

Contract Job Number: 28090
Subcontract Number: SDI0128090
Date Typed: July 22, 2025

This Agreement (HEREINAFTER "Agreement"), made this 22nd day of July 2025, by and between:

CONTRACTOR: **RODGERS LEEPER X**
5701 N. Sharon Amity Road
Charlotte, NC 28215

(hereinafter "Contractor")

- and -

SUBCONTRACTOR: **National TAB**
1329 East Kenper Road, Suite 4210
Cincinnati, OH 45246

Contact/Phone
Stephan Gabbert
sgabbert@nationaltab.com
803-203-0855

(hereinafter "Subcontractor")

to perform part of the Work on the following Project:

PROJECT: **CPCC Wellness Cosmetology Program Renovations**
3210 CPCC Harris Campus Drive
Charlotte, NC 28208

Rodgers Leeper X Project No. 28090

(hereinafter "Project")

OWNER: **Trustees of Central Piedmont Community College**
Drumm Facilities Building
1325 East Seventh Street
Charlotte, NC 28204

Owner Project No. 2749
SCO ID#23-26961-02A

(hereinafter "Owner")

ARCHITECT: **McMillan Pazdan Smith Architecture**
1422 S. Tryon St., Suite 700
Charlotte, NC 28203

Architect Project No. 023145.00

(hereinafter "Architect")

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 RodgersLeeper IV's company policy, or (2) be able to provide documentation that all assigned employees to a RodgersLeeper IV 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. RodgersLeeper IV 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.

PA Initials: ^{Initial} KJ
PM Initials: ^{DS} LF


RODGERS LEEPER X
(Contractor)
By: ^{DocuSigned by:} Deew Robinson 9/8/2025 | 4:26 PM EDT
4C383CE4EC154AC...
Title: Officer In Charge

National TAB
(Subcontractor)
By: ^{Signed by:} Joe Hertenstein 7/23/2025 | 2:44 PM EDT
B15D2FA863A0445...
Title: President
Owner, President or Vice President

ATTACHMENT "A"
SUBCONTRACT DOCUMENTS – INSURANCE REQUIREMENTS

Subcontractor: National TAB

Project Name: 28090 CPCC Wellness Cosmetology Program Renovations

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:

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.

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.

3. Commercial Umbrella/Excess: (Minimum Required Limits)

- (a) Umbrella/Excess limits must be at 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: 28090 CPCC Wellness Cosmetology Program Renovations

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.

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.

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.

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: 28090 CPCC Wellness Cosmetology Program Renovations

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: 28090 CPCC Wellness Cosmetology Program Renovations

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 "B"
SUBCONTRACT DOCUMENTS – SUBCONTRACT DOCUMENTS AND ATTACHMENTS

Subcontractor: National TAB

Project Name: 28090 CPCC Wellness Cosmetology Program Renovations

Subcontract Attachments and Drawing Log

Owner/Contractor Agreement dated March 26,2025

Attachment "A" – Insurance Requirements dated July 22, 2025

Attachment "B" – Subcontract Documents dated July 22, 2025, including Project Bid Package Manual dated March 10, 2025 and all associated Bid Package Manual Exhibits

Attachment "C" – Scope of Work, Schedule and Payment dated July 22, 2025

Attachment "D" – Subcontract I-9 Compliance Agreement July 22, 2025

Attachment "E" - General Summary of Work dated July 22, 2025

Attachment "F" – Specific Summary of Work dated July 22, 2025

Attachment "G" – List of Drawings and Specifications ("Contract Documents") dated July 22, 2025

Attachment "H" – NCDOR E-589C1, Affidavit of Capital Improvement (NC Projects Only)

Attachment "I" – Contractor's Project Statement July 22, 2025

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

Subcontractor: National TAB

Project Name: 28090 CPCC Wellness Cosmetology Program Renovations

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 & 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 & Balance** (Attachment "G"), and the Drawings and Specifications (Attachment "F") of the Project Bid Package Manual dated March 10, 2025. The Subcontractor understands and agrees that the Subcontractor is to furnish all **Bid Package No. 23B Test & 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 July 20, 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 July 20, 2026.

ARTICLE 3
SUBCONTRACT PRICE & PAYMENT

- 3.1 **Subcontract Price: Twenty-Nine Thousand Three Hundred Five Dollars (\$ 29,305.00)**

<u>Cost Code(s)</u>	<u>Description</u>	<u>Amount</u>
15998	23B Test & Balance	\$29,305.00
	Sales Tax	\$ 0.00

Total Contract Amount **\$29,305.00**

Unit Cost: NA

- 3.1.1 **Sales Tax Provision** - Sales tax is included in the contract amount.
- 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 15th 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, ETC.

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

Subcontractor: National TAB

Project Name: 28090 CPCC Wellness Cosmetology Program Renovations

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:** In accordance with General Summary (Attachment E) or as directed by Contractor.
- 5.6.1 **Clean-Up:** In accordance with General Summary (Attachment E) or as directed by Contractor. Continuous daily clean-up of the subcontractors work area is expected and will be enforced. Trash is to be placed in the dumpster 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 RodgersLeeper IV'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: 28090 CPCC Wellness Cosmetology Program Renovations

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.

**Bid Package Manual: All Packages
March 10, 2025**

**Central Piedmont Community College
Wellness Cosmetology Program Renovations**

GENERAL SUMMARY OF WORK

Begin Interiors Level 1: Early November 2025

Begin Interiors Level 2: Early January 2026

Complete Overhead Rough-In Inspections: Mid-April 2026

Complete In-wall Rough-in Inspections: Early March 2026

Complete Drywall Level 1: Early March 2026

Complete Drywall Level 2: Late March 2026

Begin Finishes Level 1: Early March 2026

Begin Finishes Level 2: Mid-March 2026

Complete Final MEP FP Inspections Level 1: Early June 2026

Complete Final MEP FP Inspections Level 2: Early June 2026

Complete Authorities Final Inspections: Late June 2026

Begin Alternate No. 01 New Entry Vestibule: February 2026

Final Completion: Mid-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 Subcontract 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

Bid Package Manual: All Packages
March 10, 2025

Central Piedmont Community College
Wellness Cosmetology Program Renovations

GENERAL SUMMARY OF WORK

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.
- 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.

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 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:** Each Subcontractor is responsible for providing and paying all their own costs associated with temporary trailers. Quantity and location are subject to approval by the Contractor.
 7. **Construction Fence and Pedestrian Protection:** Bid Package 31A Complete Sitework will provide Temporary Construction Fencing. Pedestrian Protection will be provided by the Bid Package who work requires such.

Bid Package Manual: All Packages
March 10, 2025

Central Piedmont Community College
Wellness Cosmetology Program Renovations

GENERAL SUMMARY OF WORK

8. **Sanitary Facilities:** Bid Package 18A General Works will provide temporary sanitary facilities for all Subcontractors.
9. **Drinking Water:** All Subcontractors must provide their own drinking water, ice and cups.
10. **Temporary Power:**
 - 10.1. Bid Package 26A Electrical 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 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. See the Project Manual for additional requirements.
12. **Utility Consumption Charges:** The Owner 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 22A Plumbing Systems will provide: temporary water service inside the building within each work area (Contractor to identify exact locations).
14. **Temporary Storage and Parking:** Each Subcontractor will be allowed 1 company vehicle within the parking lot area identified as "Worker Parking Area" in the Site Staging and Logistics Plan. Other than this, there is no parking provided. Each Subcontractor is required to make arrangements for and pay for whatever provisions are necessary for their employee, tier Subcontractor and Vendor parking. The project is surrounded by the CPCC campus, businesses, and neighborhoods. Parking illegally or in a way that disrupts the surrounding campus, businesses, or neighborhoods will not be tolerated. There is no space for storage / trailers. Storage inside the building will not be allowed.
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.

Bid Package Manual: All Packages
March 10, 2025

Central Piedmont Community College
Wellness Cosmetology Program Renovations

GENERAL SUMMARY OF WORK

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:** Bid Package 09A will provide a benchmark for vertical elevations and control line for horizontal locations only. All other layout work for each scope of work is to be provided by the other Subcontractors. As-Built drawings shall be provided with any changes.
- 19.2. **For Alternate No. 1 New Entry Vestibule:** Bid Package 31A will establish a project control monument system for work associated with Alternate No. 01. 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 Subcontractor are responsible for their own cutting and patching of new work already in 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 / Purchase Order or Letter of Intent from the Contractor and all submittals shall be received by the Contractor for review within 4 weeks. Submittals will be processed electronically.
- 22.2. Submittals must be completed in time to allow for a minimum of four (4) weeks for the Contractor

Bid Package Manual: All Packages
March 10, 2025

Central Piedmont Community College
Wellness Cosmetology Program Renovations

GENERAL SUMMARY OF WORK

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 at Beneficial Occupancy / Final Completion / Final Acceptance; see General Conditions of the Contract and other specifications in the Project Manual.
24. **Communication and Electronic Document Access:** All Subcontractors will provide their superintendents with phones, tablets, 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.
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 the campus, 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.

Bid Package Manual: All Packages
March 10, 2025

Central Piedmont Community College
Wellness Cosmetology Program Renovations

GENERAL SUMMARY OF WORK

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 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.

GENERAL SUMMARY OF WORK

30.4. See the Project Manual for limitations on Subcontractor's overhead and profit for changes in 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 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 / 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

GENERAL SUMMARY OF WORK

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 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

GENERAL SUMMARY OF WORK

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.
- 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.

Bid Package Manual: All Packages
March 10, 2025

Central Piedmont Community College
Wellness Cosmetology Program Renovations

GENERAL SUMMARY OF WORK

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 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.
- 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.
- 31.13. **Behavior Of Construction Personnel:** Subcontractor 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

GENERAL SUMMARY OF WORK

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.
- 31.14.1. Only true HEPA vacuums will be permitted.
 - 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. Brooms will not be permitted in occupied areas.
 - 31.14.3. Porous materials such as insulation will be protected from exposure to moisture (items, which remain exposed to moisture for more than a few hours may need to be replaced).
 - 31.14.4. Workers are required to be dust free prior to entering any occupied space within the facility. Egress in and out of construction areas will be determined by the Contractor and identified on the staging and logistics plan.
 - 31.14.5. The Contractor will issue a staging and logistics plan to all Subcontractors.
 - 31.14.6. The permanent return air system will not be started unless approved by the Owner and the Contractor.
 - 31.14.7. Bid Package 23A HVAC Systems is responsible to protect the existing and or new HVAC return and supply air system on all projects.
 - 31.14.8. If the permanent return air system is utilized during construction, temporary filters must be installed and maintained by Bid Package 23A HVAC Systems. The temporary filters will remain in place until the Owner approves their removal.
 - 31.14.9. Temporary partitions provided by Bid Package 09A Drywall Assemblies must comply with all applicable codes and stop the passage of air.
 - 31.14.10. Renovated areas within an occupied facility will be required to maintain negative air pressure with respect to surrounding areas. This will be done by the use of approved exhaust fans provided Bid Package 02A. The exhaust fans must be approved by the Contractor and equipped with a HEPA filter. It will be exhausted by temporary duct to the outside. Filters will be changed as necessary to maintain negative air pressure.
 - 31.14.11. Not used.
 - 31.14.12. 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.
 - 31.14.13. Waste material, which can release odor or dust, shall be covered or sealed.

Bid Package Manual: All Packages
March 10, 2025

Central Piedmont Community College
Wellness Cosmetology Program Renovations

GENERAL SUMMARY OF WORK

- 31.14.14. As a minimum, when approved by the Contractor and the Owner, temporary dust partitions constructed of flame retardant 6-mil polyethylene can be utilized when performing above ceiling work in occupied areas. These partitions are to be removed within 48 hours of completing the work.
- 31.14.15. The Contractor will change walk off mats as necessary.
- 31.14.16. Sitework activities will be conducted so as to reduce dust.
- 31.14.17. 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.
- 31.14.18. 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.
- 31.14.19. Subcontractors will review the 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 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 (year of application to be determined by the Contractor). 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.

GENERAL SUMMARY OF WORK

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

32.4.2. Mechanical (Including but not limited to):

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

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
- 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
- Conduits and pathways

GENERAL SUMMARY OF WORK

- Cable tray

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, Domestic and Fire Water, Gas, Mechanical Piping, Electrical Service, Low Voltage, etc.
- Backflow Preventers and equipment
- Retaining / Seat Walls

32.4.7. Masonry:

- Vertical reinforcing
- Bond beams
- Expansion joint locations
- Connection details

32.4.8. Other:

- N/A

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.

Bid Package Manual: All Packages
March 10, 2025

Central Piedmont Community College
Wellness Cosmetology Program Renovations

GENERAL SUMMARY OF WORK

- 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 as indicated below:
- 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 Contractors' 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 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 \$30,000
- Bid Package 23A HVAC Systems \$30,000

Bid Package Manual: All Packages
March 10, 2025

Central Piedmont Community College
Wellness Cosmetology Program Renovations

GENERAL SUMMARY OF WORK

Bid Package 26A Electrical - The Contractor will not do this work. This Subcontractor must be capable of completing this work as described.

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 21A Fire Protection \$15,000

Bid Package 22A Plumbing Systems \$20,000

Bid Package 23A HVAC Systems \$20,000

Bid Package 26A Electrical \$20,000

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. **Existing Campus:** The project is in and around an occupied, active college building. Safety and security will be a high priority as it relates to students / faculty / college employees. Subcontractors and their tier Subcontractors will carefully coordinate their work with the Contractor and will not disrupt the college's operations. The project ingress and egress will be subject to specific times of day based on the college's operations.
34. **Barricades and Traffic Control:** Barricades and traffic control (e.g. flagmen, etc.) will be provided by the Subcontractor whose work requires such in order to be completed in a safe and orderly manner. Includes, but is not limited to, hoisting, erection, and/or material deliveries.
35. **Coordination of Deliveries:** Due to the nature of the 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 Staging and Logistics Plan in this Bid Package Manual.
36. **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. Note on drawing S001

Bid Package Manual: All Packages
March 10, 2025

Central Piedmont Community College
Wellness Cosmetology Program Renovations

GENERAL SUMMARY OF WORK

“CONTRACTOR SHALL VERIFY EXISTING DIMENSIONS, ELEVATIONS, AND SITE CONDITIONS BEFORE STARTING WORK” is therefore read as “SUBCONTRACTOR SHALL VERIFY EXISTING DIMENSIONS, ELEVATIONS, AND SITE CONDITIONS BEFORE STARTING THEIR WORK”, and Note on drawing E803 “CONTRACTOR SHALL PROVIDE LUMINAIRES AND LIGHTING EQUIPMENT” is therefore read as “BID PACKAGE 26A SHALL PROVIDE LUMINAIRES AND LIGHTING EQUIPMENT”, etc.).

37. **Stored Materials:** See the General Conditions of the Contract (e.g. Article 31, etc.) in the Project Manual and Specification 01 20 00 regarding payment for stored materials. Costs associated with stored materials are the responsibility of the Subcontractor / Vendor requesting payment for such.
38. **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.
39. **Retesting and Reinspection Costs:** Costs for retesting and reinspection will be the responsibility of the Subcontractor whose work requires retesting or reinspection.
40. **Smoking, Tobacco, Vaping, Food, and Drink:** Smoking or use of tobacco products and vaping will not be permitted in the building or on the campus. Food and drinks are not permitted in the building.
41. **Snow / Safety Fencing or Other Hard Barriers:** Use of snow/safety fencing or other hard barrier, in lieu of caution tape, is required at all work exclusion zones and controlled access zones. This applies to areas of fall protection concerns, open trenches/footings, cranes, hoists, etc. See the Project Manual and other portions of the Bid Package Manual for more information, details, and applicable circumstances.
42. **Existing Building Drawings:** Some drawings of the existing buildings are provided. The existing building drawings are provided for reference only. Neither accuracy nor thoroughness of the reference drawings is guaranteed. Multiple renovations, additions, demolitions of sections, etc. have likely occurred after the date of the provided existing building drawings. Bidders are responsible for visiting the site and building and perform investigations as necessary to gain an understanding of the sizes, building systems and components, layouts, etc. of such.
43. **Liquidated Damages:** Liquidated Damages are \$500.00 per calendar day. See the General Conditions of the Contract and Supplemental General Conditions in the Project Manual for additional information.
44. **Commissioning Support:** The Owner will employ commissioning agents. All Subcontractors will support these efforts and include costs associated with support efforts.
45. **Access to Work Areas:** See the Staging and Logistics plan for access points into the work areas. Entrance / exiting through the building main entrance / exit doors is prohibited (unless in the case of an emergency). Use of the elevator is prohibited.

Bid Package Manual: All Packages
March 10, 2025

Central Piedmont Community College
Wellness Cosmetology Program Renovations

SPECIFIC SUMMARY OF WORK

Bid Package No. 23B – Test and Balance

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 in this Bid Package Manual.
3. Some drawings of the existing building are provided. The existing building drawings are provided for reference only. Neither accuracy nor thoroughness of the reference drawings is guaranteed. Multiple renovations, additions, demolitions of sections, etc. have likely occurred after the date of the provided existing building drawings. Bidders are responsible for visiting the site and building and perform investigations as necessary to gain an understanding of the sizes, building systems and components, layouts, etc. of such.

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 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

Bid Package Manual: All Packages
March 10, 2025

Central Piedmont Community College
Wellness Cosmetology Program Renovations

SPECIFIC SUMMARY OF WORK
Bid Package No. 23B – Test and Balance

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.
15. Test and balance to be complete prior to commissioning and final report issued to the Contractor for verification.
16. Perform preliminary Test & Balance of building before any work begins to document pre-work conditions.

**Bid Package Manual: All Packages
March 10, 2025**

**Central Piedmont Community College
Wellness Cosmetology Program Renovations**

**SPECIFIC SUMMARY OF WORK
Bid Package No. 23B – Test and Balance**

17. Test and balance work is the responsibility of Bid Package 23B, even if notes in the Testing, Adjusting, and Balancing section of M001 indicate that this is the responsibility of Bid Package 23A. Controls Diagnostics Report is the responsibility of 23A.

Central Piedmont Community College
Wellness Cosmetology Program Renovations
DRAWING LIST

Guaranteed Maximum Price
Cost Study
May 30, 2025

Issued by: McMillan Pazdan Smith Architecture

Drawing Number	Description	Latest Revision Date
GENERAL AND LIFE SAFETY		
G001	COVER SHEET	03/10/25
G003	CODE SUMMARY - NC APPENDIX B	03/10/25
G004	UL AND TESTED ASSEMBLIES	03/10/25
G005	UL AND TESTED ASSEMBLIES	03/10/25
G006	UL AND TESTED ASSEMBLIES	03/10/25
G007	COMMODITIES LIST OF CHEMICALS	03/10/25
G110	LEVEL 1 LIFE SAFETY PLAN	04/17/25
G120	LEVEL 2 LIFE SAFETY PLAN	04/17/25
CIVIL		
C100	EXISTING CONDITIONS	03/10/25
C200	DEMOLITION PLAN	03/10/25
C300	SITE PLAN	03/10/25
STRUCTURAL		
S001	STRUCTURAL NOTES	03/10/25
S002	STRUCTURAL NOTES	03/10/25
S003	SPECIAL INSPECTIONS	03/10/25
S110	LEVEL 1 / FOUNDATION PLAN	03/10/25
S120	LEVEL 2 FRAMING PLAN	03/10/25
S130	ROOF FRAMING PLAN	03/10/25
S201	STRUCTURAL FRAMING DETAILS	03/10/25
S710	ALT #01 - ENTRY VESTIBULE	03/10/25
S720	ALT #01 - ENTRY VESTIBULE FRAMING	03/10/25
S731	ALT #01 - STRUCTURAL DETAILS	03/10/25
S732	ALT #01 - STRUCTURAL DETAILS	03/10/25
ARCHITECTURAL		
A001	ABBREVIATION, SYMBOLS AND LEGENDS	03/10/25
A003.1	PARTITION TYPES - METAL STUD	03/10/25
A010	ARCHITECTURAL SITE PLAN	03/10/25
AD031	LEVEL 1 DEMOLITION PLAN	03/10/25
AD032	LEVEL 2 DEMOLITION PLAN	04/08/25
AD033	ROOF DEMOLITION PLAN	03/10/25
AD041	LEVEL 1 DEMOLITION RCP	03/25/25
AD042	LEVEL 2 DEMOLITION RCP	04/17/25
AD050	DEMOLITION ELEVATIONS	03/10/25
AD060	DEMOLITION WALL SECTIONS	03/10/25
AD070	DEMOLITION DETAILS	03/10/25
A111	LEVEL 1 ANNOTATION PLAN	04/24/25

Central Piedmont Community College
Wellness Cosmetology Program Renovations
DRAWING LIST

Guaranteed Maximum Price
Cost Study
May 30, 2025

Issued by: McMillan Pazdan Smith Architecture

Drawing Number	Description	Latest Revision Date
A112	LEVEL 1 DIMENSION PLAN	04/24/25
A115	LEVEL 1 FINISH PLAN	03/10/25
A119	LEVEL 1 FFE PLAN	04/24/25
A121	LEVEL 2 ANNOTATION PLAN	04/24/25
A122	LEVEL 2 DIMENSION PLAN	04/17/25
A125	LEVEL 2 FINISH PLAN	04/17/25
A129	LEVEL 2 FFE PLAN	04/24/25
A130	ROOF OVERALL PLAN	03/10/25
A210	LEVEL 1 OVERALL RCP	04/17/25
A220	LEVEL 2 OVERALL RCP	04/24/25
A300	OVERALL BUILDING ELEVATIONS	04/08/25
A320	OVERALL BUILDING SECTIONS	03/10/25
A330	WALL SECTIONS - COSMETOLOGY	04/08/25
A331	WALL SECTIONS - COSMETOLOGY	04/24/25
A332	WALL SECTIONS - BARBERING	04/24/25
A333	WALL SECTIONS - ESTHETICS/MASSAGE	04/24/25
A334	WALL SECTIONS - WINDOW SILLS	04/08/25
A335	WALL SECTIONS - MISCELLANEOUS	04/08/25
A340	SECTION DETAILS	04/17/25
A341	SECTION DETAILS	04/24/25
A360	PLAN DETAILS	04/08/25
A361	PLAN DETAILS	04/17/25
A362	PLAN DETAILS	04/08/25
A400	ENLARGED PLANS & ELEVATIONS	04/24/25
A401	ENLARGED RECEPTION DESK PLANS & ELEVATIONS	03/10/25
A402	ENLARGED PLANS & ELEVATIONS	04/24/25
A403	ENLARGED PLANS & ELEVATIONS	04/24/25
A404	ENLARGED PLANS & ELEVATIONS	04/24/25
A405	ENLARGED PLANS & ELEVATIONS	03/10/25
A410	ENLARGED PLANS & ELEVATIONS	04/17/25
A411	ENLARGED PLANS & ELEVATIONS	04/24/25
A412	ENLARGED PLANS & ELEVATIONS	04/24/25
A420	ENLARGED RESTROOM PLANS & ELEVATIONS	03/10/25
A450	ENLARGED RCPS	04/17/25
A451	ENLARGED RCPS	03/25/25
A452	ENLARGED RCPS	04/17/25
A610	CEILING DETAILS	04/08/25
A620	CASEWORK / MILLWORK DETAILS	04/17/25

Central Piedmont Community College
Wellness Cosmetology Program Renovations
DRAWING LIST

Guaranteed Maximum Price
Cost Study
May 30, 2025

Issued by: McMillan Pazdan Smith Architecture

Drawing Number	Description	Latest Revision Date
A621	CASEWORK / MILLWORK DETAILS	04/17/25
A622	CASEWORK / MILLWORK DETAILS	04/24/25
A800	DOOR SCHEDULE	04/24/25
A802	DOOR HEAD, JAMB & SILL DETAILS	03/10/25
A811	INTERIOR STOREFRONT ELEVATIONS	04/24/25
A812	WINDOW HEAD, JAMB & SILL DETAILS	03/10/25
A840	FINISH & EQUIPMENT SCHEDULES	04/24/25
A841	FINISH DETAILS	03/10/25
A850	MILLWORK ELEVATIONS	04/24/25
A851	MILLWORK ELEVATIONS	03/25/25
A852	MILLWORK ELEVATIONS	04/24/25
A940	EXISTING CONDITIONS PHOTOS SCO ID 23-26961-01A	03/10/25
AA100	ADD ALT #01 - ENTRY VESTIBULE - PLANS & ELEVATIONS	04/08/25
AA101	ADD ALT #01 - ENTRY VESTIBULE - SECTIONS & DETAILS	03/25/25
AA200	ADD ALT #02 - CEILING TREATMENT	03/10/25
AA201	ADD ALT #02 - WALL SECTIONS	03/10/25
AA300	ADD ALT #03 - TRANSLUCENT WALL SYSTEM	04/08/25
AA301	ADD ALT #03 - TRANSLUCENT WALL SYSTEM DETAILS	04/08/25
AA400	ADD ALT #04 - ACRYLIC SCREENS - PLANS & ELEVATIONS	03/10/25
AA600	ADD ALT #06 - VINYL WALL GRAPHIC ELEVATIONS	04/17/25
FIRE PROTECTION		
FP001	FIRE PROTECTION LEGEND, NOTES, AND DETAILS	03/10/25
FP110	LEVEL 1 OVERALL PLAN - FIRE PROTECTION	03/10/25
FP120	LEVEL 2 OVERALL PLAN - FIRE PROTECTION	04/17/25
PLUMBING		
P001	PLUMBING LEGEND, INDEX, AND NOTES	03/10/25
P002	PLUMBING SCHEDULES	03/10/25
P021	LEVEL 1 OVERALL PLAN - DRAINAGE - DEMO	03/10/25
P022	LEVEL 2 OVERALL PLAN - DRAINAGE - DEMO	04/17/25
P031	LEVEL 1 OVERALL PLAN - SUPPLY - DEMO	04/17/25
P032	LEVEL 2 OVERALL PLAN - SUPPLY - DEMO	04/17/25
P110	LEVEL 1 OVERALL PLAN - DRAINAGE	03/10/25
P120	LEVEL 2 OVERALL PLAN - DRAINAGE	04/17/25
P210	LEVEL 1 OVERALL PLAN - SUPPLY	04/17/25
P220	LEVEL 2 OVERALL PLAN - SUPPLY	04/17/25
P400	LEVEL 1 ENLARGED PLAN - DRAINAGE AND SUPPLY - DEMO	03/10/25
P501	PLUMBING DETAILS	03/10/25

Central Piedmont Community College
Wellness Cosmetology Program Renovations
DRAWING LIST

Guaranteed Maximum Price
Cost Study
May 30, 2025

Issued by: McMillan Pazdan Smith Architecture

Drawing Number	Description	Latest Revision Date
MECHANICAL		
M001	MECHANICAL LEGEND AND NOTES	03/25/25
M002	MECHANICAL SCHEDULES	03/10/25
M003	MECHANICAL SCHEDULES & VENT. CALCS	03/10/25
M004	MECHANICAL SEQUENCE OF OPERATIONS	03/10/25
M005	MECHANICAL POINTS LIST	03/10/25
M021	LEVEL 1 OVERALL PLAN - MECHANICAL - DEMO	03/10/25
M022	LEVEL 2 OVERALL PLAN - MECHANICAL - DEMO	03/10/25
M023	ROOF OVERALL PLAN - MECHANICAL - DEMO	03/10/25
M031	LEVEL 1 OVERALL PLAN - MECHANICAL PIPING - DEMO	03/10/25
M032	LEVEL 2 OVERALL PLAN - MECHANICAL PIPING - DEMO	03/10/25
M110	LEVEL 1 OVERALL PLAN - MECHANICAL	03/10/25
M120	LEVEL 2 OVERALL PLAN - MECHANICAL	04/24/25
M130	ROOF OVERALL PLAN - MECHANICAL	03/10/25
M210	LEVEL 1 OVERALL PLAN - MECHANICAL PIPING	03/10/25
M220	LEVEL 2 OVERALL PLAN - MECHANICAL PIPING	04/17/25
M501	MECHANICAL DETAILS	03/10/25
M502	MECHANICAL DETAILS	03/10/25
M503	MECHANICAL DETAILS	03/10/25
ELECTRICAL		
E001	ELECTRICAL LEGEND AND NOTES	04/17/25
E002	ELECTRICAL SPECIFICATIONS	03/10/25
E021	LEVEL 1 OVERALL PLAN - LIGHTING - DEMO	03/10/25
E022	LEVEL 2 OVERALL PLAN - LIGHTING - DEMO	04/17/25
E031	LEVEL 1 OVERALL PLAN - POWER - DEMO	03/10/25
E032	LEVEL 2 OVERALL PLAN - POWER - DEMO	03/10/25
E041	LEVEL 1 OVERALL PLAN - SYSTEMS - DEMO	03/10/25
E042	LEVEL 2 OVERALL PLAN - SYSTEMS - DEMO	03/10/25
E051	LEVEL 1 OVERALL PLAN - EQUIPMENT CONNECTIONS - DEMO	03/10/25
E052	LEVEL 2 OVERALL PLAN - EQUIPMENT CONNECTIONS - DEMO	03/10/25
E053	ROOF OVERALL PLAN - EQUIPMENT CONNECTIONS - DEMO	03/10/25
E110	LEVEL 1 OVERALL PLAN - LIGHTING	03/10/25
E120	LEVEL 2 OVERALL PLAN - LIGHTING	04/24/25
E210	LEVEL 1 OVERALL PLAN - POWER	04/24/25
E220	LEVEL 2 OVERALL PLAN - POWER	04/24/25
E310	LEVEL 1 OVERALL PLAN - SYSTEMS	04/24/25
E320	LEVEL 2 OVERALL PLAN - SYSTEMS	04/24/25
E330	LEVEL 1 OVERALL PLAN - SYSTEMS	03/10/25

Central Piedmont Community College
Wellness Cosmetology Program Renovations
DRAWING LIST

Guaranteed Maximum Price
Cost Study
May 30, 2025

Issued by: McMillan Pazdan Smith Architecture

Drawing Number	Description	Latest Revision Date
E340	LEVEL 2 OVERALL PLAN - SYSTEMS	03/10/25
E410	LEVEL 1 OVERALL PLAN - EQUIPMENT CONNECTIONS	03/10/25
E420	LEVEL 2 OVERALL PLAN - EQUIPMENT CONNECTIONS	04/17/25
E430	ROOF OVERALL PLAN - EQUIPMENT CONNECTIONS	03/10/25
E601	ELECTRICAL DETAILS - PENETRATIONS	03/10/25
E602	ELECTRICAL DETAILS - LIGHTING	03/10/25
E603	ELECTRICAL DETAILS - POWER	03/10/25
E604	ELECTRICAL DETAILS - SYSTEMS	03/25/25
E701	DEMOLITION POWER RISER DIAGRAM	03/10/25
E702	NEW WORK POWER RISER DIAGRAM	03/10/25
E703	PANEL SCHEDULES - MAIN + MCC + EMERGENCY	03/10/25
E704	PANEL SCHEDULES - EXISTING ELEC 1162	03/10/25
E705	PANEL SCHEDULES - EXISTING ELEC 1203	03/10/25
E706	PANEL SCHEDULES - EXISTING ELEC 2245	04/17/25
E707	PANEL SCHEDULES - EXISTING ELEC 2103 + 2120	03/10/25
E708	PANEL SCHEDULES - NEW ELEC 1220	03/10/25
E709	PANEL SCHEDULES - NEW PRACTICE LABS + BARBERING	04/24/25
E801	MECHANICAL EQUIPMENT CONNECTION	03/10/25
E802	LIGHTING FIXTURE SCHEDULE	03/10/25
E803	LIGHTING FIXTURE SPECIFICATIONS AND NOTES	03/10/25
TELECOMMUNICATIONS		
T001	TECHNOLOGY LEGENDS AND NOTES	04/24/25
T401	ENLARGED TECHNOLOGY PLAN	03/10/25
T402	ENLARGED TECHNOLOGY PLAN	04/24/25
T403	ENLARGED TECHNOLOGY PLAN	04/24/25
T404	ENLARGED TECHNOLOGY PLAN	03/10/25
T405	ENLARGED TECHNOLOGY PLAN	03/10/25
T501	TECHNOLOGY DETAILS	03/10/25
T502	TECHNOLOGY DETAILS	04/24/25
T503	TECHNOLOGY DETAILS	03/10/25
T701	TECHNOLOGY RISER DIAGRAM	03/10/25
TN021	LEVEL 1 OVERALL PLAN - NETWORK - DEMO	03/10/25
TN022	LEVEL 2 OVERALL PLAN - NETWORK - DEMO	03/10/25
TN110	LEVEL 1 OVERALL PLAN - PATHWAYS	03/10/25
TN120	LEVEL 2 OVERALL PLAN - PATHWAYS	03/10/25
TN210	LEVEL 1 OVERALL PLAN - NETWORK	04/24/25
TN220	LEVEL 2 OVERALL PLAN - NETWORK	04/24/25
TY021	LEVEL 1 OVERALL PLAN - SECURITY - DEMO	03/10/25

Central Piedmont Community College
Wellness Cosmetology Program Renovations
DRAWING LIST

Guaranteed Maximum Price
Cost Study
May 30, 2025

Issued by: McMillan Pazdan Smith Architecture

Drawing Number	Description	Latest Revision Date
TY022	LEVEL 2 OVERALL PLAN - SECURITY - DEMO	03/10/25
TY110	LEVEL 1 OVERALL PLAN - SECURITY	03/10/25
TY120	LEVEL 2 OVERALL PLAN - SECURITY	04/17/25
TY210	LEVEL 1 OVERALL PLAN - SECURITY	03/10/25
TY220	LEVEL 2 OVERALL PLAN - SECURITY	03/10/25

Central Piedmont Community College
Wellness Cosmetology Program Renovations
SPECIFICATION LIST

Guaranteed Maximum Price
Cost Study
May 30, 2025

Issued by: McMillan Pazdan Smith Architecture

Specification Number	Description	Latest Revision Date
00 PROCUREMENT AND CONTRACTING REQUIREMENTS		
00 00 00	Bid Set Cover	3/10/25
00 01 00	Table of Contents	3/10/25
00 01 02	Project Information	3/10/25
00 01 03	Project Directory	3/10/25
00 01 07	Seals Page	3/10/25
00 SCO	Standard Form for Construction Manager-at-Risk Projects	3/10/25
00 11 15	Supplementary General Conditions	3/10/25
00 12 00	SCO - Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Documents	3/10/25
01 GENERAL REQUIREMENTS		
01 10 00	Summary	3/10/25
01 20 00	Price And Payment Procedures	3/10/25
01 21 00	Allowances	4/8/25
01 22 00	Unit Prices	4/8/25
01 23 00	Alternates	3/10/25
01 25 00	Substitution Procedures	3/10/25
01 30 00	Administrative Requirements	3/10/25
01 32 16	Construction Progress Schedule	3/10/25
01 40 00	Quality Requirements	3/10/25
01 42 16	Definitions	3/10/25
01 42 19	Reference Standards	3/10/25
01 50 00	Temporary Facilities and Controls	3/10/25
01 60 00	Product Requirements	3/10/25
01 70 00	Execution And Closeout Requirements	3/10/25
01 74 19	Construction Waste Management And Disposal	3/10/25
01 78 00	Closeout Submittals	3/10/25
01 91 13	General Commissioning Requirements	3/10/25
02 EXISTING CONDITIONS		
02 41 00	Demolition	3/10/25
03 CONCRETE		
03 05 16	Underslab Vapor Barrier	3/10/25
03 10 00	Concrete Forming And Accessories	3/10/25
03 20 00	Concrete Reinforcing	3/10/25
03 30 00	Cast-in-Place Concrete	3/10/25
03 35 11	Concrete Floor Finishes	3/10/25
03 54 00	Hydraulic Self-Leveling Cement Over Low Density Fill	3/10/25
04 MASONRY		
04 20 00	Unit Masonry	3/10/25
04 26 13	Masonry Veneer	3/10/25

Central Piedmont Community College
Wellness Cosmetology Program Renovations
SPECIFICATION LIST

Guaranteed Maximum Price
Cost Study
May 30, 2025

Issued by: McMillan Pazdan Smith Architecture

Specification Number	Description	Latest Revision Date
05 METALS		
05 12 00	Structural Steel Framing	3/10/25
05 31 00	Steel Decking	3/10/25
05 40 00	Cold-formed Metal Framing	3/10/25
05 50 00	Metal Fabrications	3/10/25
05 70 00	Decorative Metal	3/10/25
05 75 00	Decorative Formed Metal	3/10/25
06 WOOD, PLASTIC AND COMPOSITES		
06 10 00	Rough Carpentry	3/10/25
06 10 53	Miscellaneous Rough Carpentry	3/10/25
06 20 00	Finish Carpentry	3/10/25
06 41 00	Architectural Wood Casework	4/17/25
07 THERMAL AND MOISTURE PROTECTION		
07 05 43	Cladding Support Systems	3/10/25
07 21 00	Thermal Insulation	3/10/25
07 27 00	Air Barriers	3/10/25
07 42 13	Metal Wall Panels	3/10/25
07 42 33	Plastic Wall Panels	3/10/25
07 54 19	Pvc Thermoplastic Single-Ply Roofing - Carlisle	3/10/25
07 62 00	Sheet Metal Flashing and Trim	3/10/25
07 71 00	Roof Specialties	3/10/25
07 84 00	Firestopping	3/10/25
07 92 00	Joint Sealants	3/10/25
08 OPENINGS		
08 11 13	Hollow Metal Doors and Frames	4/24/25
08 14 16	Flush Wood Doors	4/24/25
08 31 00	Access Doors and Panels	3/10/25
08 33 13	Coiling Counter Doors	3/10/25
08 42 29.23	Sliding Automatic Entrances	3/10/25
08 43 13	Aluminum-framed Storefronts	3/10/25
08 71 00	Door Hardware	4/17/25
08 71 13	Power Door Operators	3/10/25
08 80 00	Glazing	3/10/25
08 83 00	Mirrors	3/10/25
08 91 00	Louvers	4/8/25
09 FINISHES		
09 05 61	Common Work Results for Flooring Preparation	3/10/25
09 21 16	Gypsum Board Assemblies	4/24/25
09 22 16	Non-structural Metal Framing	3/10/25
09 30 00	Tiling	3/10/25
09 51 00	Acoustical Ceilings	3/10/25

Central Piedmont Community College
Wellness Cosmetology Program Renovations
SPECIFICATION LIST

Guaranteed Maximum Price
Cost Study
May 30, 2025

Issued by: McMillan Pazdan Smith Architecture

Specification Number	Description	Latest Revision Date
09 51 11	Acoustical Linear Ceilings	3/10/25
09 54 21	Metal Pan Ceilings	3/10/25
09 54 26	Suspended Wood Baffle Ceilings	3/10/25
09 65 00	Resilient Flooring	3/10/25
09 67 00	Fluid-applied Flooring	3/10/25
09 68 13	Tile Carpeting	3/10/25
09 72 00	Wall Coverings	3/10/25
09 72 18	Digitally Printed Vinyl Wallcovering Murals	3/10/25
09 91 23	Interior Painting	3/10/25
09 93 00	Staining And Transparent Finishing	3/10/25
10	SPECIALTIES	
10 11 00	Visual Display Units	3/10/25
10 21 23	Cubicle Curtains And Track	3/10/25
10 26 00	Wall And Door Protection	4/24/25
10 28 00	Toilet, Bath, And Laundry Accessories	3/10/25
10 44 00	Fire Protection Specialties	3/10/25
10 51 29	Phenolic Lockers	3/10/25
12	FURNISHINGS	
12 24 00	Window Shades	3/10/25
12 32 00	Manufactured Wood Casework <by others per Addendum No. 4>	4/24/25
12 36 00	Countertops	3/10/25
21	FIRE SUPPRESSION	
21 05 00	Fire Protection General	3/10/25
21 13 13	Wet-Pipe Sprinkler Systems	3/10/25
22	PLUMBING	
22 05 00	Plumbing General	3/10/25
22 05 03	Plumbing Pipe, Tube And Fittings	3/10/25
22 05 15	Plumbing Specialties	3/10/25
22 05 23	General-duty Valves For Plumbing Piping	3/10/25
22 05 29	Hangers And Supports For Plumbing Piping and Equipment	3/10/25
22 05 53	Identification For Plumbing Piping and Equipment	3/10/25
22 07 00	Plumbing Insulation	3/10/25
22 08 00	Commissioning of Plumbing Systems	3/10/25
22 30 10	Plumbing Equipment	3/10/25
22 42 00	Plumbing Fixtures	3/10/25
23	HEATING, VENTILATING, AND AIR CONDITIONING	
23 05 00	Common Work Results for HVAC	3/10/25
23 05 13	Common Motor Requirements for HVAC Equipment	3/10/25
23 05 16	Expansion Fittings and Loops for HVAC Piping	3/10/25
23 05 19	Meters And Gages for HVAC Equipment	3/10/25
23 05 23	General Duty Valves for HVAC Piping	3/10/25

Central Piedmont Community College
Wellness Cosmetology Program Renovations
SPECIFICATION LIST

Guaranteed Maximum Price
Cost Study
May 30, 2025

Issued by: McMillan Pazdan Smith Architecture

Specification Number	Description	Latest Revision Date
23 05 29	Hangers And Supports for HVAC Piping and Equipment	3/10/25
23 05 48	Vibration And Seismic Controls for HVAC Piping	3/10/25
23 05 53	Identification For HVAC Piping and Equipment	3/10/25
23 05 93	Testing, Adjusting, and Balancing for HVAC	3/10/25
23 07 00	HVAC Insulation	3/10/25
23 08 00	Commissioning of Mechanical Systems	3/10/25
23 09 00	Building Automation System	3/10/25
23 21 13	Hydronic Piping	3/10/25
23 23 00	Refrigerant Piping	3/10/25
23 25 00	Water Treatment	3/10/25
23 31 13	Metal Ducts	3/10/25
23 33 00	Air Duct Accessories	3/10/25
23 34 23	Hvac Power Ventilators	3/10/25
23 36 00	Air Terminal Units	3/10/25
23 37 13	Diffusers, Registers, and Grilles	3/10/25
23 37 23	Hvac Gravity Ventilators	3/10/25
23 73 13	Packaged DOAS Units	3/10/25
23 82 19	Fan Coil Units	3/10/25
26	ELECTRICAL	
26 05 00	Common Work Results for Electrical	3/10/25
26 05 19	Low-voltage Electrical Power Conductors and Cables	3/10/25
26 05 26	Grounding and Bonding for Electrical Systems	3/10/25
26 05 29	Hangers and Supports for Electrical Systems	3/10/25
26 05 33	Raceway and Boxes for Electrical Systems	3/10/25
26 05 43	Underground Ducts and Raceways for Electrical Systems	3/10/25
26 05 48	Vibration and Seismic Controls For Electrical Systems	3/10/25
26 05 53	Identification for Electrical Systems	3/10/25
26 08 00	Commissioning of Electrical Systems	3/10/25
26 09 23	Lighting Control Devices	3/10/25
26 22 00	Low-Voltage Transformer	3/10/25
26 24 16	Panelboards	3/10/25
26 27 26	Wiring Devices	3/10/25
26 28 13	Fuses	3/10/25
26 28 16	Enclosed Switches and Circuit Breakers	3/10/25
26 43 13	Transient-Voltage Suppression for Low-Voltage Electrical Power Circuits	3/10/25
26 51 19	Led Interior Lighting	3/10/25
26 52 19	Emergency and Exit Lighting	3/10/25
26 56 19	Led Exterior Lighting	3/10/25
27	TELECOMMUNICATIONS	
27 00 00	Basic Telecommunications Requirements	3/10/25
27 05 26	Grounding And Bonding for Communications System	3/10/25

Central Piedmont Community College
Wellness Cosmetology Program Renovations
SPECIFICATION LIST

Guaranteed Maximum Price
Cost Study
May 30, 2025

Issued by: McMillan Pazdan Smith Architecture

Specification Number	Description	Latest Revision Date
27 05 53	Identification for Communications Systems	3/10/25
27 11 16	Communications Racks, Frames, and Enclosures	3/10/25
27 13 23	Communications Optical Fiber Backbone Cabling	3/10/25
27 15 13	Communications Copper Horizontal Cabling	3/10/25
28	ELECTRONIC SAFETY AND SECURITY	
28 05 28	Pathways For Electronic Safety And Security	3/10/25
28 15 00	Access Control System Requirements	3/10/25
28 20 00	Video Surveillance System Requirements	3/10/25
28 31 11	Addressable Fire Alarm System	3/10/25
31	EARTHWORK	
31 10 00	Site Clearing	3/10/25
31 20 00	Earth Moving	3/10/25
32 13 13	Concrete Paving	3/10/25
32 13 73	Concrete Paving Joint Sealants	3/10/25
32	APPENDIX	
	SCO MB Participation Forms	3/10/25
	OTHER	
	Addendum No. 1	03/25/25
	Addendum No. 2	04/08/25
	Addendum No. 3	04/17/25
	Addendum No. 4	04/17/25
	Prebid Requests for Information Log	04/17/25
	Limited Asbestos Assessment Report, Central Piedmont Community College – Harris Campus, Harris 1 Building 3210 CPCC Harris Campus Drive, Charlotte, North Carolina, S&ME Project No. 23350622	10/23/23
	Limited HBMA – Lead in Paint Transmittal Letter, Central Piedmont Community College- Harris Campus, Harris 1 Building – 3210 CPCC Harris Campus Drive, Charlotte, Mecklenburg County, North Carolina, S&ME Proposal No. 23350622	10/23/23
	Limited Asbestos Assessment, Central Piedmont Community College – Harris Campus, Harris 1 Building Food Lab Area, 3210 CPCC Harris Campus Drive, Charlotte, North Carolina, S&ME Project No. 23350622	12/12/24
	Limited Lead in Paint Testing Assessment Transmittal Letter, Central Piedmont Community College - Harris Campus, Harris 1 Building – 3210 CPCC Harris Campus Drive, Charlotte, Mecklenburg County, North Carolina, S&ME Proposal No. 23350622	12/13/24



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>(A) XXXXXXXX Real Property Contractor</p> <p>Rodgers Leeper X</p> <p>Address 5701 N. Sharon Amity Road</p> <p>City State Zip Code Charlotte NC 28215</p>	<p>(B) XXXXXXXXXX Real Property Contractor (General Contractor or Subcontractor) <small>Hired to perform capital improvement</small></p> <p>National TAB</p> <p>Address 1329 East Kenper Road, Suite 4210</p> <p>City State Zip Code Cincinnati NC 45246</p>
---	--

Describe capital improvement to be performed: (Description of work)
 The project includes a renovation of approximately 27,605 SQFT of the existing Central Piedmont Community College Harris I Building to house Cosmetology, Massage Therapy, Esthetics, Nails, Natural Hair, and Barbering programs.

Project Name
CPCC Wellness Cosmetology Program

Project Address (where the work is to be performed) **City** **State** **Zip Code**
3210 CPCC Harris Campus Drive **Charlotte** **NC** **28208**

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: Drew Robinson Title: OIC Date: 7/22/2025

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

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

Do Not Complete

Signature of Authorized Person: _____ Title: _____ Date: _____



Affidavit of Capital Improvement Instructions

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.

July 22, 2025

Attachment "I" to Contract No. SDI0128090
Dated July 22, 2025

National TAB
Attn: Stephan Gabbert
1329 East Kenper Road, Suite 4210
Cincinnati, OH 45246

Service of Project Statement:
Via DocuSign

RE: Contractor's Project Statement

Rodgers Leeper X (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: CPCC Wellness Cosmetology Program Renovation
2. The physical address of the project: 3210 CPCC Harris Campus Drive. Charlotte, NC 28208
3. The name of the contracting body (project owner): Trustees of Central Piedmont Community College
4. The name of the contractor: Rodgers Leeper X
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 Leeper X, Attn.: Eric Reichard, CEO
5701 N. Sharon Amity Road, Charlotte, NC 28215
Post Office Box 18446, Charlotte, NC 28218

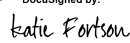
6. The name and address of the principal place of business of the surety issuing the payment bond required by G.S. 44A-26(a) for the construction contract.

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,

DocuSigned by:

255C4E705B98849F
Katie Fortson
Project Manager

Acknowledgement of Receipt

Signed by:
 President
B15D2FA883A8446
Signature, Title (Authorized Company Representative)
Date: 7/23/2025 | 2:44 PM EDT

CONTRACT CHECKLIST

To: **Katie Fortson, Drew Robinson**

Date: **7/22/2025**

Project Assistant Reviewed: KJ

Project Name: **CPC Harris Wellness Program Renovation**

Project Number: **28090**

Subcontractor/Vendor: **National TAB**

Date Received: **9/8/2025**

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:

Obligor information is correct.

Project name is referenced and accurate.

Contract date is accurate.

There is no time restriction/expiration.

Bonding Rating is N/A and A.M. Best information is attached.

Enrolled in SDI

The subcontract amount is the amount listed on the bonds.

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 Drew Robinson 9/8/2025 | 4:26 PM EDT
4C383CE4EC164AC...

CM

PM Katie Fortson 9/8/2025 | 3:41 PM EDT
255C4F70B8984BF...

APM

RM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2025

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

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

PRODUCER John J. & Thomas R. Schiff & Co., Inc. P.O. Box 145496 Cincinnati OH 45250-5496	CONTACT NAME: Chris Coffaro PHONE (A/C. No. Ext): 513-870-2580 E-MAIL ADDRESS: chris_coffaro@schiffinsurance.com		FAX (A/C. No): 513-870-2063
	INSURER(S) AFFORDING COVERAGE		
INSURED National Tab LLC dba National TAB Intelligence 1329 E. Kemper Road Cincinnati OH 45246	INSURER A : Cincinnati Insurance Co.		NAIC # 10677
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1974019559

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ECP 0387138	6/1/2025	6/1/2028	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ECP 0387138	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	ECP 0387138	6/1/2025	6/1/2028	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Ohio Employers Liability Leased/Rented Equipment			ECP 0387138	6/1/2025	6/1/2028	Each Accident Limit \$ 1,000,000 \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project No: 28090
 Project: CPCC Wellness Cosmetology Program Renovation
 Address: 3210 CPCC Harris Campus Dr - Charlotte, NC 28208

Rodgers Leeper X, Owner and Architects shall be named as additional insured with respect to Auto, Excess/Umbrella and General Liability using ISO Additional Insured Endorsement CG 20 10 (11/85) or current combination of CG 20 10 (10/01) CG 20 37 (10/01) or an endorsement providing equivalent coverage. Excess/Umbrella shall be Follow Form. All insurance required shall be primary and noncontributory to any other insurance. Waiver of subrogation for Workers Compensation and any other insurance listed herein shall apply in favor of Rodgers Leeper X, Owner and Architects. All said policies will not be cancelled, allowed to expire, or limits be reduced, until at least thirty (30) days proper written notice has been given to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

Rodgers Leeper X Post Office Box 18446 (28218) 5701 North Sharon Amity Road Charlotte NC 28215	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
 2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**
- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
 2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/07/2025

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

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

PRODUCER Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	CONTACT NAME: Justworks Customer Success PHONE (A/C, No, Ext): (888) 534-1711 E-MAIL ADDRESS: support@justworks.com FAX (A/C, No):													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Zurich Insurance Company	40142	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : American Zurich Insurance Company	40142													
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Justworks Employment Group LLC Labor Contractor, for co-employees of: National TAB, LLC dba: National TAB Intelligence PO Box 7119 Church Street Station New York, NY 10008-7119														

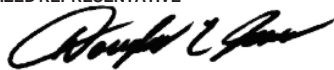
COVERAGES **CERTIFICATE NUMBER:** 25NY0171190323 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	WC 42-03-605-02	06/01/2025	06/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period:	06/01/2025	06/01/2026	Client# 141147-CA

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to: Endorsements: Waiver of Subrogation	National TAB, LLC dba: National TAB Intelligence No Fixed Address Sacramento, CA 95814	Job Name: CPCC Wellness Cosmetology Job Number: 28090 / SDI0128090 Job Location: 3210 CPCC West Campus Dr. Charlotte, NC 28208 Job Duties: HVAC - Testing, Adjusting, Balancing # of employees: 2 Start Date: 04/01/2026 Waiver effective through policy term.
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CERTIFICATE HOLDER Rodgers Leeper X Post Office Box 18446 (28218) 5701 North Sharon Amity Road Charlotte, NC 28215	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

IN FAVOR OF:

Rodgers Leeper X
Post Office Box 18446 (28218)
5701 North Sharon Amity Road
Charlotte, NC 28215

WORK PERFORMED BY CO-EMPLOYEES OF:

National TAB, LLC dba: National TAB Intelligence
No Fixed Address
Sacramento, CA 95814

ON THE FOLLOWING PROJECT:

Job Name: CPCC Wellness Cosmetology
Job Number: 28090 / SDI0128090
Job Location: 3210 CPCC West Campus Dr. Charlotte, NC 28208
Job Duties: HVAC - Testing, Adjusting, Balancing
of employees: 2

FEE FOR THIS WAIVER IS:

5% of manual premium charge subject to \$100.00 minimum premium and a 2% blanket charge

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 09/08/2025

Policy No: WC 42-03-605-02

Endorsement No:

Insured: Justworks Employment Group LLC Labor Contractor, for co-employees of: National

Premium: \$

Insurance Company: American Zurich Insurance Company

Countersigned By:



Authorized Representative

Certificate Of Completion

Envelope Id: 84593570-3BFF-4E16-A2EA-7CBCE1BE3E83

Status: Completed

Subject: 28090 CPCC Wellness Cosmetology Program Renovation National TAB- Contract Agreement

Source Envelope:

Document Pages: 64

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 6

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@rodgersbuilders.com

IP Address: 170.85.56.114

Record Tracking

Status: Original

Holder: Kendra Jackson

Location: DocuSign

7/22/2025 | 03:53 PM

kjackson@rodgersbuilders.com

Signer Events

Signature

Timestamp

Joe Hertenstein

Signed by:

Sent: 7/22/2025 | 03:56 PM

Joe@nationaltab.com

Resent: 7/23/2025 | 02:19 PM

President

National TAB

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 66.117.242.98

Viewed: 7/23/2025 | 02:38 PM

Signed: 7/23/2025 | 02:44 PM

Electronic Record and Signature Disclosure:

Accepted: 7/23/2025 | 02:38 PM

ID: e2821f7c-ae5b-4204-aefa-63ddb880d949

Kendra Jackson

Initial

Sent: 7/23/2025 | 02:44 PM

kjackson@rodgersbuilders.com

Viewed: 9/8/2025 | 01:15 PM

Rodgers Builders Inc.

Signed: 9/8/2025 | 01:18 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address:

2603:6080:3303:12af:9d1f:3301:b22:73a

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Will Satterfield

DS

Sent: 9/8/2025 | 01:18 PM

wsatterfield@rodgersbuilders.com

Viewed: 9/8/2025 | 03:38 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 104.129.207.23

Signed: 9/8/2025 | 03:38 PM

Electronic Record and Signature Disclosure:

Accepted: 9/8/2025 | 03:38 PM

ID: b3dc0ee4-3b74-4d9d-8f93-1d46f702a048

Katie Fortson

DocuSigned by:

Sent: 9/8/2025 | 03:39 PM

kfortson@rodgersbuilders.com

Viewed: 9/8/2025 | 03:41 PM

Project manager

Signed: 9/8/2025 | 03:41 PM


Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 2600:387:f:671b::1

Electronic Record and Signature Disclosure:

Accepted: 2/8/2023 | 11:52 AM

ID: 74413dc7-fcf8-4763-bcbb-8d53fbb06cb6

Signer Events	Signature	Timestamp
Drew Robinson drobenson@roddersbuilders.com VP, Construction Operations Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: <i>Drew Robinson</i> 4C383CE4EC154AC...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 104.129.206.203</p>	Sent: 9/8/2025 03:41 PM Viewed: 9/8/2025 04:25 PM Signed: 9/8/2025 04:26 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/5/2019 | 04:55 PM
 ID: badce9f5-8567-41b5-961f-52b167bbe809

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/22/2025 03:56 PM
Envelope Updated	Security Checked	7/23/2025 02:19 PM
Envelope Updated	Security Checked	7/23/2025 02:19 PM
Envelope Updated	Security Checked	7/23/2025 02:19 PM
Certified Delivered	Security Checked	9/8/2025 04:25 PM
Signing Complete	Security Checked	9/8/2025 04:26 PM
Completed	Security Checked	9/8/2025 04:26 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.:

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