needed:

- Accident Investigation Form - Contractor or Subcontractor Form
- Pre-Trenching Checklist

31.5. Safety Certifications for the following operations require OSHA, DOT, EPA or Contractor's certification or qualifications in order to operate or use. This list is not inclusive of all operations or processes but is the responsibility of the Subcontractor to provide necessary safety training for certification compliance: Forklift - Industrial Truck; Rough Terrain Forklift - Lull, Gehl Lift's; Skid Steer - With or Without Fork Attachments; Scissor Lifts; Telescopic Boom Lift (Cherry Picker); Back Hoe; Powder Actuated Tools - Hilti, Ramset; Cranes (Tower, Hydraulic, Crawler, Boom, Truck); Scaffolds (Mast Climbing, Masonry, Swing Stage, Baker for type using on project); and, Trenching and Excavation "Competent Person" Training. All personnel directing vehicular traffic in the (City or State Right-of-ways) must be Certified in DOT Flagging operations.

31.6. **Competent Person:** Subcontractor must have an on-site safety representative for their duration of the project. The individual must be named in the site-specific safety program and shall have training equivalent to the OSHA 10- Hour course. This individual will not be considered a fulltime safety representative; however, he/she will be responsible for maintaining the Subcontractor's work in a safe condition, conducting safety inspections on a daily basis with documented reports and reporting accidents and injuries should they occur. This individual shall be a "Competent Person" set forth by OSHA guidelines as having the ability to recognize an unsafe work condition and the authority to make corrective actions, including immediate shut down of an unsafe operation.

31.7. **Hoisting:** If Subcontractor or lower tiered subcontractors require the use of a crane, whether it is company owned or rented, subcontractors shall comply fully with the new OSHA Subpart CC-Cranes, Derrick, Hoists, Elevators and Conveyors effective February 7, 2019. Crane operators are to be 3rd party certified and shall have a site-specific operator evaluation prior to beginning work and if operators are changed during the course of the project, the replacement operator shall undergo the same evaluation before work. All signal persons shall hold a certification card in both visual and audible crane signaling. All riggers shall have appropriate training in rigging practices and documentation of this submitted to the Contractor prior to work.

31.7.1. **Hoisting:** Each Subcontractor requiring such services will provide any and all hoisting (cranes and rigging) unless otherwise stipulated in the Specific Summaries of Work.

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31.8. **Tower Crane Use and Rigging:** Not used.

31.9. **Fall Protection:**

31.9.1. Every Subcontractor will be required to furnish a "Site Specific" Fall Protection Plan for their work. This will include working from Roofs, Scaffolds, Ladders, Steel, Telescopic Boom Lifts, Masonry, Concrete Forming, Leading Edge Work, or any area where you will be working six (6) feet above a working surface. Contractor prohibits the use of any type of metal ladders. All ladders must be made of a non- conductive material. Included with this plan you must provide training documentation of each employee as it relates to the Fall Protection for your work. If successful in your bidding, this Site-Specific Plan must be submitted prior to or at your scheduled Preconstruction Meeting. Any Subcontractor who will use or requests to use a Horizontal Lifeline System for Fall Protection, they may use either a Manufacturer Designed System that meets OSHA Guidelines or they can submit a system designed by a Registered Professional Engineer with the RPE's "stamped" design data calculations that meet the requirements for Horizontal Lifelines. Contractor will not accept OSHA's "Qualified Person" definition for this method of Fall Protection.

31.9.2. Subcontractors shall adhere to all State and Federal mandated Fall Protection Requirements as it relates to their specific task or specialty trade work. The following items are inclusive to this provision: Scaffolding, Ladders, Steel Erection, Concrete Forming, Leading Edge Work, Roofing, Masonry, Telescopic Boom Lifts and Scissor Lifts. Failure to comply with Fall Protection will result in the immediate dismissal of the offending person from the job site.

31.9.3. When Self Retracting Lifelines (SRL's) are used on projects, the calculated fall distance shall be considered to prevent a "swinging" pendulum affect as well as to prevent the cable line from coming into contact with sharp edges such as metal decking, concrete or structural steel. Also, a shock pack must be incorporated into this application at the worker's back D-ring. ALL SRL's shall be Class A or maximum 2-foot fall arresting device.

31.9.4. As indicated in the Specific Summaries of Work, the designated Subcontractor must furnish and install temporary OSHA approved protection at all elevated floor slab edges, floor openings, elevator hoistways, and mechanical or utility chases. The Subcontractor requiring removal of floor, roof, or shaft protection for the installation of their work, will be responsible for maintaining safety and replacement of the protection when the work on any given day is at pause or complete for the day until contract work is substantially complete. All temporary protection will become the property of the Contractor.

31.9.5. Furnish and install temporary ramps, steps, etc., to provide access to work areas which are not yet accessible by permanent construction, such as ladders to elevated slabs when steps are not yet installed.

31.9.6. Any Subcontractor who removes barricades and/or temporary guardrails to perform work is responsible for the reinstallation at the end of the performed task, day's work or as soon as this area of work is complete, whichever is sooner. All other safety requirements are by Subcontractor requiring such or affected by working conditions.

31.10. **Personal Protective Equipment:** All persons within the construction boundary will be required to wear the following PPE (Personal Protective Equipment): Hard Hat, Safety Glasses, Cut Level 3 Gloves, Class 2 Safety Vest, high visibility with reflective stripe. During warmer weather, either long sleeve or short sleeve Orange/Lime Green Tee Shirt may be

## GENERAL SUMMARY OF WORK

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appropriate substitute for vest. Employees will not be allowed to work unless these requirements are met.

- 31.10.1. **Arm Protection:** Arm injuries occur when handling rough, sharp-edged abrasive material, or where the work subjects the arms to lacerations, punctures, burns or bruises. Rodgers recommends wearing long sleeves during many construction and demolition activities including hanging ductwork, cutting and hanging drywall, hanging interior metal studs/track.
- 31.10.2. **Cut Level 5 Sleeves:** Covering from glove to mid-bicep are required, but not limited to the following tasks: Demolition work (hands on), installation of glass/window's, handling mirrors and working with or around sharp metal/materials.
- 31.11. **General Protection:** All Subcontractors will be held responsible for the protection of existing construction. Material or equipment exceeding design live load will not be permitted on concrete slabs. Smoking or use of tobacco products will not be permitted in the building. Food and drinks are not permitted in the building.
- 31.12. **Finished Roofing Materials Protection:**
  - 31.12.1. Penetrations through the building envelope (exterior wall, roof, below grade walls, etc.) are not acceptable. All penetrations are to be established prior to installation of primary weather barrier assembly so continuity of the weather barrier assembly can be achieved during its installation. If a penetration requires a sleeve, the sleeve and sleeve's sealant shall be the responsibility of the Subcontractor requiring the penetration and sealant must be checked for compatibility with the air barrier system prior to installation.
  - 31.12.2. All Subcontractors are responsible for the protection of finished roofing materials whenever working on the roof. The protection required is, at a minimum, 3/4" thick dual surface heavy duty vulcanized rubber. Materials, tools, fasteners, and equipment should never come in contact with the finished roof and should always have protection beneath them. Subcontractors will be responsible for the cost of roofing repairs if the roofing is damaged by their scope of work.
  - 31.12.3. All Subcontractors will be required for permits to access all roof areas. The Restricted Area Access Request & Permit is included in Subcontractor Document Exhibits and contains the minimum information required.
- 31.13. **Behavior Of Construction Personnel:** Subcontractor employees, and their tier Subcontractor and Vendor employees, shall act and present themselves in a professional manner. Harassment to anyone, discriminatory dress or speech, profuse use of curse words, provocative and/or racial display of material will not be tolerated. At the Contractor's discretion, any acts described here or behavior unsatisfactory to the Contractor and/or Owner, the employee will be dismissed from the project without question.
- 31.14. **Interior Air Quality During Construction:** Subcontractors will utilize appropriate dust control procedures to reduce the risk of allowing air borne contaminants into occupied areas. This includes, but is not limited to, dust control procedures during all site activities. All subcontractors that may create or disturb silica dust must fully comply with OSHA's Respirable Crystalline Silica rule 29 CFR 1926.1153. This includes the use of engineering controls, written program, competent person and respiratory protection depending on your site activities.

## GENERAL SUMMARY OF WORK

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- 31.14.1. Only true HEPA vacuums will be permitted. Dry Sweeping is not allowed.
- 31.14.2. The construction area will be damp mopped or vacuumed daily by all Subcontractors as directed by the Contractor. All surfaces must be cleaned daily. Push brooms may be used in conjunction with sweeping compound or wetting of debris. Sweeping brooms, compressed air, leaf blowers or similar tools are not permitted to be used on silica containing dust/debris.
- 31.14.3. Porous materials such as insulation exposed to moisture will be removed / replaced at Contractor's discretion.
- 31.14.4. The Contractor will issue a staging and logistics plan to all Subcontractors.
- 31.14.5. The permanent return air system will not be started unless approved by the Owner and the Contractor.
- 31.14.6. Bid Package 23A is responsible to protect the existing and or new HVAC return and supply air system on all projects.
- 31.14.7. If the permanent return air system is utilized during construction, temporary filters must be installed and maintained by Bid Package 23A. The temporary filters will remain in place until the Owner approves their removal.
- 31.14.8. When required the use of equipment in the construction area may need to be restricted in order to maintain Interior Air Quality. This could involve substituting cleaner equipment or changing operating procedures. As a minimum if equipment is not in use it should be cycled off.
- 31.14.9. Waste material, which can release odor or dust, shall be covered or sealed.
- 31.14.10. Sitework activities will be conducted so as to reduce dust.
- 31.14.11. Containers of liquid products should be kept closed as much as possible and shall be in marked containers per OSHA regulations. Food and beverage containers may not be used as secondary chemical containers.
- 31.14.12. Liquid spills or leaks are to be reported to the Contractor immediately. The Contractor will designate a point of contact (POC) for all such issues. All spills must be documented in Subcontractor Daily Reports and the Contractor Daily Construction Reports included in the Subcontractor Document Exhibits of this Manual.
- 31.14.13. Subcontractors to review hazardous material surveys prior to demolition activities.

## **32. BUILDING INFORMATION MODELING EFFORT:**

- 32.1. This project will utilize Building Information Modeling (BIM) throughout the entire project design and construction. All subcontractors will be required to assist in the completion of a BIM Execution Plan (BxP). This document will define project schedule milestones as well as a complete coordination schedule. All Subcontractors will be responsible for participating in regularly scheduled BIM meetings as determined by the (BxP) and any additional meetings as required. Each trade will provide a Project Manager and a Coordinator/Modeler for all scheduled BIM meetings. All Subcontractors are required to provide any needed items and

## GENERAL SUMMARY OF WORK

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equipment necessary to facilitate model updates during the scheduled BIM meetings. All subcontractors will be required to execute their responsibilities in the (BxP) throughout the project's entirety. Refer to the Subcontractor Document Exhibits section and the Bid Package specific summaries of work of this manual.

32.2. Subcontractors will be asked to provide qualifications related to completing their scope of work for BIM coordination. The minimum requirements are as follows:

- Ownership of Autodesk Revit Software as listed below.
- Capability of authoring or converting mechanical, electrical, plumbing, or specialty systems of your particular trade into Revit native format.
- Basic knowledge of working through clash detections related coordination efforts.

32.3. All models are to be created using Autodesk REVIT 2025. All modeled items, including systems and families, are required to be native REVIT objects and should include no imported files types from any other 3rd party software. All subcontractors are required to have Autodesk Navisworks Freedom to review, monitor and resolve any clashes or coordination items.

32.4. Each trade is responsible for modeling all systems (in their entirety), equipment, fixtures, cable tray, terminal units, panels, devices and support requirements to facilitate the installation. Modeled elements are to be dimensionally accurate to match manufacturer's specifications in terms of size, shape, clearances and connections. Items to be tagged need to match the naming conventions used on the contract documents. All system items to be named as indicated below. This includes but is not limited to columns, beams, pipes, duct, conduit, fittings, accessories, and flex items:

32.4.1. Structural Systems:

- Columns, Beams, & Joists (structural frame)
- Brace Frames & Shearwalls
- Miscellaneous Steel Elements, including bracing and supports
- Foundations & Deep Foundations
- Retaining Walls

32.4.2. Mechanical (Including but not limited to):

- Supply, Return and Exhaust Systems
- Chilled and Hot Water Supply & Return Systems
- Steam and Condensate Systems
- Refrigerant
- Mechanical Equipment with Access Zones

## GENERAL SUMMARY OF WORK

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### 32.4.3. Plumbing (Including but not limited to):

- Domestic Cold Supply & Return, Domestic Hot Supply & Return and Domestic Hot Water Return Systems
- Waste & Vent Systems
- Rain Leader Systems
- Overflow Drain Systems
- Plumbing Equipment & Fixtures

### 32.4.4. Electrical Systems (Including but not limited to):

- Feeder Conduits
- Duct Bank
- Panels, ATS, Switchgear, Generators, etc. with Access Zones
- Branch Wiring Paths (example 6"x10" box for a multiple ¾" conduit run)
- Light Fixtures
- Division 28 Systems
- Cable Tray
- Conduit and Pathways

### 32.4.5. Fire Protection (Including but not limited to):

- Wet & Dry Piping Systems
- Sprinkler Heads
- Valves & Valve Assemblies with Access Zones

### 32.4.6. Site (Including but not limited to):

- Storm Drainage structures
- All Storm piping regardless of size
- Parking & Concrete Curbing (provided in a CAD format)
- Sidewalks & Hardscapes (provided in a CAD Format)
- Underground Utilities (complete systems) to within 5' of building structure: Sanitary Sewer, Storm Sewer, Domestic and Fire Water, Gas, Mechanical , Electrical , Low

## GENERAL SUMMARY OF WORK

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Voltage, etc.

- Backflow Preventers and equipment
- Retaining Walls

### 32.4.7. Masonry:

- Masonry Walls
- Vertical Reinforcing
- Bond Beams
- Expansion Joint Assemblies
- Connection Details

### 32.4.8. Other: (This section will be custom per project.)

- Not used,

32.5. Models are required to use shared coordinate systems to be established by the Contractor. These coordinates will match the Contractor's building grid used on site. Modeled elements are to include spatial nodes to establish XYZ coordinates to facilitate field layout utilizing surveying equipment.

32.6. The model will be used to produce a coordinated and constructible building to:

- Confirm the interpretation of the information and details in the contract documents.
- Coordinate the installation of building systems.
- Provide clarification for any conflicts observed in the drawings and specifications.
- Facilitate the use of preassemblies and prefabrications.
- Layout of systems and equipment.

32.7. All Subcontractors will be responsible for providing the model and producing deliverables as needed to facilitate installation, preassembly, and prefabrication. This includes coordination drawings at 1/4" = 1'- 0" to conform to the Contractors standards; showing required systems tagged and dimensioned to establish height and location required for installation. Enlarged plans may be required for further clarification of complex or crowded locations.

32.8. All Subcontractors are responsible for reviewing the model and any deliverable from the model for any conflicts with other trades, clearance issues, installation process and code violations. Each Subcontractor will be required to sign a copy of the coordination drawings acknowledging they have reviewed the coordination and they are acceptable for construction indicated as follows.

## GENERAL SUMMARY OF WORK

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32.8.1. **Coordination Drawing Language:** "By signing below, you are indicating that you have received and approved the below listed coordination drawings from the Contractor. Any variations to these drawings in the field need to be brought to the attention of the Contractor's project team in writing and discussed before proceeding with work. Approved field changes, RFI's, bulletin drawings and other changes that occur need to be documented on these drawings as 'As-Built' conditions at the end of each month. Not updating record drawings could impact the processing of your pay application."

32.9. While the Contractor will facilitate and lead the development of the model, coordination drawings, preassembly and prefabrication efforts, this in no way alleviates the Subcontractor from any legal obligations related to the drawings and specifications.

32.10. The model will be available to all Subcontractors. Each Subcontractor will be required to sign a BIM release form before access to the BIM files will be granted.

32.11. Subcontractors must be capable of providing BIM coordination information in the format designated above in a timely manner (complete updates 24 hours prior to each scheduled coordination meeting) to allow for manipulation during coordination meetings. Subcontractors may use in-house services or third-party firm to complete the BIM Authoring Work. If the Subcontractor is not capable of meeting the minimum requirements stated above, the following amounts should be included in the Subcontractor's proposal for the work to be completed by the Contractor:

Bid Package 04A Masonry \$23,000

Bid Package 05A Structural and Miscellaneous Steel – The Contractor will not do this work. This Subcontractor must be capable of completing this work as described.

Bid Package 21A Fire Protection - The Contractor will not do this work. This Subcontractor must be capable of completing this work as described.

Bid Package 22A Plumbing Systems \$22,000

Bid Package 23A HVAC Systems \$38,000

Bid Package 26A Electrical \$19,000

Bid Package 31A Complete Sitework \$24,000

Subcontractors shall ultimately be responsible for the coordination effort and information contained within the BIM as the contractor will be providing electronic documents based on information provided by the Subcontractor. The Contractor will not be held responsible for errors and omissions associated with the files, process or the contract documents. The Contractor is not responsible for material changes and/or quantity changes as a result of the coordination and BIM process.

32.12. Subcontractors must carry the following dollar value for Contractor involvement, regardless if the Subcontractor performs the modeling and coordination described in Section 32.11. **This is in addition to the values included above in Section 32.11.**

Bid Package 04A Masonry \$9,000

## GENERAL SUMMARY OF WORK

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Bid Package 05A Structural and Miscellaneous Steel \$10,000

Bid Package 21A Fire Protection \$5,000

Bid Package 22A Plumbing Systems \$6,000

Bid Package 23A HVAC Systems \$10,000

Bid Package 26A Electrical \$5,000

Bid Package 31A Complete Sitework \$7,000

Subcontractors shall ultimately be responsible for the coordination effort and information contained within the BIM as the contractor will be providing electronic documents based on information provided by the Subcontractor. The Contractor will not be held responsible for errors and omissions associated with the files, process or the contract documents. The Contractor is not responsible for material changes and/or quantity changes as a result of the coordination and BIM process.

33. **Registered Sex Offenders:** The Subcontractor must conduct an annual check of the State Sex Offender and Public Protection Program and the State Sexually Violent Predator Registration Program on all employees (employees of Subcontractor, its Tier Subcontractors, Vendors, etc.) who may be sent to perform tasks on or deliver products to Project property. No employee who has been convicted of any sexually violent offense or any offense in which the victim was under the age of 16 years at the time of the offense may be on Project property at any time for any reason.
34. **Barricades and Traffic Control:** Barricades and traffic control as required by the Subcontractor's operations (including flagmen, barricades, etc.) will be provided by the Subcontractor needing such. Includes, but is not limited to, hoisting, erection, and/or material deliveries.
35. **Coordination of Deliveries:** Due to the nature of this project's site, space onsite is limited. Coordination of material deliveries with the Contractor is of utmost importance. Delivery of materials without adequate prior notice to the Contractor may result in material deliveries being turned away. At times deliveries will be one trade at a time due to site constraints. Consideration should be given to the size of delivery trucks due to limited street access and staging area. See the Construction Logistics Plans in this Bid Package Manual.
36. **Building Envelope Penetrations:** Penetrations through the building envelope (exterior wall, roof, below grade walls, etc.) are not acceptable. All penetrations are to be established prior to installation of primary weather barrier assembly so continuity of the weather barrier assembly can be achieved during the weather barrier installation. If penetration requires a sleeve, the sleeve and sealant of sleeve material passing through the sleeve shall be the responsibility of the subcontractor requiring the penetration and sealant must be checked for compatibility with the air barrier system prior to installation.
37. **Design Document References to GC, General Contractor, Contractor, and Similar:** Per Section I. Purpose of the Bid Package Manual, Rodgers is the Construction Manager. Within this Bid Package Manual Rodgers assigns work to Subcontractors. References within the design documents to GC, General Contractor, Contractor, and similar shall mean the Subcontractor whose work is described or work necessary for the completion of the Subcontractor's work. E.g. "CONTRACTOR SHALL WATER AND MAINTAIN SEED AREAS..." on drawing C600 is therefore read as "BID PACKAGE 32C

## GENERAL SUMMARY OF WORK

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SHALL WATER AND MAINTAIN SEED AREAS...", "FENCING BY GC" on drawing C202 is therefore read as "FENCING BY BID PACKAGE 32D", "GC shall cover the entire GCL mat with a minimum of 12" of cover material..." on drawing C703 is therefore read as "Bid Package 31A shall cover the entire GCL mat with a minimum of 12" of cover material...", "GC SHALL INSTALL STRAW AT 2' WIDTH ALONG..." on drawing C600 is therefore read as "BID PACKAGE 04A SHALL INSTALL STRAW AT 2' WIDTH ALONG..."

38. **Liquidated Damages:** Liquidated Damages as described in section 14 of the AIA Document A133 - 2019 Standard Form of Agreement Between Owner and Construction Manager as Contractor. Liquidated Damages are as follows:
- 38.1. For the first 10 calendar days that substantial completion exceeds the Contract Time, the Subcontractor shall be liable for \$500.00 per day as liquidated damages.
- 38.2. Starting the 11th calendar day, for each calendar day that substantial completion exceeds Contract Time, the Subcontractor shall be liable for \$1,000/day as liquidated damages.
- Such liquidated damages are agreed to be a reasonable estimate of the Owner's damages for delayed completion of the work and shall not be considered a penalty.
39. **E-Verify Certification:** At all times during performance of the Contract, all parties shall fully comply with Article 2 of Chapter 64 of the General Statutes, and shall ensure compliance by any subcontractors utilized. All parties shall execute an affidavit verifying such compliance upon request of the Owner.
40. **Previous Bid Packages:** This project is being procured in multiple phases. Specific Summaries of Work for bid packages previously bid and procured are provided as reference documents in the Subcontractor Document Exhibits of this Bid Package Manual.

## **SPECIFIC SUMMARY OF WORK**

### **Bid Package No. 23B – Test and Balance**

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Bid Package Subcontractor is exclusively responsible for the following work description.

Provide all labor, materials, supervision, equipment, insurance, overhead and profit, necessary or incidental, as required to complete the scope of work identified in the construction drawings and applicable specification sections indicated in the Specification Assignment Matrix. Performance of the work must include, but is not necessarily limited to the following:

#### **General Considerations**

1. An example Certificate of Insurance has been assigned to this Bid Package. The Certificate lists all the required limits of coverage and special language required for the Base Bid of this Bid Package. Refer to the Insurance Requirements Matrix, and Certificate of Insurance Examples included in the Subcontractor Document Exhibits of this manual for the Certificate that applies to this Bid Package.
2. This Bid Package to have multiple full-size crews, equipment, and material available to simultaneously work in multiple areas, as necessary, to meet the schedule milestone dates listed in General Summary of Work and the requirements of the Flow of Work plans (see Subcontractor Document Exhibits in this Bid Package Manual).
3. See the "Site Staging and Logistics Plan" and multiple "Flow of Work" diagrams in the Subcontractor Document Exhibits of this Bid Package Manual. Please note that portions of the building exterior skin will be left uninstalled for material access, waste removal, etc. for a portion of the construction schedule as determined by the Contractor.
4. This project's work will happen very close to residential homes and driveways. Safety and security will be a high priority as it relates to existing driveways and residential homes. The subcontractor and its subcontractors will carefully coordinate the work with the Contractor and will not disrupt the access.

#### **Test and Balance**

1. Provide certifications for AABC, or an approved equivalent, registered test and balance engineer, technicians, and equipment.
2. Test in all modes of operation including, but not limited to normal mode, emergency mode, in all phases of smoke control, cold and warm weather operational modes and when systems are in full economizer mode.
3. Provide preliminary and final test reports for Engineer's review. Test reports shall be submitted typed, bound, and organized such that all systems and equipment are easily identified. Included in this report will be, drawings indicating traverse locations, pressure reading's location(s) and grille identifications.
4. Conduct pre-balancing and testing inspection of all areas to verify compliance with the bid documents. These inspections will be conducted at thirty percent (30%), sixty percent (60%), and ninety percent (90%) of HVAC piping and duct installations. All deficiencies are to be noted and turned over to the Contractor after each inspection increment. The inspection letter will list all issues found and items that may hinder a successful Test and Balance effort. The noted and listed items shall be presented in a typed, letter format including date of inspection, time of inspection and time spent conducting the evaluations.
5. Submit a sample of report forms that will be used as well as a list of testing equipment showing model numbers and certification dates for each piece of testing equipment that will be used. This must be

## **SPECIFIC SUMMARY OF WORK**

### **Bid Package No. 23B – Test and Balance**

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provided prior to arriving on-site or during the pre-balancing conference.

6. Conduct a detailed plan review ensuring the system will balance as indicated in the bid documents during the coordination phase of the project. As part of the review, ensure that all necessary dampers, valves, circuit setters, and other appurtenances as necessary for a proper balance are shown. If additional devices are required, then they are to be identified so that can be installed. In the event this does not occur or does not occur completely, and additional devices get installed later in the project, it will be at cost of this subcontractor. Included in this plan review is participation in all MEPF coordination meetings at the commencement of the project.
7. In the event that systems are not performing as specified, this Subcontractor will communicate it immediately to the Contractor and coordinate with Engineer of Record. Costs for minor additional testing must be included [a minimum amount of ten percent (10%) retesting should be anticipated]. Provide a daily deficiency / completion report during the test and balancing phase. This report will include all deficient or incomplete work identified during balancing and will be updated as items are completed.
8. Provide plugs at all duct test ports required for testing. Care is to be taken to minimize damage to insulation installed on ductwork and piping. In the event insulation is damaged beyond repair and re-use, this Subcontractor will notify the Contractor in writing of such occurrences. This Subcontractor will permanently mark all test ports for future use.
9. In the event that daily construction operations limit the ability of this Subcontractor from accurately testing systems, provisions must be included in this Bid Package for work after hours. As a minimum consideration, five percent (5%) of the work should be expected to be performed on off-hours
10. During the entire Test and Balance effort, this Subcontractor will measure and record total building pressure as it relates to the outdoors, outdoor temperatures, outdoor relative humidity, sky conditions, wind conditions, date and time of measurements. This information will be turned in daily along with daily reports of systems and areas worked in that particular day to the Contractor.
11. Equipment that is equipped with variable frequency drive (VFD) and having the by-pass feature, shall be balanced to provide design values when the VFD is placed in the "bypass control mode". Should the piece of equipment produce more flows in this bypass condition, this Subcontractor will coordinate sheave or pump impeller sizing and changing with the Mechanical Subcontractor and his equipment suppliers/vendors. The Test and Balance Subcontractor is to confirm motor(s) do not overload or over pressurize the system when the VFD is in bypass mode.
12. A final TAB report with no deficiencies must be in hand prior to Substantial Completion, accounting for time for the Contractor and design team to review. This Bid Package has included off hour times and measures to achieve this per the milestone schedule provided in the General Summary of Work.
13. If system cannot be tested in seasonal requirements per the contract documents at the time of turnover, this bid package to return at that next season to perform responsibilities as outlined above and in the contract documents.
14. Any deficiencies noted are to be provided to the Contractor at the time of occurrence; not waiting until the final report to communicate the deficiencies.

Test and balance to be complete prior to commissioning and final report issued to the Contractor for verification.

Balance of Work Packages  
 October 21, 2024  
 Issued by: YCH Architects

Cabarrus County Schools Board of Education  
 Coltrane-Webb / Beverly Hills Replacement Elementary School

## DRAWING LOG

Drawing No.	Title	Current Date
<b>GENERAL</b>		
CS01-1	COVERSHEET VOLUME 1	10/21/24
CS02.1	ABBREVIATIONS, SYMBOLS, LIST OF DRAWINGS VOLUME 1	10/21/24
CS03	APPENDIX B -BUILDING A	10/21/24
CS04	APPENDIX B -BUILDING B	10/21/24
CS05	APPENDIX B -BUILDING C	10/21/24
CS101	BUILDING HEIGHT & AREA DATA	10/21/24
LS01	LIFE SAFETY PLAN -MAIN LEVEL	10/21/24
LS02	LIFE SAFETY PLAN -UPPER LEVEL	10/21/24
LS03	OCCUPANCY SCHEDULE	10/21/24
<b>CIVIL</b>		
C000	EXISTING CONDITIONS	11/12/24
C100	SITE DEMOLITION	11/12/24
C200	SITE LAYOUT	11/12/24
C201	DRIVEWAY SIGHT DISTANCE PROFILES	11/1/24
C300	SITE GRADING OVERVIEW	11/12/24
C301	STORM PROFILES	11/12/24
C302	STORM PROFILES	11/12/24
C303	STORM PROFILES	11/12/24
C304	UNDER GROUND DETENTION AND SAND FILTER STRUCTURE	10/21/24
C400	SITE UTILITIES SANITARY SEWER NATGAS & ELEC	11/12/24
C401	SITE UTILITIES WATER DISTRIBUTION	11/12/24
C402	SITE UTILITIES SANITARY PROFILES	11/12/24
C403	SITE UTILITIES WATERLINE PROFILES	11/12/24
C500	SITE EROSION CONTROL PLAN PHASE 1	11/12/24
C501	SITE EROSION CONTROL PLAN PHASE 2	11/12/24
C502	SITE EROSION CONTROL PLAN PHASE 3	11/12/24
C600	PLAN OVERVIEW	11/12/24
C700	DETAILS	11/12/24
C701	DETAILS	11/12/24
C702	DETAILS	11/12/24
C703	DETAILS	11/12/24
C704	DETAILS	11/12/24
C705	DETAILS	11/12/24
C706	DETAILS	11/12/24
C707	DETAILS	11/12/24
C708	DETAILS	11/12/24
C709	DETAILS	11/12/24
<b>SITE DEVELOPMENT</b>		
SD100	OVERALL SITE PLAN	11/6/24
SD101	SITE DETAILS	12/3/24
<b>STRUCTURAL</b>		
S100	GENERAL NOTES	10/21/24
S200	FOUNDATION PLAN	10/21/24
S201	FOUNDATION PLAN -AREA A (PART 1)	10/21/24
S202	FOUNDATION PLAN -AREA A (PART 2)	10/21/24
S203	FOUNDATION PLAN -AREA B	10/21/24

Balance of Work Packages

Cabarrus County Schools Board of Education

October 21, 2024

Coltrane-Webb / Beverly Hills Replacement Elementary School

Issued by: YCH Architects

## DRAWING LOG

Drawing No.	Title	Current Date
S204	FOUNDATION PLAN -AREA C	10/21/24
S210	UPPER LEVEL & LOW ROOF FRAMING PLAN	10/21/24
S211	UPPER LEVEL & LOW ROOF FRAMING PLAN -AREA A (PART 1)	10/21/24
S212	UPPER LEVEL & LOW ROOF FRAMING PLAN -AREA A (PART 2)	10/21/24
S213	UPPER LEVEL FRAMING PLAN -AREA B	10/21/24
S214	UPPER LEVEL FRAMING PLAN -AREA C	10/21/24
S220	ROOF FRAMING PLAN	10/21/24
S221	ROOF FRAMING PLAN -AREA A (PART 1)	10/21/24
S222	ROOF FRAMING PLAN -AREA A (PART 2)	10/21/24
S223	ROOF FRAMING PLAN -AREA B	10/21/24
S224	ROOF FRAMING PLAN -AREA C	10/21/24
S231	ENTRY ROOF FRAMING PLAN	10/21/24
S301	FOUNDATION SECTIONS & DETAILS	10/21/24
S302	FOUNDATION SECTIONS & DETAILS	10/21/24
S303	FOUNDATION SECTIONS & DETAILS	10/21/24
S304	FOUNDATION SECTIONS & DETAILS	10/21/24
S401	FRAMING SECTIONS & DETAILS	10/21/24
S402	FRAMING SECTIONS & DETAILS	10/21/24
S403	FRAMING SECTIONS & DETAILS	10/21/24
S404	FRAMING SECTIONS & DETAILS	10/21/24
S405	FRAMING SECTIONS & DETAILS	10/21/24
S406	FRAMING SECTIONS & DETAILS	10/21/24
S407	FRAMING SECTIONS & DETAILS	10/21/24
S408	FRAMING SECTIONS & DETAILS	10/21/24
S501	BRACE FRAME ELEVATIONS	10/21/24
S601	STRUCTURAL SCHEDULES	10/21/24
S602	STRUCTURAL SCHEDULES	10/21/24
SI001	STATEMENT & SCHEDULE OF SPECIAL INSPECTIONS	10/21/24
SI002	STATEMENT & SCHEDULE OF SPECIAL INSPECTIONS	10/21/24
<b>ARCHITECTURAL</b>		
A101	MAIN LEVEL FLOOR PLAN -OVERALL	10/21/24
A102	UPPER LEVEL FLOOR PLAN -OVERALL	10/21/24
A111	MAIN LEVEL FLOOR PLAN -BUILDING A (PART 1)	12/3/24
A112	MAIN LEVEL FLOOR PLAN -BUILDING A (PART 2)	12/3/24
A113	MAIN LEVEL FLOOR PLAN -BUILDING B	10/21/24
A114	MAIN LEVEL FLOOR PLAN -BUILDING C	10/21/24
A121	UPPER LEVEL FLOOR PLAN -BUILDING A (PART 1)	12/3/24
A122	UPPER LEVEL FLOOR PLAN -BUILDING A (PART 2)	10/21/24
A123	UPPER LEVEL FLOOR PLAN -BUILDING B	10/21/24
A124	UPPER LEVEL FLOOR PLAN -BUILDING C	10/21/24
A150	ROOF PLAN	10/21/24
A151	ROOF PARAPET DETAILS	10/21/24
A152	ROOF SCUPPER AND DRAINAGE DETAILS	10/21/24
A153	ROOF DETAILS	10/21/24
A154	ROOF DETAILS	10/21/24
A201	MAIN LEVEL REFLECTED CEILING PLAN -OVERALL	10/21/24
A202	UPPER LEVEL REFLECTED CEILING PLAN -OVERALL	10/21/24

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## DRAWING LOG

Drawing No.	Title	Current Date
A211	MAIN LEVEL REFLECTED CEILING PLAN -BUILDING A (PART 1)	10/21/24
A212	MAIN LEVEL REFLECTED CEILING PLAN -BUILDING A (PART 2)	10/21/24
A213	MAIN LEVEL REFLECTED CEILING PLAN -BUILDING B	10/21/24
A214	MAIN LEVEL REFLECTED CEILING PLAN -BUILDING C	10/21/24
A221	UPPER LEVEL REFLECTED CEILING PLAN -BUILDING A (PART 1)	10/21/24
A222	UPPER LEVEL REFLECTED CEILING PLAN -BUILDING A (PART 2)	10/21/24
A223	UPPER LEVEL REFLECTED CEILING PLAN -BUILDING B	10/21/24
A224	UPPER LEVEL REFLECTED CEILING PLAN -BUILDING C	10/21/24
A301	EXTERIOR ELEVATIONS -OVERALL	10/21/24
A302	EXTERIOR ELEVATIONS -OVERALL	10/21/24
A303	EXTERIOR ELEVATIONS -BUILDING A	12/3/24
A304	EXTERIOR ELEVATIONS -BUILDING A	12/3/24
A305	EXTERIOR ELEVATIONS -BUILDING B	10/21/24
A306	EXTERIOR ELEVATIONS -BUILDING C	10/21/24
A320	WALL SECTIONS	10/21/24
A321	WALL SECTIONS	12/3/24
A322	WALL SECTIONS	10/21/24
A323	WALL SECTIONS	10/21/24
A324	WALL SECTIONS	10/21/24
A325	WALL SECTIONS	10/21/24
A326	WALL SECTIONS	10/21/24
A327	WALL SECTIONS	10/21/24
A328	WALL SECTIONS	10/21/24
A329	WALL SECTIONS	10/21/24
A330	WALL SECTIONS	10/21/24
A331	WALL SECTIONS	10/21/24
A332	WALL SECTIONS	10/21/24
A333	WALL SECTIONS	10/21/24
A334	WALL SECTIONS	10/21/24
A335	WALL SECTIONS	10/21/24
A336	WALL SECTIONS	10/21/24
A337	WALL SECTIONS	10/21/24
A338	WALL SECTIONS	10/21/24
A339	WALL SECTIONS	10/21/24
A350	STAIR SECTIONS	10/21/24
A351	STAIR SECTIONS	11/6/24
A352	STAIR SECTIONS	10/21/24
A353	STAIR SECTIONS	10/21/24
A354	STAIR SECTIONS	10/21/24
A355	STAIR SECTIONS	10/21/24
A356	ELEVATOR SECTIONS	10/21/24
A380	WALL SECTION DETAILS	12/3/24
A381	WALL SECTION DETAILS	12/3/24
A382	WALL SECTION DETAILS	10/21/24
A383	WALL SECTION DETAILS	10/21/24
A390	EXTERIOR PLAN DETAILS	10/21/24
A401	ENLARGED GROUP TOILET PLANS	10/21/24
A402	ENLARGED TOILET PLANS	10/21/24

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Drawing No.	Title	Current Date
A403	ENLARGED MEDIA CENTER & BLEACHERS PLAN	11/6/24
A404	ENLARGED STAIR PLANS	10/21/24
A405	ENLARGED STAIR AND ELEVATOR PLANS	10/21/24
A406	TEACHING WALL & MARKER BOARD ELEVATIONS	10/21/24
A600	PARTITION TYPES	10/21/24
A601	PARTITION DETAILS	10/21/24
A602	DOOR SCHEDULES & DOOR / FRAME TYPES	12/3/24
A603	EXTERIOR WINDOW TYPES	12/3/24
A604	INTERIOR WINDOW TYPES	12/3/24
A605	EXTERIOR DOOR DETAILS	10/21/24
A606	INTERIOR DOOR DETAILS	12/3/24
A701	ARCHITECTURAL CASEWORK	12/3/24
A702	ARCHITECTURAL CASEWORK	10/21/24
A703	ARCHITECTURAL CASEWORK	10/21/24
A704	ARCHITECTURAL CASEWORK	10/21/24
A705	ARCHITECTURAL CASEWORK	10/21/24
A706	ARCHITECTURAL CASEWORK SECTIONS, DETAILS AND NOTES	10/21/24
A707	ARCHITECTURAL CASEWORK SECTIONS, DETAILS AND NOTES	10/21/24
A800	FINISH LEGEND & NOTES	12/3/24
A801	FINISH SCHEDULE & DETAILS	12/3/24
A811	MAIN LEVEL FINISH FLOOR PLAN -BLDG A (PART 1)	10/21/24
A812	MAIN LEVEL FINISH FLOOR PLAN -BLDG A (PART 2)	10/21/24
A813	MAIN LEVEL FINISH FLOOR PLAN -BLDG B	10/21/24
A814	MAIN LEVEL FINISH FLOOR PLAN -BLDG C	10/21/24
A821	UPPER LEVEL FINISH FLOOR PLAN -BLDG A (PART 1)	12/3/24
A822	UPPER LEVEL FINISH FLOOR PLAN -BLDG A (PART 2)	10/21/24
A823	UPPER LEVEL FINISH FLOOR PLAN -BLDG B	10/21/24
A824	UPPER LEVEL FINISH FLOOR PLAN -BLDG C	10/21/24
A825	INTERIOR ELEVATIONS -MAIN COMMONS	12/3/24
A826	INTERIOR ELEVATIONS -MEDIA CENTER	10/21/24
A827	INTERIOR ELEVATIONS -GYM	10/21/24
A828	INTERIOR ELEVATIONS -DINING	10/21/24
A829	INTERIOR ELEVATIONS -CLASSROOM HALLWAYS	10/21/24
A830	INTERIOR ELEVATIONS -CORRIDOR 179/BUS ENTRY	10/21/24
A831	INTERIOR ELEVATIONS -COMMONS 156, AWP DETAILS, MISC.	10/21/24
A840	CARPET DETAILS	10/21/24
A841	RESTROOM FINISH DETAILS	10/21/24
A842	VINYL GRAPHIC/VINYL WALL COVERING DETAILS	10/21/24
A843	STAIR FINISH DETAILS	10/21/24
A844	INTERIOR SIGNAGE	10/21/24
A901	3D VIEWS -FRONT EXTERIOR	10/21/24
A902	3D VIEWS -REAR EXTERIOR	10/21/24
<b>GENERAL - VOLUME 2</b>		
CS01.2	COVER SHEET VOLUME 2	10/21/24
CS02.2	ABBREVIATIONS, SYMBOLS, LIST OF DRAWINGS VOLUME 2	10/21/24
<b>FOOD SERVICE EQUIPMENT</b>		
FS.01	FOOD SERVICE EQUIPMENT PLAN	12/3/24
FS.02	FOOD SERVICE EQUIPMENT SCHEDULE	12/3/24

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## DRAWING LOG

Drawing No.	Title	Current Date
FS.03	FOOD SERVICE PLUMBING PLAN	12/3/24
FS.04	FOOD SERVICE ELECTRICAL PLAN	10/21/24
FS.05	FOOD SERVICE COLD STORAGE DETAILS	10/21/24
FS.06	FOOD SERVICE EXHAUST HOOD DETAILS	10/21/24
FS.07	FOOD SERVICE UDS DETAILS	10/21/24
FS.08	FOOD SERVICE EQUIPMENT DETAILS	12/3/24
<b>FIRE PROTECTION</b>		
FP001	FIRE PROTECTION INDEX, LEGEND, NOTES AND DETAILS	10/21/24
FP101	MAIN LEVEL FLOOR PLAN - FIRE PROTECTION	10/21/24
FP102	UPPER LEVEL FLOOR PLAN -FIRE PROTECTION	10/21/24
<b>PLUMBING</b>		
P001	PLUMBING LEGEND, INDEX AND NOTES	10/21/24
P002	PLUMBING SCHEDULES	10/21/24
P101	OVERALL PLUMBING PLAN	10/21/24
P102	OVERALL PLUMBING ROOF PLAN	10/21/24
P111	MAIN LEVEL FLOOR PLAN -DRAINAGE PIPING-BUILDING A (PART 1)	10/21/24
P112	MAIN LEVEL FLOOR PLAN -DRAINAGE PIPING-BUILDING A (PART 2)	10/21/24
P113	MAIN LEVEL FLOOR PLAN -DRAINAGE PIPING -BUILDING B	10/21/24
P114	MAIN LEVEL FLOOR PLAN -DRAINAGE PIPING -BUILDING C	10/21/24
P121	UPPER LEVEL FLOOR PLAN -DRAINAGE PIPING-BUILDING A (PART 1)	10/21/24
P122	UPPER LEVEL FLOOR PLAN -DRAINAGE PIPING-BUILDING A (PART 2)	10/21/24
P123	UPPER LEVEL FLOOR PLAN -DRAINAGE PIPING-BUILDING B	10/21/24
P124	UPPER LEVEL FLOOR PLAN -DRAINAGE PIPING -BUILDING C	10/21/24
P211	MAIN LEVEL FLOOR PLAN -SUPPLY PIPING -BUILDING A (PART 1)	10/21/24
P212	MAIN LEVEL FLOOR PLAN -SUPPLY PIPING -BUILDING A (PART 2)	10/21/24
P213	MAIN LEVEL FLOOR PLAN -SUPPLY PIPING -BUILDING B	10/21/24
P214	MAIN LEVEL FLOOR PLAN -SUPPLY PIPING -BUILDING C	10/21/24
P221	UPPER LEVEL FLOOR PLAN -SUPPLY PIPING -BUILDING A (PART 1)	12/3/24
P222	UPPER LEVEL FLOOR PLAN -SUPPLY PIPING -BUILDING A (PART 2)	10/21/24
P223	UPPER LEVEL FLOOR PLAN -SUPPLY PIPING -BUILDING B	10/21/24
P224	UPPER LEVEL FLOOR PLAN -SUPPLY PIPING -BUILDING C	10/21/24
P301	ENLARGED PLANS	10/21/24
P302	ENLARGED KITCHEN AREA AND BOILER ROOM DRAINAGE PIPING PLAN	10/21/24
P303	ENLARGED KITCHEN AREA AND BOILER ROOM SUPPLY PIPING PLAN	10/21/24
P401	PLUMBING DETAILS AND SCHEMATICS	10/21/24
P402	PLUMBING DETAILS AND SCHEMATICS	10/21/24
<b>MECHANICAL</b>		
M001	MECHANICAL INDEX, LEGEND, NOTES, AND SCHEDULES	10/21/24
M002	M ECHANICAL SCHEDULES	10/21/24
M003	MECHANICAL SCHEDULES	10/21/24
M004	MECHANICAL SEQUENCE OF OPERATION	10/21/24

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## DRAWING LOG

Drawing No.	Title	Current Date
M005	MECHANICAL POINTS LIST	10/21/24
M101	MAIN LEVEL MECHANICAL PLAN -OVERALL	10/21/24
M102	UPPER LEVEL MECHANICAL PLAN -OVERALL	10/21/24
M103	ROOF MECHANICAL PLAN -OVERALL	10/21/24
M111	MAIN LEVEL MECHANICAL PLAN -BUILDING A (PART 1)	10/21/24
M112	MAIN LEVEL MECHANICAL PLAN-BUILDING A (PART 2)	10/21/24
M113	MAIN LEVEL MECHANICAL PLAN -BUILDING B	10/21/24
M114	MAIN LEVEL MECHANICAL PLAN -BUILDING C	10/21/24
M121	UPPER LEVEL MECHANICAL PLAN -BUILDING A (PART 1)	10/21/24
M122	UPPER LEVEL MECHANICAL PLAN -BUILDING A (PART 2)	10/21/24
M123	UPPER LEVEL MECHANICAL PLAN -BUILDING B	10/21/24
M124	UPPER LEVEL MECHANICAL PLAN-BUILDING C	10/21/24
M211	MAIN LEVEL MECHANICAL PIPING PLAN -BUILDING A (PART 1)	10/21/24
M212	MAIN LEVEL MECHANICAL PIPING PLAN -BUILDING A (PART 2)	10/21/24
M213	MAIN LEVEL MECHANICAL PIPING PLAN -BUILDING B	10/21/24
M214	MAIN LEVEL MECHANICAL PIPING PLAN -BUILDING C	10/21/24
M221	UPPER LEVEL MECHANICAL PIPING PLAN -BUILDING A (PART 1)	10/21/24
M222	UPPER LEVEL MECHANICAL PIPING PLAN -BUILDING A (PART 2)	10/21/24
M223	UPPER LEVEL MECHANICAL PIPING PLAN -BUILDING B	10/21/24
M224	UPPER LEVEL MECHANICAL PIPING PLAN -BUILDING C	10/21/24
M301	ENLARGED MECHANICAL PLANS	10/21/24
M302	MECHANICAL SECTIONS AND ELEVATIONS	10/21/24
M303	MECHANICAL SECTIONS AND ELEVATIONS	10/21/24
M304	MECHANICAL SECTIONS AND ELEVATIONS	10/21/24
M401	MECHANICAL DETAILS	10/21/24
M402	MECHANICAL SCHEMATICS AND DETAILS	10/21/24
M403	MECHANICAL DETAILS	10/21/24
M404	MECHANICAL UL DETAILS	10/21/24
<b>ELECTRICAL</b>		
E001	ELECTRICAL SYMBOL LIST, ABBREVIATIONS AND GENERAL NOTES	12/3/24
E010	ELECTRICAL SITE PLAN	12/3/24
E101	MAIN LEVEL LIGHTING PLAN -OVERALL	10/21/24
E111	MAIN LEVEL LIGHTING PLAN -BUILDING A (PART 1)	10/21/24
E112	MAIN LEVEL LIGHTING PLAN -BUILDING A (PART 2)	10/21/24
E113	MAIN LEVEL LIGHTING PLAN -BUILDING B AND C	10/21/24
E121	UPPER LEVEL LIGHTING PLAN -BUILDING A (PART 1)	10/21/24
E122	UPPER LEVEL LIGHTING PLAN -BUILDING A (PART 2)	10/21/24
E123	UPPER LEVEL LIGHTING PLAN -BUILDING B AND C	10/21/24
E200	FOUNDATION PLAN -OVERALL	10/21/24
E201	MAIN LEVEL POWER PLAN -OVERALL	10/21/24
E202	UPPER LEVEL POWER PLAN -OVERALL	10/21/24
E203	ROOF POWER PLAN -OVERALL	10/21/24
E211	MAIN LEVEL POWER PLAN -BUILDING A (PART 1)	11/6/24
E212	MAIN LEVEL POWER PLAN -BUILDING A (PART 2)	12/3/24
E213	MAIN LEVEL POWER PLAN -BUILDING B AND C	10/21/24
E221	UPPER LEVEL POWER PLAN -BUILDING A (PART 1)	12/3/24
E222	UPPER LEVEL POWER PLAN -BUILDING A (PART 2)	10/21/24

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## DRAWING LOG

Drawing No.	Title	Current Date
E223	UPPER LEVEL POWER PLAN -BUILDING B AND C	10/21/24
E301	MAIN LEVEL SYSTEMS PLAN -OVERALL	10/21/24
E302	UPPER LEVEL SYSTEMS PLAN -OVERALL	10/21/24
E311	MAIN LEVEL SYSTEMS PLAN -BUILDING A (PART 1)	10/21/24
E312	MAIN LEVEL SYSTEMS PLAN -BUILDING A (PART 2)	10/21/24
E313	MAIN LEVEL SYSTEMS PLAN -BUILDING B AND C	10/21/24
E321	UPPER LEVEL SYSTEMS PLAN -BUILDING A (PART 1)	10/21/24
E322	UPPER LEVEL SYSTEMS PLAN -BUILDING A (PART 2)	10/21/24
E323	UPPER LEVEL SYSTEMS PLAN -BUILDING B AND C	10/21/24
E401	ENLARGED ELECTRICAL, MECHANICAL & UTILITY YARD PLAN	12/3/24
E402	ENLARGED KITCHEN POWER PLAN	11/6/24
E501	PENETRATION DETAILS	10/21/24
E502	LIGHTING DETAILS	10/21/24
E503	ELECTRICAL DETAILS	12/3/24
E504	ELECTRICAL DETAILS	10/21/24
E505	ELECTRICAL DETAILS	12/3/24
E601	LUMINAIRE SCHEDULE	10/21/24
E602	MECHANICAL EQUIPMENT CONNECTION SCHEDULES	10/21/24
E603	PANELBOARD SCHEDULES -MAIN LEVEL MAIN ELEC	12/3/24
E604	PANELBOARD SCHEDULES -MAIN LEVEL EM ELEC	10/21/24
E605	PANELBOARD SCHEDULES -MAIN LEVEL	11/6/24
E606	PANELBOARD SCHEDULES -MAIN LEVEL	10/21/24
E607	PANELBOARD SCHEDULES -UPPER LEVEL	12/3/24
E608	PANELBOARD SCHEDULES -UPPER LEVEL	10/21/24
E701	POWER DISTRIBUTION DIAGRAM	12/3/24

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## SPECIFICATION LOG

Specification No.	Title	Current Date
	<b>VOLUME 1</b>	
<b>00</b>	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
00 01 01	Project Title Page	10/21/24
00 01 07a	Professional Seals	10/21/24
00 01 10	Project Manual Table of Contents	10/29/24
00 01 15	List of Drawings	10/21/24
<b>00</b>	<b>BID AND CONTRACT DOCUMENTS</b>	
	Certification of Eligibility - Iran Divestment Act	10/21/24
00 63 25	Substitution Procedures	10/21/24
00 75 32	Geotechnical Data (With Test Reports Dated April 30, 2021, March 11, 2022 and April 7, 2022)	10/21/24
<b>01</b>	<b>GENERAL REQUIREMENTS</b>	
01 00 00	General Project Requirements	10/21/24
01 10 00	Summary of the Work	10/21/24
01 21 00	Allowances	10/21/24
01 22 00	Unit Prices	10/21/24
01 23 00	Alternates	10/21/24
01 31 13	Project Coordination	10/21/24
01 32 16	Construction Progress Schedule	10/21/24
01 33 23	Shop Drawings, Product Data and Samples	10/21/24
01 41 00	Regulatory Requirements	10/21/24
01 43 43	Explanation, Intent, and Standards	10/21/24
01 45 00	Quality Control Services	10/21/24
01 50 00	Temporary Facilities and Controls	10/21/24
01 57 13	Temporary Erosion and Sediment Control	10/21/24
01 71 23	Field Engineering	10/21/24
01 73 33	Wall, Floor, and Roof Penetrations	10/21/24
01 77 03	Project Closeout	10/21/24
01 77 04	CMAR General Warranty	10/21/24
01 78 36	Guarantees and Product Warranties	10/21/24
01 78 56	Roofing Systems Guarantee	10/21/24
01 78 57	Sealant Work Guarantee	10/21/24
01 78 58	Insulating Glass Replacement Labor Guarantee	10/21/24
01 78 59	Affidavit of Asbestos-Free Facility	10/21/24
<b>02</b>	<b>EXISTING CONDITIONS</b>	
02 41 16	Demolition	10/21/24
<b>03</b>	<b>CONCRETE</b>	
03 30 00	Cast-In-Place Concrete (With Submittal Form)	10/21/24
<b>04</b>	<b>MASONRY</b>	
04 05 11	Masonry Mortaring and Grouting	10/21/24
04 20 00	Lump Sum Unit Masonry	10/21/24
04 72 00	Architectural Cast Stone	10/21/24
<b>05</b>	<b>METALS</b>	
05 12 00	Structural Steel Framing	10/21/24
05 21 00	Steel Joist Framing	10/21/24
05 31 00	Steel Decking	10/21/24
05 40 00	Cold-Formed Metal Framing	10/21/24

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Specification No.	Title	Current Date
05 50 00	Metal Fabrications	10/21/24
06	WOOD, PLASTICS, AND COMPOSITES	
06 10 00	Rough Carpentry	10/21/24
06 16 00	Sheathing	10/21/24
07	THERMAL AND MOISTURE PROTECTION	
07 05 43	Rain Screen Attachment System	10/21/24
07 11 13	Bituminous Dampproofing	10/21/24
07 13 13	Bituminous Sheet Waterproofing	10/21/24
07 21 00	Thermal Insulation	10/21/24
07 21 29	Spray Polyurethane Foam Insulating Air Barrier System	10/21/24
07 27 26	Fluid-Applied Membrane Air Barriers	10/21/24
07 42 13	Metal Wall Panels	10/21/24
07 54 23	Mechanically Fastened TPO Roofing System	10/21/24
07 61 13	Standing Seam Roofing and Accessories	10/21/24
07 62 00	Sheet Metal Flashing and Trim	10/21/24
07 72 00	Roof Accessories	10/21/24
07 72 53	Snow Guards	10/21/24
07 84 00	Firestopping and Joint Systems	10/21/24
07 92 00	Joint Sealants	10/21/24
07 95 00	Expansion Control	10/21/24
08	DOORS, WINDOWS, AND GLASS	
08 11 13	Hollow Metal Doors and Frames	10/21/24
08 14 16	Flush Wood Doors	10/21/24
08 31 00	Access Doors and Panels	10/21/24
08 33 23	Overhead Coiling Doors	10/21/24
08 41 13	Aluminum-Framed Entrances and Storefronts	10/21/24
08 44 13	Glazed Aluminum Curtain Walls	10/21/24
08 71 00	Door Hardware	10/21/24
08 80 00	Glazing	10/21/24
08 91 19	Fixed Louvers	10/21/24
09	FINISHES	
09 21 16	Gypsum Drywall and Shaftwall Assemblies	10/21/24
09 51 13	Acoustical Panel Ceiling Systems	10/21/24
09 54 00	Specialty Ceilings	10/21/24
09 65 13	Resilient Base and Accessories	10/21/24
09 65 19	Resilient Tile Flooring	10/21/24
09 67 23	Resinous Flooring	10/21/24
09 67 66	Fluid Applied Athletic Flooring	10/21/24
09 68 13	Tile Carpeting	10/21/24
09 72 00	Wallcoverings	10/21/24
09 84 00	Wall-Mounted Acoustical Panels (Cementitious Wood Fiber)	10/21/24
09 90 00	Painting and Coating	10/21/24
10	SPECIALTIES	
10 11 00	Visual Display Units	10/21/24
10 14 00	Signage	10/21/24
10 21 16	Solid Plastic Toilet Compartments	10/21/24
10 21 23	Cubicles	10/21/24
10 26 00	Wall Protection	10/21/24

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Specification No.	Title	Current Date
10 28 00	Toilet, Bath and Laundry Accessories	10/21/24
10 44 00	Fire Protection Specialties	10/21/24
10 51 13	Metal Lockers	10/21/24
10 56 13	Storage Shelving	10/21/24
10 73 16	Metal Canopies	10/21/24
10 73 26	Metal Walkway Coverings	10/21/24
10 75 16	Ground-Set Flagpoles	10/21/24
11	EQUIPMENT	
11 14 13	Exterior Message Display System	10/21/24
11 30 13	Residential Appliances	10/21/24
11 40 00	Food Service Equipment	10/21/24
11 52 26	Projection Screens	10/21/24
11 61 43	Stage Equipment and Curtains	10/21/24
11 66 23	Gymnasium Equipment	10/21/24
11 66 43	Indoor Scoreboard	10/29/24
11 68 13	Playground Equipment	10/21/24
11 95 13	Kilns	10/21/24
12	FURNISHINGS	
12 21 13	Horizontal Louver Blinds	12/3/24
12 32 16	Manufactured Plastic Laminate Clad Casework	10/21/24
12 33 50	Media Center Casework	10/21/24
12 36 61	Solid Surfacing Fabrications	10/21/24
12 66 00	Telescoping Bleachers	10/21/24
14	CONVEYING SYSTEMS	
14 24 00	Hydraulic Elevators	10/21/24
	APPENDIX F - UL DESIGNS FOR FIRE RATED SYSTEMS	
	Appendix F Index	10/21/24
	U419 - 1 Hour Fire Rated Wall Assembly - GWB	10/21/24
	U905 - 1 & 2 Hour Fire Rated Wall Assembly - CMU	10/21/24
	Hw-D-0107 - 1 Hour Fire Rated Assembly Head of Wall To Deck Joint - GWB	10/21/24
	Hw-D-0110 - 1 & 2 Hour Fire Rated Assembly Head of Wall To Deck Joint - CMU	10/21/24
	VOLUME 2	
21	FIRE PROTECTION	
21 05 00	Fire Protection General	10/21/24
21 13 13	Wet-Pipe Sprinkler Systems (Design-Build Specifications)	10/21/24
22	PLUMBING	
22 05 00	Plumbing General	10/21/24
22 05 03	Plumbing Pipe, Tube, and Fittings	10/21/24
22 05 23	General-Duty Valves for Plumbing Piping	10/21/24
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	10/21/24
22 05 53	Identification for Plumbing Piping and Equipment	10/21/24
22 07 00	Plumbing Insulation	10/21/24
23	HEATING, VENTILATION, AND AIR CONDITIONING	
23 05 00	Common Work Results for HVAC	10/21/24

Balance of Work Packages

Cabarrus County Schools Board of Education

October 21, 2024

Coltrane-Webb / Beverly Hills Replacement Elementary School

Issued by: YCH Architects

## SPECIFICATION LOG

Specification No.	Title	Current Date
23 05 13	Common Motor Requirements for HVAC Equipment	10/21/24
23 05 16	Expansion Fittings and Loops for HVAC Piping	10/21/24
23 05 19	Meters and Gages for HVAC Piping	10/21/24
23 05 23	General-Duty Valves for HVAC Piping	10/21/24
23 05 29	Hangers and Supports for HVAC Piping and Equipment	10/21/24
23 05 48	Vibration and Seismic Controls for HVAC Piping and Equipment	10/21/24
23 05 53	Identification for HVAC Piping and Equipment	10/21/24
23 05 93	Testing, Adjusting, and Balancing for HVAC	10/21/24
23 07 00	HVAC Insulation	10/21/24
23 09 00	Direct Digital Control System	10/21/24
23 11 23	Facility Natural-Gas Piping	10/21/24
23 21 13	Hydronic Piping	10/21/24
23 21 14	Underground Pre-Insulated Hydronic Piping	10/21/24
23 21 23	Hydronic Pumps	10/21/24
23 23 00	Refrigerant Piping	10/21/24
23 25 00	HVAC Water Treatment	10/21/24
23 31 13	Metal Ducts	10/21/24
23 31 16	Nonmetal Ducts	10/21/24
23 33 00	Air Duct Accessories	10/21/24
23 34 23	HVAC Power Ventilators	10/21/24
23 36 00	Air Terminal Units	10/21/24
23 37 13	Diffusers, Registers, and Grilles	10/21/24
23 37 23	HVAC Gravity Ventilators	10/21/24
23 43 20	Air Purification System	10/21/24
23 51 00	Breeching, Chimney and Stacks	10/21/24
23 52 23	Cast Iron Boilers	10/21/24
23 64 26	Rotary Screw Water Chillers (Air-Cooled)	10/21/24
23 73 13	Modular Indoor Central Station AHU	10/21/24
23 81 26	Split-System Air-Conditioners	10/21/24
23 82 19	Fan Coil Units	10/21/24
26	ELECTRICAL	
26 05 00	Common Work Results for Electrical	10/21/24
26 05 19	Low-Voltage Electrical Power Conductors and Cables	10/21/24
26 05 23	Control-Voltage Electrical Power Cables	10/21/24
26 05 26	Grounding and Bonding for Electrical Systems	10/21/24
26 05 29	Hangers and Supports for Electrical Systems	10/21/24
26 05 33	Raceway and Boxes for Electrical Systems	10/21/24
26 05 36	Cable Trays for Electrical Systems	10/21/24
26 05 43	Underground Ducts and Raceways for Electrical Systems	10/21/24
26 05 48	Vibration and Seismic Controls for Electrical Systems	10/21/24
26 05 53	Identification for Electrical Systems	10/21/24
26 05 74	Overcurrent Protective Device Arc-Flash Study	10/21/24
26 09 13	Electric Power Monitoring	10/21/24
26 09 23	Lighting Control Devices	10/21/24
26 22 00	Low-Voltage Transformers	10/21/24
26 24 13	Switchboards	10/21/24
26 24 16	Panelboards	10/21/24
26 27 26	Wiring Devices	10/21/24

Balance of Work Packages

Cabarrus County Schools Board of Education

October 21, 2024

Coltrane-Webb / Beverly Hills Replacement Elementary School

Issued by: YCH Architects

## SPECIFICATION LOG

Specification No.	Title	Current Date
26 28 11	Safety Device Systems	10/21/24
26 28 13	Fuses	10/21/24
26 28 16	Enclosed Switches and Circuit Breakers	10/21/24
26 32 13	Engine Generators	9/30/24
26 36 00	Transfer Switches	10/21/24
26 43 13	Surge Protection for Low-Voltage Electrical Power Circuits	10/21/24
26 51 19	Led Interior Lighting	10/21/24
27	COMMUNICATIONS	
27 51 23	Independent Audio Equipment - Main Gym Sound Systems	10/21/24
27 51 23.10	Two-Way Communication Systems	10/21/24
27 53 19	Emergency Responder Radio Antenna/Repeater System	10/21/24
28	ELECTRICAL SAFETY AND SECURITY	
28 31 11	Digital, Addressable Fire Alarm System	10/21/24
31	EARTHWORK	
31 10 00	Site Clearing	10/21/24
31 10 01	Erosion and Sediment Control	10/21/24
31 20 00	Earth Moving	10/21/24
31 23 19	Dewatering	10/21/24
31 31 00	Soil Treatment for Termite Control	10/21/24
32	EXTERIOR IMPROVEMENTS	
32 00 00	Traffic Paints and Coatings	10/21/24
32 11 16	Aggregate Base Course	10/21/24
32 12 16	Asphalt Paving	10/29/24
32 13 13	Concrete Paving	10/29/24
32 13 73	Concrete Paving Joint Sealants	10/21/24
32 16 13	Cast-In-Place Concrete Curbs and Gutters	10/29/24
32 31 15	Chain Link Fencing and Gates	10/21/24
32 31 19	Decorative Metal Fences and Gates	10/29/24
32 92 00	Turf and Grasses	10/29/24
32 93 00	Landscaping	10/29/24
33	UTILITIES	
33 05 00	Common Work Results for Utilities	10/21/24
33 41 00	Utility Piping	10/21/24
33 41 13	Foundation and Sub-Drainage System	10/21/24
	WSACC Standard Specifications	10/21/24



# E-589CI Affidavit of Capital Improvement

Form E-589CI, Affidavit of Capital Improvement, is generally required to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- This affidavit may not be used to purchase building materials, other tangible personal property, or digital property to fulfill a real property contract exempt from sales and use tax.
- A person who willfully attempts, or a person who aids or abets a person to attempt in any manner, to evade or defeat a tax imposed by the Sales and Use Tax Laws, or the payment thereof, shall be guilty of a Class H felony. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed a penalty equal to 50% of the total deficiency.

**Section I. Single Use** (Complete this section to issue the affidavit for a single capital improvement.)

<p><b>(A)</b> <del>XXXXXXXXXX</del> <b>Real Property Contractor</b></p> <p>Rodgers Builders, Inc.</p> <p>Address 5701 N. Sharon Amity Road</p> <p>City State Zip Code Charlotte NC 28215</p>	<p><b>(B)</b> <del>XXXXXXXXXX</del> <b>Real Property Contractor</b> (General Contractor or Subcontractor) <small>Hired to perform capital improvement</small></p> <p>  </p> <p>City State Zip Code</p>
--	--

Describe capital improvement to be performed: **(Description of work)**

Replacement Elementary School that consists of an approximately 120,000 SF building, including 2-level classroom wings and 1-level common areas on 11 acres of graded land. Includes demo of existing school.

Test & Balance

Coltrane Webb/Beverly Hills Replacement Elementary School

61 Spring Street NW      Concord      NC      28025

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract with respect to a capital improvement to real property for sales and use tax purposes.

**Officer in Charge (OIC)**

Signature of Authorized Person: \_\_\_\_\_ Title: **OIC** Date: **2/19/2025**

**Section II. Blanket Use** (Complete this section execute a blanket affidavit.)

<p><b>(C)</b> <b>Real Property Contractor</b></p> <p>Address</p> <p>City State Zip Code</p>	<p><b>(D)</b> <b>Real Property Contractor or Subcontractor</b> <small>Hired to perform capital improvement</small></p> <p>Address</p> <p>City State Zip Code</p>
---	--

To be completed by the Real Property Contractor identified in Box C.

I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts with respect to capital improvements for real property for sales and use tax purposes.

Signature of Authorized Person: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Page 2**E-589CI  
12-16

Form E-589CI, Affidavit of Capital Improvement, is generally required to be issued (see exceptions below) to substantiate that a contract, or a portion of work performed to fulfill a contract, is to be taxed for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- Form E-589CI is not an affidavit of tax paid on building materials, other tangible personal property, or digital property purchased or used to fulfill a real property contract.
- Form E-589CI is not to be used to purchase building materials, other tangible personal property, or digital property purchased or used to fulfill a real property contract exempt from sales and use tax.
- A person that issues Form E-589CI in error is liable for use tax on the sales price of or the gross receipts derived from the transaction if it is determined that the contract is not a capital improvement to real property.

A person who willfully attempts, or a person who aids or abets a person to attempt in any manner, to evade or defeat a tax imposed by the Sales and Use Tax Laws, or the payment thereof, shall be guilty of a Class H felony. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed a penalty equal to 50% of the total deficiency.

**Exceptions to the Requirement to Issue Form E-589CI**

The following are exceptions for transactions where Form E-589CI is not required to be issued to substantiate that the transaction is taxed, as applicable, for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- Painting or wallpapering real property, or parts thereof.
- Landscaping service.

Form E-589CI is not required to be issued by the specific person for a transaction noted below. The exceptions do not apply to transactions between a general contractor hired to oversee the entire contract and one of its subcontractors (See "Blanket Use" of Form E-589CI (Section II) for possible exceptions.). **The following exceptions do not apply to remodeling.**

- A real property owner or other person hires a general contractor to oversee the entire contract and the contract is for "new construction" as defined in N.C. Gen. Stat. § 105-164.4H(e)(2).
- A real property owner or other person hires a general contractor to oversee the entire contract and the contract is to rebuild or construct again a prior existing permanent building, structure, or fixture on land (reconstruction as defined in N.C. Gen. Stat. § 105-164.4H(e)(3)).
- A general contractor that purchases all tangible personal property and digital property to fulfill the real property contract and provides the employee labor to fulfill the real property contract.

**Section I. Single Use Instructions**

A person must complete "Section I - Single Use" of the form for a one time use to substantiate that a transaction that otherwise meets the definition of repair, maintenance, or installation services to real property is taxed for sales and use tax purposes as a real property contract with respect to a single capital improvement for real property. When a real property contractor hires a subcontractor to perform a portion of the overall contract and there is not a recurring business relationship between the two parties, "Section I – Single Use" of Form E-589CI shall be completed and the form issued to each subcontractor as notice that the transaction is subject to tax as a real property contract with respect to a capital improvement for sales and use tax purposes.

A property owner oversees the entire activity that is a real property contract with respect to a capital improvement for real property and hires various subcontractors to complete the real property contract:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter property owner's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter general contractor's or subcontractor's name and address.
- Property owner listed in Box A must describe real property contract with respect to capital improvement to be performed.
- Authorized Person (typically property owner) signs, enters title (owner), and enters the date.

A general contractor hires a subcontractor to perform a real property contract with respect to a capital improvement, or portion thereof:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter general contractor's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter subcontractor's name and address.
- General contractor listed in Box A describes real property contract with respect to capital improvement to be performed.
- Authorized Person (typically general contractor) signs, enters title (general contractor), and enters the date.

A lessee or tenant hires a general contractor (or subcontractor) to perform a real property contract with respect to a capital improvement for real property; provided the capital improvement is intended to become a permanent installation and title to it vests in the owner or lessor of the real property immediately upon installation:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter lessee or tenant's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter general contractor's or subcontractor's name and address.
- General contractor must describe capital improvement for real property to be performed.
- Authorized Person (typically lessee or tenant) signs, enters title, and enters the date.

**Section II. Blanket Use Instructions**

A real property contractor may complete "Section II – Blanket Use" and issue the form to a real property contractor (subcontractor) who is used exclusively to perform part, or all, of real property contracts with respect to capital improvements to real property, where the person and the real property contractor have a recurring business relationship. A blanket use affidavit continues in force so long as the real property contractor named in "Box C" and the real property contractor (subcontractor) named in "Box D" maintain a recurring business relationship (when a period of no more than twelve months elapse between transactions between two parties) or until withdrawn or otherwise notified by the issuer of the form. The blanket use will generally apply for the following: (1) a builder who hires the same contractor(s) only for new construction; (2) a real property contractor who hires the same subcontractor(s) only for reconstruction; (3) a real property contractor who hires the same subcontractor(s) for remodeling and the activities performed by the subcontractor(s) are never repair, maintenance, and installation services for real property; and (4) a real property contractor who exclusively hires the same subcontractor(s) to perform part, or all, of its real property contracts with respect to capital improvements for real properties.

A general contractor or subcontractor hires a subcontractor to perform a capital improvement, or portion thereof:

- **Box C - Real Property Contractor:** Enter the hiring real property contractor's name and address.
- **Box D - Real Property Contractor (General Contractor or Subcontractor):** Enter subcontractor's name and address. Authorized person listed in Box C signs, enters title, and dates.



Our Passion is Building®

Rodgers Builders, Inc.  
PO Box 18446 (28218)  
5701 North Sharon Amity Road  
Charlotte, NC 28215

rodgersbuilders.com  
704 537 6044 TELEPHONE  
704 535 0055 FAX

February 19, 2025

Attachment "I" to Contract No. SDI012843  
Dated February 19, 2025

National TAB  
Attn: Scott Springer  
105 Stone Village Dr.  
Fort Mill, SC 29708

Service of Project Statement:  
Via DocuSign

RE: Contractor's Project Statement

Rodgers Builders, Inc. (hereinafter, "Contractor"), pursuant to General Statute § 44A-27(f), hereby provides the following statement in connection with the project described below:

1. The name of the project: Coltrane-Webb/ Beverly Hills Replacement Elementary School
2. The physical address of the project: 61 Spring Street NW Concord, NC 28025
3. The name of the contracting body (project owner): Cabarrus County Board of Education
4. The name of the contractor: Rodgers Builders, Inc.
5. The name, phone number, and mailing address of an agent authorized by the contractor to accept service of the requests for payment bond, the notice of public subcontract, and the notice of claim on payment bond referenced in subsection (b) of this section:

Rodgers Builders, Inc., Attn.: Eric Reichard, CEO  
5701 N. Sharon Amity Road, Charlotte, NC 28215  
Post Office Box 18446, Charlotte, NC 28218

6. The name and address of the principal place of business of the surety issuing the payment bond required by G.S. 44A-26(a) for the construction contract.

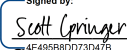
Chubb Group of Insurance Companies  
Surety Department  
15 Mountain View Road, PO Box 1615  
Warren, New Jersey 07061-1615

Per § 44A-27(f)(2), "Each subcontractor shall provide each subcontractor that it engages to perform labor or furnish materials in the performance of the construction contract a copy of the Contractor's Project Statement."

To ensure a timely processing of your contract agreement, please acknowledge receipt of this document by signing below. Feel free to contact our office with any questions (704.537.6044).

Sincerely,

\_\_\_\_\_  
Troy Smith  
Senior Project Manager

<b>Acknowledgement of Receipt</b>	
Signed by:  <small>4E405B8D073D476</small>	VP Regional Markets
<b>Signature, Title (Authorized Company Representative)</b>	
Date: 2/21/2025   2:21 PM EST	



## RODGERS SUBCONTRACTOR SELF-ASSESSMENT SCREENING FORM

In order to protect our trade partners, subcontractors and project teams, following CDC guidelines.

Please complete the following information:

1. **Are you experiencing any of the following symptoms or exposures?**

- Fever or chills
- Cough, sore throat, or runny nose
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headaches
- Nausea/Vomiting or diarrhea
- New loss of taste or smell
- Exposure to someone with a positive case of COVID-19 while unvaccinated

If you have checked any of the above conditions, you are not allowed to work at a Rodgers project or office until further notice.

Please remember to wash and sanitize your hands often as this is the most important method in preventing the spread of germs. Practice good social hygiene by coughing and/or sneezing into your arm elbow area.

Rodgers follows CDC Guidelines.

COVID-19 testing can help you know if you have COVID-19 so you can decide what to do next, like getting treatment to reduce your risk of severe illness and taking steps to lower your chances of spreading the virus to others.

While this is the policy we're adopting in our offices, it might not be the same for our clients' offices.



## RODGERS VISITOR SELF-ASSESSMENT SCREENING FORM

In order to protect our trade partners, subcontractors and project teams, following CDC guidelines.

Please complete the following information:

### 2. Are you experiencing any of the following symptoms or exposures?

- Fever or chills
- Cough, sore throat, or runny nose
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headaches
- Nausea/Vomiting or diarrhea
- New loss of taste or smell
- Exposure to someone with a positive case of COVID-19 while unvaccinated

If you have checked any of the above conditions, you are not allowed to work at a Rodgers project or office until further notice.

By signing this document, you are confirming this information to be truthful and accurate to your knowledge:

Name	Signature	Date
------	-----------	------

Please remember to wash and sanitize your hands often as this is the most important method in preventing the spread of germs. Practice good social hygiene by coughing and/or sneezing into your arm elbow area.

Rodgers follows CDC Guidelines.

COVID-19 testing can help you know if you have COVID-19 so you can decide what to do next, like getting treatment to reduce your risk of severe illness and taking steps to lower your chances of spreading the virus to others.

While this is the policy we're adopting in our offices, it might not be the same for our clients' offices.



Our Passion is Building®

### CONTRACT CHECKLIST

To: \_\_\_\_\_ Date: \_\_\_\_\_

Project Assistant Reviewed: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Subcontractor/Vendor: \_\_\_\_\_ Date Received: \_\_\_\_\_

Subcontractor/Vendor Retainage: 10% (standard):  5%:  0%:  Other:  Retainage Amount: \_\_\_\_\_

Public Bonded Job: Yes  No  If "Yes", Contractor's Project Statement attached to contract?

Private Project: Yes  No  If "Yes", Identification of Lien Agent attached to contract?

For Subcontracts/Work Orders totaling less than \$100,000, bonds are not applicable, unless work is to be done to the building envelope or the Subcontractor has been enrolled in SDI.

For bonded Subcontracts (totaling \$100,000 or more or work on building envelope), performance and payment bonds are attached. For Purchase Orders (totaling \$100,000 or more), bonds are attached as directed by OIC.

- Submitted using standard Rodgers form
- Submitted using another format:
- Obligee information is correct.
- Project name is referenced and accurate.
- Contract date is accurate.
- There is no time restriction/expiration.
- Bonding Rating is \_\_\_\_\_ and A.M. Best information is attached.
- The subcontract amount is the amount listed on the bonds.

Enrolled in SDI

The Certificate of Insurance for the Subcontract/Work Order/ Equipment Lease Agmt/Purchase Order/Consultant Services Agmt. has been received and meets all requirements

COI Version: Version 1-5M:  Version 2-5M and Mold:  Version 3-10M:  Version 4-10M and Mold:

- General Liability
- Waiver of Subrogation\*
- Additional Insureds \*
- \$5M Excess Liability
- Primary and Noncontributory\*
- Project Name/Number \*
- \$10M Excess Liability\*\*
- Pollution Liability
- Follow Form Endorsement\*
- Workers Comp
- Professional Liability
- \* Listed on COI
- Auto Liability
- Mold/Fungi/Bacteria Liability\*\*
- Alt Endorsements are Equivalent

List any exceptions: \_\_\_\_\_

The Subcontract/Work Order/Purchase Order/ELA has not been altered, all pages have been initialed, and has been executed and witnessed accordingly.

The Subcontract/Work Order/Purchase Order/ELA has been altered and all modifications are flagged for review.

Please sign below to signify you have reviewed the contract package and above information and accept it as meeting project requirements.

OIC \_\_\_\_\_

CM \_\_\_\_\_

PM \_\_\_\_\_

APM \_\_\_\_\_

RM \_\_\_\_\_

## Certificate Of Completion

Envelope Id: 4EB9A268-A5E2-458F-9354-12323AC1C979

Status: Sent

Subject: 2843 Coltrane-Webb/Beverly Hills Elementary Replacement National Tab-Contract Agreement

Source Envelope:

Document Pages: 62

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 10

Kendra Jackson

AutoNav: Enabled

5701 N SHARON AMITY RD

Envelopeld Stamping: Disabled

CHARLOTTE, NC 28215-3984

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

kjackson@rogersbuilders.com

IP Address: 69.132.80.32

## Record Tracking

Status: Original

Holder: Kendra Jackson

Location: DocuSign

2/21/2025 | 02:01 PM

kjackson@rogersbuilders.com

## Signer Events

Scott Cpringer

Scott@nationaltab.com

VP Regional Markets

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:  
  
4E495B8DD73D47B...

Signature Adoption: Pre-selected Style

Using IP Address: 98.121.114.28

## Timestamp

Sent: 2/21/2025 | 02:05 PM

Viewed: 2/21/2025 | 02:18 PM

Signed: 2/21/2025 | 02:21 PM

### Electronic Record and Signature Disclosure:

Accepted: 2/21/2025 | 02:18 PM

ID: eb12624d-869c-49b1-a152-34d8d583a93d

Kendra Jackson

kjackson@rogersbuilders.com

Rodgers Builders Inc.

Security Level: Email, Account Authentication  
(None)

Sent: 2/21/2025 | 02:21 PM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Will Satterfield

wsatterfield@rogersbuilders.com

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 2/21/2025 | 11:07 AM

ID: bafd316a-b065-437f-81b1-1ec7e7918f97

Troy Smith

tsmith@rogersbuilders.com

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 5/15/2023 | 09:51 PM

ID: a6bf0d20-7aa7-4f0a-97c6-ad8a80b50265

Will Myer

wmyer@rogersbuilders.com

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 2/18/2025 | 05:39 PM

ID: a78aae53-8a32-401a-9934-22669768c94b

## In Person Signer Events

## Signature

## Timestamp

<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>

Colton Meyer

cmeyer@roddersbuilders.com

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 1/28/2025 | 08:26 AM

ID: d508c10c-6ed1-4134-9286-402aba732217

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	2/21/2025   02:05 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Rodgers Builders Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Rodgers Builders Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [wphifer@rogersbuilders.com](mailto:wphifer@rogersbuilders.com)

### **To advise Rodgers Builders Inc. of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [wphifer@rogersbuilders.com](mailto:wphifer@rogersbuilders.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Rodgers Builders Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [wphifer@rogersbuilders.com](mailto:wphifer@rogersbuilders.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Rodgers Builders Inc.**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [wphifer@rogersbuilders.com](mailto:wphifer@rogersbuilders.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- Until or unless you notify Rodgers Builders Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Rodgers Builders Inc. during the course of your relationship with Rodgers Builders Inc..