North Carolina Community College Capital Improvement Projects.

Managing Community College projects in the SCO Interscope System.

Establishing a Project/Close Out
Index
<table>
<thead>
<tr>
<th>Section</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCCCS/SCO Interscope Overview – Capturing a minor/informal Non-State funded Project</td>
<td>4 - 9</td>
</tr>
<tr>
<td>NCCCS - Adding a Non-State funded Project &lt;= $500,000.00</td>
<td>10 - 21</td>
</tr>
<tr>
<td>NCCCS - Adding a Designer or Engineer</td>
<td>22 - 30</td>
</tr>
<tr>
<td>NCCCS - Adding a Package</td>
<td>31 - 34</td>
</tr>
<tr>
<td>NCCCS - Adding a Construction Contract and Subcontractor</td>
<td>35 - 50</td>
</tr>
<tr>
<td>NCCS – Adding Expenditures (Design, Construction and Other Expenditures)</td>
<td>51 - 70</td>
</tr>
<tr>
<td>NCCCS – Construction Administration – Monthly Progress reports</td>
<td>71 - 79</td>
</tr>
<tr>
<td>NCCCS – Closing out a project</td>
<td>80 - 101</td>
</tr>
<tr>
<td>NCCCS – Questions/comments/Concerns/Contact Information</td>
<td>102 - 103</td>
</tr>
<tr>
<td>NCCCS – Reporting/Forms</td>
<td>104 - 124</td>
</tr>
<tr>
<td>References</td>
<td>125 - 126</td>
</tr>
</tbody>
</table>
Do you have a user logon and password to logon to the Interscope System?

If not, it’s easy. Go to this url...
https://www.interscope.nc.gov/Interscope/Logon.aspx
and select the form for community colleges, fill out the form and then click on “Contact Administrator” attaching form to the email and send. You should have a username and password within the next 24 hours.

There is an Interscope training system available to help you become better acquainted with the system. The “TRAIN” system allows you to assign project funds and work with multiple types of informal projects in depth. The “TRAIN” system is for you to test out features, radio buttons and familiarize yourself with this Multi-TAB system. Go to this url...
https://www.interscope.nc.gov/Interscope\textunderscore train/Logon.aspx
(“train” is the only word added to the LIVE systems url.)
Establishing a Project in the Interscope System

Major project >$500,000 or a Minor project <=$500,000 with one state dollar, requires a NCCCS 3-1 form.

Needed: NCCCS 3-1 Form, approved by the following –
• President
• BOT
• NCCCS State Board

Once your project receives all documentation and proper approvals the Capital NCCCS Finance and Planning Team will set up the colleges Authorization, Program and Project.

If your college has a capital improvement project >$30,000 but less, then $500,000 composed of all non-state funds, your project is not required to send in a NCCCS 3-1 form. The college is required to add the minor project, under the HUB Participation Program within the Interscope System to meet all HUB Capital Improvement reporting requirements.
Navigating through the Interscope System

- Please take the time to familiarize yourself with the “ribbon-bar” located at the top of the page. A good place to start is by clicking on the “HOME” page.

- Move the cursor over each “Radio button” and hold over “Programs” a menu drop down appears giving you multiple choices.
Authorization: Approval by the relevant State governing body(ies) (legislature, OSBM, NCCCS State Board, UNC Board of Governors.) It includes title, description/scope, amount, funding type (general fund, non-general fund, state debt, non-state debt, R&R, R&R debt), budget code, item, center, and date.

Program: A collection of one or more funding sources for a single project. The program serves as a “bucket” for funds from different authorizations that can then be assigned to projects as needed.
Project: A project is typically any work requiring a design and construction contract and may involve construction or renovation of a single building or repairs and renovations. Project IDs are generated and assigned by the system. Projects must be created in the Program from which they will be funded. NCCCS Project Numbers are entered in the field labeled “Agency Project Code.”

Designer: A designer is one who creates and often executes plans for a capital improvement project or structure and oversees the construction of buildings and in some cases supervises.
Package: A “process container” for a construction project within the Interscope system which provides a place to record detailed information captured during design review, bidding, award, and the construction administration phases of a construction project.

Construction Contract: Is a legally binding agreement between the owner and contractor based on work, price and conditions recorded in document form.
Establishing a Capital Improvement Project in the Interscope System.

If the college prepares and emails a NCCCS 3-1 form to the System office for consideration to go before the State Board for approval, then the System Office will set-up the colleges project in the Interscope System. If the project is \(<=\$500,000\) composed of all non-state funds, the college will setup their minor project in the SCO Interscope System under the Program labeled “HUB Participation Only.”

**NOTE:** Keep in mind the Interscope System will alert you to actions that must be performed to complete action steps.

Let’s get started adding a project.

Minor/Informal project \(<=\$500,000\) composed of all non-state funds.
Go to the “Ribbon,” hover over the Program, a drop-down menu will appear.

Example below; Clicking on “Program,” the drop-down menu gives you six choices to choose from, allowing you quick access to other files. Click on “Program.”
Click on “SELECT” once you have located the Program Name labeled “HUB Participation – Only.”

Click on “Projects” tab.
Click on “Add Project.”
Enter and check the following:

**Project Title:**
Technology Building 1 and 2, Roof Renovation

**Description:** Remove old roofing material, inspect, repair and replace old wood decking and trusses.

Remove old roofing material, inspect, repair and replace old wood decking and trusses.

**Agency Project Code:**
HUB-01

( Agency Project Code is where you would locate the NCCCS Project No. if this were a state funded project or a major/formal project.)
Click on the Radio Button labeled “Action” drop-down menu appears, click on “Save.”

*Attention:*
- The special project designation cannot be changed once selected and saved.
- A designer cannot be added if the “HUB Only” box is checked. The entire entry/project will need to be deleted if you miss this step and re-entered.

**Fund Source:** There are six (6) different sources of funds defined:
- **General Fund:** Appropiated funds
- **Non-General Fund:** Receipts, grants, gifts, cash, County appropriated funds, etc.
- **State Debt:** State Bonds, COPS, or Special Indebtedness.
- **Non-State Debt:** Bonds issued by Institutions, county, or self-liquidating funds.
- **R&R:** Funding for R&R from appropriations.
- **R&R Debt:** Funding for R&R from State Debt, such as Special Indebtedness or COPS.

---

**Project information – Advanced section** (right side of screen)
- **Project Type:** Check “Non-Code-Item Project.”
- **Special Project Designation:** “Uncheck” HUB Only (You only uncheck this box when using a Designer.)
- **Estimated Project Completion:** 01/14/2020
- **Funding Source:** Select funding source: A drop down menu will appear, click on “Non-State Debt.”
- **Fiscal Year Funded:** 2019-2020

---

**NOTE:**
- For projects <$300,000, with no designer, check the “HUB Only” box.
- For projects >$300,000 and <$500,000, uncheck the “HUB Only” box.
When is an architect required on projects.
https://www.ncleg.net/EnactedLegislation/Statutes/HTML/BySection/Chapter_133/GS_133-1.1.html

The System Office will enter all projects that have one state dollar or more and/or than >$500,000.
Notification appears upon save – Asking you to confirm your project designation, click “Ok.”
A notification shows at the top of the screen upon save “Project added successfully.”

Next - Click on “Project Type.”
Click on “Institution and Cost.”
Enter your Estimated Costs:

Fill in the “Institution and Cost” by adding Designers Fee, Construction cost and Construction Contingency, etc.

The college may click on the “Oversight Request” and check the box provided if the college would prefer to have “SCO Advisory Oversight.”

NOTE: There are colleges which use the NCCCS 3-1 form for minor/major/HUB Participation projects that makes it easier for data entry.
Check this box; if your college would prefer to have SCO Advisory Oversight Requested and enter “as if” cost of project.
Click on the Radio Button labeled “Action” drop-down menu appears, click on “Action” and “Save.”

Notification appears at the top upon save, “Project update successful.”

Project Type is now updated as a C1: CC Project, = $500K.
Adding a Designer or Engineer

- Architect/Designer or Engineer is responsible for drawing up the detailed plans for a structure and developing final construction plans to include electrical and HVAC (Heating, Ventilation, and Air Conditioning) systems. They may also provide designs for landscape requirements, plumbing, and communication systems.
Adding Contract: Click on the “Contracts” tab.
Click on “Add Design Contract.”
Name: Enter the Designer name or a portion of work being performed such as “roof.”

Click on Designer the college hired. Example: LS3P Wilmington/In IPS? Y.

Click on “Search” and a list of Designers appear.

Note: For projects that have full SCO oversight, SCO will enter the design contract.

Note: Contact the Design Contracts Coordinator at the State Construction Office, this person vets and enters the designers in Interscope.
The Designer is pulled into the New Design Contract screen and a notification shows “Contract mode is: Standard Contract,” this is the language the system defaults to when in set-up mode for a New Designer.
New Design Contract:

**Contract Type:** Letter agreement (General Use)

**Contract Status:** Creating (Dates fields open)

**Dates:** Fill-in dates
**Selection:** 01/03/2020

**RFP Letter:** 11/10/2020 – Upon entry contract status changes automatically to RFP.

**Agreement:** 01/04/2020 – Upon entry contract status changes automatically to Created – Not Signed.

**Signed by Designer:** 01/05/2020

**Signed by Agency:** 01/08/2020 – Upon entry contract status changes automatically to Active.

Verify “Designer” listed is correct, if not click on “Change Designer.”
Financial Worksheet Summary:

REMEMBER:
This is a HUB Participation Only project. Where the college records all capital improvement HUB participation projects (non-state funded) <=$500,000 per G.S. 143-131 to the Department of Administration/SCO Interscope System.

There are no assigned funds to this type of project, under this PROGRAM.

All minor/informal projects which are composed of all non-state funding will not have funds assigned.
Contract Status should show “Active.” If not;

- Click on the arrow (drop down menu appears) in the field box to the right of the Contract Status, click on “Active.”

Click the Radio Button “Action,” “Save.”

Notification shows Contract Status changed to RFP.
Upon save, the system automatically updates the Contract Status to “Active” and creates a project package.
Package: A “process container” for a construction project within the Interscope system which provides a place to record detailed information captured during design review, bidding, award, and the construction administration phases of a construction project.
Click on “Packages” tab.

Click on package SCO ID#
Enter in Package A –
Type: Roofing
Status: Under Design
County: Wake
Description: System automatically populates. If not, add description.

Project Delivery Method: Drop-down menu, select “Single Prime.”

Click the Radio Button “Action,” “Save.”
Notification now shows “Package updated successfully.”
Construction Contract

Capital Improvement Project Lifecycle
Click on the “Construction Contracts” tab.
Click on “New Construction Contract”
Name: Enter the Contractor name or a portion of work being performed such as “roof.”

Click on “Search” and a list of Contractors appear.

Click on Contractor the college hired. Example: BAKER ROOFING COMPANY/IPS.

Note:
- If the vendor cannot be found in the Interscope database, click on “Not Found – Submit Request.”
- Vendor must be registered in the NC IPS System for the Interscope Administrator to pull designer into the Interscope System.
Verify information is correct under each section, writing in additional information for documentation purposes if applicable.

**Award Details:** Fill-in dates

**Approval For Bid:** 11/22/2019

**Actual Bid:** 11/24/2019

**Awarded:** 01/02/2020

**Contract Dates:**

**Contract Date:** 01/02/2020 – Upon entry Contract Status changes automatically to “Valid Contract.” (Hold off on action/save)

Contracts Approved by Agency: 01/02/2020

Contracts Approved by Atty Genl: N/A with this project.

**Projected Completion:** N/A 01/28/2020

**Construction Start (NTP):** 01/05/2020

**Contract Amounts:**

**Original:** $413,250.00

**Days:** 23
If you performed action/save after entering your Contract Date, you will need to change your Contract Status to “Creating” to open the fields boxes under “Contract Amounts,” located at the lower right-hand corner of your screen. Enter the Original amount of the contract and days that it will take to complete the work in the two open field boxes.

Click the Radio Button “Action,” “Save.”
Click on “HUB Good-Faith Efforts” tab.

Historically Underutilized Businesses (HUB)
§ 143-131. When counties, cities, towns and other subdivisions may let contracts on informal bids.

(a) All contracts for construction or repair work or for the purchase of apparatus, supplies, materials, or equipment, involving the expenditure of public money in the amount of thirty thousand dollars ($30,000) or more, but less than the limits prescribed in G.S. 143-129, made by any officer, department, board, local school administrative unit, or commission of any county, city, town, or other subdivision of this State shall be made after informal bids have been secured. All such contracts shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract. It shall be the duty of any officer, department, board, local school administrative unit, or commission entering into such contract to keep a record of all bids submitted, and such record shall not be subject to public inspection until the contract has been awarded.

(b) All public entities shall solicit minority participation in contracts for the erection, construction, alteration or repair of any building awarded pursuant to this section. The public entity shall maintain a record of contractors solicited and shall document efforts to recruit minority business participation in those contracts. Nothing in this section shall be construed to require formal advertisement of bids. All data, including the type of project, total dollar value of the project, dollar value of minority business participation on each project, and documentation of efforts to recruit minority participation shall be reported to the Department of Administration, Office for Historically Underutilized Business, upon the completion of the project.
For this project we will be using AFFIDAVIT A – Listing of Good Faith Efforts. (AFFIDAVIT A, B, C & D forms are located under the Example forms at the back of this presentation.

Construction Contractor’s Good-Faith Effort Affidavit.

(Click off the following)
✓ Contacted minority businesses.
✓ Made the Construction plans, specifications and requirements available.
✓ Attended pre-bid meetings scheduled by the public owner.
✓ Provided quick pay agreements and policies.

Enter DATE: 11/04/2019

Click the Radio Button “Action,” “Save.”

G.S. 143-128 / Historically Underutilized Minority Businesses (HUB)
• Forms can be found on Pages 117 through 119.
Construction Contractor's Good-Faith Efforts checked Responsive.

Upon “save,” Notification shows Affidavit and Good Faith Efforts updated successfully.
Click on "Add Subcontractor"
Enter the following:
Name: Drain

Select East Coast Drainage System, HUB Type - F (Certified.)

Click on "Search."

Select the vendor whose HUB status is populated under the "HUB Type." Verify correct HUB vendor and click select.

Note:
• If the vendor cannot be found in the Interscope database, click on "Not Found – Submit Request."
• Vendor must be registered in the NC IPS System for the Interscope Administrator to pull designer into the Interscope System.
Click the Radio Button “Action,” “Save.”

Enter the following:
CSI Division: Drop down box, “Select” 07D – Flashing and Sealant.

Upon save, the Contractor, HUB Type and HUB Certified automatically populates and data fields open.
Entering the following:
Work: Roof Repair
Awarded: 200,000.00
Current Contract: 200,000.00

Click the Radio Button "Action," "Save."

Upon save, the Contractor: Add "Field Box" opens.

Click on the Add "Field Box"
Enter the number "1," click on the "+" sign

Click the Radio Button "Action," "Save."

Note: The awarded amount can be found on the Identification of the HUB Form located on the original contract.
Once saved, you can then click on the Payments to Date “$0.00” field box, which will then open additional fields.

Enter the following in the Payment to Date field boxes:
- Payment Date: 01/09/2020
- Payment Amount: 200,000.00
- Contractor Pay App Number: 200,000.00
- Final Payment: Click inside the box to add “check.”

The AIA (Payment Application packet) includes an Appendix E “MBE Documentation for Construction Payments.” Example of an Appendix E form can be found on page 119.

Click the Radio Button “Action,” “Save” and then click on “Close” to exist screen.
Recap: Prior to adding the HUB Subcontractor there was no recordable HUB participation.

HIGHLIGHT:
- The HUB reports ran, pull from these fields, which drive the HUB quarterly reporting.
- Colleges must still log on quarterly to the Interscope System and report that there is no HUB data to report for the quarter, if the college had no entries for an active project.

Review the HUB Participation Summary to see HUB % recorded after entering HUB contractor.
Design, Construction and Other Expenditures.

Entering Invoices and payment amounts?
Entering Design Expenditures
Click on the “Project #:” file tab.

Click on the Financial “Expenditures - Design” tab.
Click on “Add New Row.”

**Note:** If you do not have this feature to “Add New Row” go back to the Design (detail) tab and verify the Design status is showing Active.
Commitment: #1 – LS3P Associates LTD.
Enter the following:

**Invoice:** 123  
**Date:** 01/07/2020  
**Amount:** 15,000.00  
**Agency Funding Code:** County Appr.

Upon "save," Notification shows Expenditures Saved Successfully.
Click on “Add New Row.”

Commitment:#1 – LS3P Associates LTD. Add final invoice/Enter the following:

**Invoice:** 124  
**Date:** 01/20/2020  
**Amount:** 23,000.00  
**Agency Funding Code:** County Appr.


Click the Radio Button “Save.”
This is an example of how you would enter a Design amendment to your project if you had one. In this exercise we will not be adding a Design Amendment.

Click on “Amendments.”

Click on “Add Amendment.”

More details on how to Add a Designer Amendment can be located under the “?Help,” user Training Modules labeled “Design Amendments.”
Click on the “Expenditures – Construction” tab.
Click on “Add New Row.”
There are five invoices to enter. Add five rows by clicking on “Add New Row” five times.

Note:
- It is very important to ensure the dates on your contract and design tabs are correct.
- Invoice dates must occur after a contract date or the system will generate an error message and will not allow you enter the invoice data. If this occurs, click on the radio button in the lower right-hand corner to “Report a Problem.”
Fill-in the data open data fields:

- Invoice number
- Date
- Amount
- Agency Funding Code

Click the Radio Button “Save.”
Upon save, notification shows “Expenditures Saved successfully.”
This is an example of how you would enter a Change Order to your project if you had one. In this exercise we will NOT be adding a Design Amendment.

More details on how to Add a Change Orders are located under the “?Help,” user Training Modules labeled “Change Orders.”

NOTE: Package and Construction Contract Project Status need to be showing “under construction” or Change orders cannot be added.
Entering Other Expenditures

Click on the Financial “Expenditures - Other” tab

Note: Other expenditures would be other owner related costs that would appropriately be charged to the project such as advertising, permits, designer reimbursables, soils exploration, etc.
Click on the Add "Field Box" Enter number “1,” click on the “+” sign.

Clicking on the “+” sign unlocks the Data fields.
“Vendor” is a manual entry box field, when data box shows. Required.

“Check” HUB? Manual Vendor entry disappears and now the Field Box becomes a “Search” for vendor box.
In this exercise, “Check” HUB?

Click on “Search” opens the Vendor Search Box.

Enter the following:
Commitment: 1
Purpose: Roof

Clicking on the “Search” opens the Vendor Search Box.

Vendor Search / NAME: Enter “Waterproofing Roof” in the field box and then click on “Search.”
Clicking on Search brings up any vendors who have “roof” linked to their title/application for entry into the system. Use the scroll bar to the right to view all the vendors.

Click on “Select,” M.R. Waterproofing, HUB Type - H (Certified.)
Enter the following:
Commitment Amt.: $23,750.00
Click on “Add Invoice.”

Clicking on “Add Invoice” opens the invoice field boxes.

Enter the following:
Invoice #: 1212
Invoice Date: 01/10/2020
Invoice Amt.: 23,750.00
Agency Funding Code: County Appr.

Click on “Save”
Notification now shows Commitment(s) and Expenditures Saved successfully
Project Progress –
• Monthly Conference Meetings
• Percent of Project Complete
Click on the “Monthly Progress” tab to enter meeting notes and project percent complete.

Construction Administration is updated by the CPC for all minor/Informal Projects.
Click on “New Report.”
New Progress Report fields open.

NOTE: As reports are added throughout the project timeline/schedule, you will be able to scroll through all weekly/monthly Comments that you have documented under the “Monthly Progress” report tab.
Enter the following:

**Conference Date:** 01/27/2020  
**Date Received:** 01/27/2020  
**Scheduled (to date):** 100  
**Completed this Month:** 100  
**Comments:** All work was on schedule and completed. The college accepts the project as completed and all vendors/contractors have been satisfied.

Click the Radio Button “Save.”
Click on “Package” file tab.

Progress Report added successfully.

Click on “Package” file tab.
Click on “Milestones” tab

Enter the following dates under the ACTUAL column:
• Estimated Completion (Contract Completion): 01/27/2020
• Final Acceptance: 01/27/2020
Click the Radio Button “Action,” and “Save.”
MONITORING AND EVALUATION

Review the monitoring data? Why bother? We're going fine.

PROJECT

Remember M&E information is useful only if it is used!
PROJECT CLOSING PROCESS
Click on “Project” file
Click on the “Closeout Project” tab.

Recap: Project was entered in the following order:

**Program:** “HUB Participation - Only”

**Added:**
- Project
- Design Contract
- Upon save – Package: Automatically populated (College fills in details)
- Construction Contract
- HUB – Participation / Subcontractor
Closing out a project: Take the Recap List and starting at the bottom of the list, work your way to the top.

- Project
- Design Contract
- Upon save – Package automatically populated, filled in details.
- Construction Contract
- HUB – Participation / Subcontractor

Click on Baker Roofing “Contract #.”
Click on “HUB Participation” tab.
Check the HUB Data Final as of: BOX

Enter the following:
HUB Data is FINAL as of: 01/14/2020
Show HUB Details Status as: Click on box, drop-down menu appears, click on Finalization.

Click the Radio Button “Action,” and “Save.”
Click on Project file tab.
Click on “Closeout Project” tab.

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<tr>
<td>20-2129-01</td>
<td>LSIP Associates LTD.</td>
<td>Design</td>
<td>Standard Design Contract (Fully Funded)</td>
<td>Active</td>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>20-2124-01A-1</td>
<td>BAKER ROOFING COMPANY</td>
<td>Construction</td>
<td>General Contract</td>
<td>Under Construction</td>
<td></td>
<td>N/A</td>
<td>✓</td>
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Bypass Ratings? [ ]

[ ] I certify that project milestone data is entered and complete.

3 Closeout Design / Construction for this project:

Close out Design / Construction
Click on BAKER ROOFING COMPANY “Contract #.”

Click on “Construction Contract Detail” tab.
Click on Contract Status field box, drop-down menu appears, click on “complete.”

Click the Radio Button “Action,” and “Save.”

Upon save notification shows Package dates updated successfully.
Click on “Project #” file tab.

Contractor is Closed Out –
NOTE: No evaluation is required on this informal project. If “Ratings Present?” Field boxes open, evaluations would be required.
Click on “Contracts” tab.

Click on LS3P Associates LTC. “SCO ID#.”
Click on Package “SCO ID#.”

Click on “Packages” tab.
Click on Status field box, drop-down menu appears, click on “Complete.”

Click the Radio Button “Action,” and “Save.”
Notification shows “Package updated successfully.”
Click on LS3P Associates LTD. “Contract#”
Click on the Design “Detail” tab.
Click on the Contract Status field box, a menu appears, click on “Complete.”

Click the Radio Button “Action,” and “Save.”
Notification shows that Contract updated successfully.

Click on “Project #.”
1. Bypass Ratings?: “Check field box”
2. Milestones: “Check field box” I certify that project milestone data is entered and complete.
3. Click on “Close out Design / Construction.”
Upon clicking on “Close out Design / Construction a Confirmation box appears. Question: Are you sure you want to close out DesignConstruction? Click on “OK.”
Design / Construction closeout successful.
Questions?
Comments?
Thoughts?
Discussion
Please email us at ciprojects@nccommunitycolleges.edu for any of the following.

- Capital Workshop Training – Request to attend a Capital Workshop Training tailored to your college's needs.
- Email us your Questions/Comment/Concerns.
- Request for a meeting: Request a meeting to hold a discussion on capital improvement ideas, thoughts, issues, etc.

Email all NCCCS 3-1/NCCCS 3-1-P (Construction & Property) to ciprojects@nccommunitycolleges.edu
Email all NCCCS 2-16/2-17 (Request for Reimbursements) to cireimbursements@nccommunitycolleges.edu

The construction website can be found at this url – https://www.nccommunitycolleges.edu/finance-operations/construction
Hover over “Reports,” drop down menu appears, hover over “HUB reports,” and click on “Hub Submissions.”

Enter the following – Institution/Agency: College Name
Fiscal year: 2019-2020

Click on “Search”
**Capital Improvement HUB Quarterly Reporting:** If no dollar amount appears in the quarter field box, click on the arrow to the right of the open field box and select “No Projects Finalized.”

Example of Colleges HUB Quarterly reporting.
Example / Forms
STATE OF NORTH CAROLINA
STANDARD FORM OF INFORMAL CONTRACT
AND GENERAL CONDITIONS

FOR
(Agency/Institution)
(Project Name)
(Location)
(Project ID# - if applicable)

SCOPE OF WORK
(Brief outline of work required)

NOTICE TO BIDDERS
Sealed bid for this work will be received by:
(Person to receive)
(Agency/Institution)
(Physical address - Office, Building, Room)
(Mailing Address)
(Telephone/Fax)

(Designer/Owner address, telephone)

Informal Contract and General Conditions (9 pages)
GENERAL CONDITIONS

1. GENERAL
It is understood and agreed that by submitting a bid the Contractor has examined these contract documents, drawings and specifications and has visited the site of the work and has obtained all necessary information with respect to the work to be performed.

2. DEFINITIONS
Owner: “Owner” shall mean the State of North Carolina through (name of agency)

Contractor: “Contractor” shall mean the entity that will provide the services for the Owner.

Designer: The Designer(s) are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect(s) or engineer(s) responsible for preparing the project plans and specifications. They will be referred to hereafter as if each were the singular number, regardless of gender.

Contract Documents: “Contract Documents” shall consist of the following as General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawings and specifications, including all addenda, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the bid; the contract performance bond if applicable; and insurance certificates. All of these items together form the contract.

3. INTENT AND EXECUTION OF DOCUMENTS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and expedient other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, drawings, drawings, and specifications, drawings.

In such cases where the nature of the work requires identification by the Designer/Owner, the Designer/Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents, and shall become a part thereof.

4. AS BUILT MARKED-UP CONSTRUCTION DOCUMENTS

Contractor shall provide one complete set of legible “as-built” marked-up construction drawings and specifications recording all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation “No Changes.” The Designer/Owner must receive “As-built” marked-up construction drawings and specifications before the final pay request can be processed.

5. SUBMITTAL DATA

The Contractor supervised the contract shall submit all specified subcontractors by the Owner/Designer. A minimum number of copies as specified by the Owner, of all required submittal documents pertaining to construction, performance, and general construction criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittal by the Designer/Owner. Failure to provide submittal data for review on equipment listed in the technical specifications will result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.

6. SUBSTITUTIONS

State of North Carolina Standard Form of Infrasor Contract and General Conditions 1

State of North Carolina Standard Form of Infrasor Contract and General Conditions 4
In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidder to those specified herein can only be considered during the bidding phase until five (5) days prior to the receipt of bids or by the date specified in the proposal. The bidder shall be notified by the Contractor with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered as potential change orders.

Substitutions for proposed substitutions shall include the following information:

a. Name, address, and telephone number of manufacturer and supplier as appropriate.

b. Trade name, model or catalog designation.

c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and sketches of suitable fixtures as appropriate.

d. Detailed comparison with specified products including performance capabilities, warranties, and field results.

e. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bids on record will be notified by Addendum.

7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

The contractor shall maintain, in readily available condition at his job site one complete set of working drawings and specifications for the work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer, or his authorized representative.

The contractor shall maintain at the job site, a day-by-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on shop drawings by the contractor and submitted to the Designer upon project completion and no later than 30 days after acceptance of the project.

8. MATERIALS, EQUIPMENT, EMPLOYEES

a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, equipment, lights, power, fuel, heat, sanitation facilities, water, scaffolding and hoists necessary for the completion of his work, and shall install, maintain and service all equipment of the contractor, including any consequence of their installation, operation or maintenance, and shall correct, in the best and most economical manner, any defect in materials or workmanship. The contractor shall be liable for all the costs of the correction of work which he has caused to be done, except as provided by the specifications, or reasonably implied therefrom, in accordance with the contract documents.

b. All materials shall be of new and of quality specified, where nonreturnable material is authorized herein and approved for use. Workmanship shall be of a grade accepted as the best practiced in the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as selected or qualified by the specifications.

c. Upon notice, the contractor shall furnish evidence as to quantity of materials.

9. CODES, PERMITS AND INSPECTIONS

a. The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules, and regulations governing or affecting the construction of the work under this contract. If the Contractor determines that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.

b. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as applicable.

c. Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to county or municipal building codes and may not be affected by inspection by county or municipal authorities. Where appropriate, the Contractor shall cooperate with the county or municipal authorities of obtaining building permits. The contractor at no cost may obtain permits to this owner.

d. All fire alarm work shall be in accordance with the latest State Construction Office (SCO) Guidelines for Fire Alarm Installation (REF A72). Where the contract documents are in accordance with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the codes for the correction of the work he installs in conflict with the latest edition of the SCO Office for Fire Alarm Installation.

e. Inspection and certification of compliance by local authorities is necessary if an architect or engineer was not employed on the project, or if the plans and specifications were not approved and the construction inspected by the State Construction Office.

10. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY

a. The contractor shall be jointly responsible for the safety of the work and the building or construction of the same and provide all the necessary precautions, as required by the owner or designer, and by law, to prevent any accidents in the work, and to protect those persons who may work on the job, to prevent personal injury, or to any other persons who may be injured thereby, and to prevent property damage.

b. The contractor shall provide cover and protect all portions of the structure or the work in progress and protect any temporary roofs, covers for entrances, snow and window, and all materials necessary to prevent all the work on the building, whichever by law, or any of its
subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.

c. No time of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.

d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial bases around it. He shall barricade sidewalks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the operations shall be well barricaded and properly lighted at night.

e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.O.C. Accident Prevention Manual for Construction, as amended, and shall fully comply with all state laws and regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the premises of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, water mains and similar hazards. He shall protect against damage to injury resulting from falling materials and he shall maintain all protective barriers and signs throughout the progress of the work.


In the event of emergency affecting the safety of life, the protection of work of the safety of equipment and property, the contractor is hereby authorized to take all reasonable action without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined and provided for under Article 13(b).

j. Any and all costs associated with correcting damage caused to adjoining properties of the construction site or adjoining streets shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discarding of waste products.

11. SUBCONTRACTS AND SUBCONTRACTORS

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or any employee of either, of his, any or any employee of such. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner except by the contract, and that the subcontractor acts in this work as an agent or employee of the Contractor.

12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these Contract Documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to ensure that each Subcontractor is in strict compliance with the requirements of this Contract. The Contractor further agrees to conform to the Code of Ethics contained as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereafter specified.

13. CHANGES IN THE WORK AND EXTRAS FOR COST

a. The owner may have changes made in the work covered by this contract. These changes shall not invalidate and will not relieve or release the contractor from any guarantee given by him to the owner to comply with all contract provisions. These changes will not affect the validity of the guarantee bonds and will not relieve the surety or sureties of said bond. All extra work shall be evaluated under conditions of the original contract.

b. Except in an emergency endangering life or property, no change shall be made by the contractor upon work created by agreed changes order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price will be valid unless this procedure is followed. Should a claim for extra compensation by the contractor be denied by the designer or the owner, the contractor may pursue his claim in accordance with G.S. 143-108.3.

In the event of all emergency endangering life or property, the contractor may be directed to proceed on a time and material basis. In such event the contractor shall proceed and take action on such form as specified by the designer or the owner, a correct account of costs together with all prior invoices, payroll and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "a"(g) or Method "a"(h) or both.

c. In determining the value of changes, either additive or deductive, contractors are restricted to the use of the following methods:

1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner, and State Construction Commissioner, the value of the change shall be determined by the application of unit prices based on quantities, estimated or actual as agreed by the parties involved. In such case the Contractor may deduct from the quantity of work, the estimated quantity allowed in the contract by one hundred percent (100%) or more. In such cases, after party may either reduce actual work performed under subparagraph (a)(2) herein. If neither party elects to perform under (c), then unit prices shall apply.

2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum payment to the contractor.

Under Paragraph "a" and Methods "a"(g) above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), the subcontractors (1),(2) over, or less subcontractors (2), (2) (11), or less subcontractors (2), (2) or less subcontractors (2), (2) (11), etc.) shall be entitled to a maximum of 10% on work they self perform. The prime contractor shall be allowed a maximum of 5% on contracted work of his own work (1), (2) (11), or less subcontractors (2), (2) (11), etc., shall be entitled to a maximum of 2.5% on the contracted work of their sub. Under Method "a"(h) no additional allowances shall be made for overhead and profit in the case of indivisible change orders under Method "a"(g) and Paragraph (b) above, the contractor shall include no less than ten percent (10%) profit, but no allowances for overhead.

ey. The term "locus" as used herein shall mean the difference between all prior contract additions and deductions. The "cost" as used herein shall be limited to the following:

1. The actual costs of materials and supplies incorporated or consumed as part of the work;

2. The actual costs of labor expended on the project site, labor expended in coordination, change order negotiations, record document maintenance, shop drawing revisions or other tasks necessary to the administration of the project considered substantial whether they take place in an office or on the project site.

3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes, unemployment insurance costs, labor contact program, insurance premiums, past employees leave for holiday, vacation, sick leave, and other leave, not to exceed a rate of 30% per year irrespective of changes order, and other insurance premium, and the costs of general liability insurance where premiums are computed based on prior amounts, the total of which shall not exceed thirty percent (30%) of the actual costs of labor.

4. The actual costs of rental for both, excluding hand tools, equipment, machinery, and temporary facilities required for this work;

5. The actual costs of premiums for bonds, insurance, permit fees and taxes or use taxes related to the work.
contract materials and equipment on the premises thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the cost of the work under contract, shall be deducted from any monies due or which may become due said contractor and owner (if applicable). In case the excess to be incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety (if applicable) shall be entitled to receive the difference, but in no such event shall exceed the sum which would have been payable under the contract, then the contractor and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

15. TERMINATION FOR CONVENIENCE

a. Owner may at any time and for any reason terminate Contractor’s services and work at Owner’s convenience, after notification to the contractor in writing已于 certified mail. Upon receipt of such notice, Contractor shall forthwith, immediately discontinue the work and furnishing of materials, labor, and equipment in connection with the performance of the work provided for by this Agreement.

b. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Contractor in connection with the performance of the work to be completed for overhead and profit. These shall be deducted from such sums as provided in this paragraph and the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

16. OWNER’S RIGHT TO WORK

If during the progress of the work or during the period of execution of the contract, the owner fails to perform his obligations under the contract as specified, or performs the work in such manner as to impair the value of the property or to prevent the owner from performing his obligations under the contract, the owner shall be liable to the contractor for any loss or damage suffered by the contractor as a result of such default or failure.

14. ANNULMENT OF CONTRACT

If the contractor fails to begin the work within the time specified, or the progress of the work is not maintained on time, or the work is not completed within the time specified, or fails to perform the work with sufficient labor, material, or equipment or with such other methods as to ensure the prompt and smooth completion of said work, or shall perform the work unsatisfactorily or shall not complete the construction of this work, or if the contractor shall become insolvent or be declared bankrupt or fail to perform any of the work, or if the work shall not be completed within a reasonable time, the contractor shall be liable to the owner for all losses and damages suffered directly or indirectly by the owner as a result of such default or negligence.

17. REQUESTS FOR PAYMENT

Contractor shall submit to the Subcontractor’s General Conditions for specific directions on payment schedules and the names and addresses where such applications for payment for this project is to be made that is payable to the owner or the amount of said work.

The Subcontractor shall provide all Contractor payments as the project progresses. The Subcontractor shall receive payment within 10 days after receipt of the payment for work performed, for the work performed by the Subcontractor. Payment will only be made for work performed as determined by the Subcontractor.

Remedies:

a. Payment withheld will accrue interest at 6% per annum.

b. The same terms apply to general contractor and subcontractors alike.

c. Following completion of the project, no further remedies will be afforded if the contractor fails to complete the work satisfactory.

d. Exception: 1. Owner/Contractor can tolerate delays if the contractor/subcontractor does not contribute to this contract.
2. Following 50% completion of the project, the owner is authorized to withhold additional payment if the amount of payment withheld falls below 2.3%. Final payment will be made within forty-five (45) consecutive days after acceptance of the work. Receipt of paired-up "as-built" drawings and specifications and the submission of both signed Change Orders and final pay receipt. All pay requests shall be submitted to the Designer/Darner for approval. THE CONTRACTOR’S FINAL PAYMENT AFFIDAVIT SHALL STATE: “THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL.”

18. PAYMENTS WITHHELD

The designer with the approval of the Owner may withhold payment for the following reasons:

a. Defects not corrected.

b. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.

c. To provide for sufficient contract balance to cover liquidated damages that will be assessed.

d. The Secretary of the Department of Administration may authorize the withholding of payment for the following reasons:

i. Claims filed against the contractor or evidence that a claim will be filed.

ii. Evidence that subcontractors have not been paid.

When amounts withheld for payments have been removed, payment will be released. Delay of payment due to the contractor without cause will make the contractor liable for payment of interest to the contractor as provided in N.C.S. §45-16-144.1. As provided in N.C.S. §45-16-144.1, the lien shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third party claims filed against the owner or reasonable evidence that a third party claim will be filed.

19. MINIMUM INSURANCE REQUIREMENTS

The work under this contract shall not commence until the contractor has obtained all required insurance and verifying certificates of insurance have been approved by writing by the owner. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation. If endorsements are needed to comply with the requirements or other requirements of this article, copies of the endorsements shall be submitted with the certificates.

a. Worker’s Compensation and Employer’s Liability

The contractor shall provide and maintain, until final acceptance, workers’ compensation insurance as required by law, as well as employer’s liability coverage with minimum limits of $100,000.

b. Public Liability and Property Damage

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverages for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

- bodily injury: $500,000 per occurrence
- property damage: $100,000 per occurrence / $300,000 aggregate

In lieu of limits listed above, a $500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

c. Property Insurance

(Builder’s Risk/Construction Floating)

The contractor shall purchase and maintain property insurance until final acceptance, upon the extra risk at the site to the full insurable value thereof. The insurance shall include the elements of the home, the contractor, the subcontractors and sub-subcontractors in the work and shall cover against the perils of fire, theft, wind, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto. The contractor shall effect and maintain similar property insurance on premises of the work located on the site when request for payment for additional works so included, such portions.

d. Deductible

Any deductible, if applicable to be covered by insurance provided, is to be borne by the contractor.

e. Other Insurance

The contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. Proof of Damage

The contractor shall furnish the owner with satisfactory proof of coverage of the insurance required before written approval is granted by the owner.

20. ASSIGNMENT

No assignment of the Contractor’s obligations or the Contractor’s right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may (1) forward the Contractor’s payment check directly to any person or entity designated by the Contractor; and (2) include any person or entity designated by the Contractor as a joint payee on the Contractor’s payment check. In no event shall such approval and action obligate the Owner to be responsible to the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

21. CLEANING UP AND RESTORATION OF SITE

The Contractor shall keep the site and surrounding area reasonably free from rubbish and ill-savories and shall remove debris from the site to the time it is directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the site, and completely prepare the project and site for use by the Owner.

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but is not limited to sidewalks, streets, trees, street and sidewalk curbing, stairs and other elements to be repaired, restored or otherwise returned to their original state.

22. GUARANTEE

State of North Carolina Standard Form of Interim Contract and General Conditions 12
The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship, without cost to the owner.

Where items of equipment or material carry a manufacturer’s warranty for any period in excess of twelve (12) months, then the manufacturer’s warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer’s warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whether express warranty, as a matter of law and/or implied warranty.

23. STANDARD 9:
All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an existent source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the applicable State Inspector which may require the label or re-examination testing or identification marking of appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriters Laboratories and/or National Board of Pressure Vessel Code for fabricated assemblies, where such assemblies of vessels have been established for the type of vessels offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal regulations relating to clean air and water pollution.

All equipment and products must be independent third party tested and labeled (UL, FM, or CSA) before final connections to Client’s service or utilities.

24. TAXES:

a. Federal excise taxes do not apply to materials evaluated for state work (Internal Revenue Code, Section 544(b)).

b. Federal transportation taxes do not apply to materials entering state work (Internal Revenue Code, Section 547(o) as amended).

c. North Carolina sales tax and use tax, as required by law, do apply to materials evaluated for state work and such costs shall be included in the bid proposal and contract sum.

d. Local option sales and use taxes, as required by law, do apply to materials evaluated for state work as applicable and such costs shall be included in the bid proposal and contract sum.

a. Accounting Procedures for Reimbursement of County Sales & Use Tax

Amount of county sales and use tax paid per contractor’s statement:

Contractor’s performing contracts for state agencies shall give the state agency for software project the property was purchased a signed statement containing the information listed in 12 O.S. 158.

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement as of April 1, 1997 from the contractor certifying the sale, the date, the type of property and the cost of the property purchased from each contractor, the county in which the contract was entered into and the date and amount of sales tax paid therein. If the property was purchased out-of-state, the county in which the property was purchased should be listed. The contractor shall also be notified that the certified statement may be subject to audit.

If in the event the contractor makes sales purchases from the same vendor, such certified statement must indicate the invoice numbers, the purchase dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid therein.

Name of taxing county: The position of a sales tax in the retailer’s place of business located within a taxing county where the retailer becomes contractually obligated to make the sales. Therefore, it is important that the county be reported for the county of sales rather than the county of use. When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor’s warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by its subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to invoice any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies and equipment which actually become a part of or an integral part of the building or structure.

25. EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 203 (Federal Executive Order 11246), as amended by Executive Order 11375, is to include minority employment for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The contractor agrees not to discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and promote qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

26. MINORITY BUSINESS PARTICIPATION

OG §112-1232 (a) participation at ten percent (10%) goal for participation by minority business in total value of work for all State building projects.

For construction contracts with a value of less than $50,000, the Owner has the responsibility to make a good faith effort to solicit minority bids and to award the contract to the contractor whose bid is the lowest bid meeting the identified and/or certified Minority Business Participation. This contract shall be subject to the Ohio’s Minority Business Participation, Administrator. New and Appendix E. These forms provided herein are hereby incorporated and made a part of this contract.

27. ACCESS TO PERSONS AND RECORDS

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by the Owners in accordance with General Statute 147-64.7. The Owners’ internal auditors shall also have the right to access and copy the Contractor’s records relating to the Contract and Project during the term of the Contract and within two years following the completion of the provisions of the Contract to certify accounts, audits, information, calculations and/or data affecting and/or relating to Contractor’s requests for payment, requests for payment, and funds.
SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Owner and shall fully complete all work hereunder within (______) consecutive calendar days from the Notice to Proceed (Owner may elect to insert here a specific completion date in lieu of a specific number of calendar days). For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of (______) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the owner should the Contractor fail to complete the Work within the time specified.

NOTE:

The following is a listing of some possible conditions and clarifications that may occasionally occur as a Supplementary General Conditions (SGC) of the project. It is the owner's responsibility to ascertain what applies to the project and eliminate any SGC accordingly.

CONSTRUCTION SCHEDULE
Owner to insert specific schedule requirements.

PAYMENTS
Owner to insert specific information regarding payments (number of payments, invoice format, when to send invoices, etc.).

ROOFING GUARANTEE (IF APPLICABLE, USE THE FOLLOWING TEXT)
The following paragraph is hereby added and shall become a part of the Guarantee of the General Conditions of the Contract. The substitution of an equal or superior manufacturer's warranty in lieu of this requirement will not be accepted.

The Roofing Contractor shall warrant the materials and workmanship of the roofing system against leakage and against defects due to faulty materials, workmanship and contract negligence for a period of ten (10) years following acceptance of the project by the Owner.

The Roofing System Manufacturer shall inspect the installation and warrant the materials and workmanship of the roofing system against leakage for a minimum period of ten (10) years following acceptance of the project by the Owner.

UTILITIES
Owner may provide certain utilities such as power or water with connections and extensions by the Contractor. Use of working toilets, parking, access, etc. may be described.

SECURITY
State of North Carolina Standard Form of General Contract and General Conditions 14
USE OF SITE
May be restricted. Work hours may be limited. Parking permits may be required.

ALTERNATE BIDS
Should be used to control project costs. Base bid 90% of budget with cost alternates to 110% of budget with cost alternates possible without negotiation.

UNIT PRICES
For unilateral conditions or amounts of work. Always provide a schedule or amount for insurance in the base bid.

NO SMOKING POLICY
Owner to insert specific language.

SUSTAINABILITY
Owner to insert specific requirements.

FIRE ALARM WORK
Contractor for fire alarms shall be approved by Design and Construction Services Department prior to beginning work.

PERFORMANCE AND PAYMENT BONDS (IF REQUIRED BY OWNER, USE THIS TEXT)
Contractor shall furnish a Performance Bond and Payment Bond executed by a surety company authorized to do business in North Carolina. The bond shall be in the full contract amount. Bond shall be executed in the form bound with these specifications (Forms 307 & 308). An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds.

MINORITY BUSINESS PARTICIPATION
Owner to insert specific additional requirements.

TECHNICAL SPECIFICATIONS
SHOULD FOLLOW THE SUPPLEMENTARY GENERAL CONDITIONS.
Application for Payment Construction forms used

- AIA Forms: G702 Application and Certificate for Payment: Serves as the request for payment by the contractor and includes a certification by the architect to determine whether payment is approved.
- An application for payment provides both the owner and the contractor with a method of controlling what items or materials have been provided by the contractor and work completed.
**APPENDIX E**

**MBE DOCUMENTATION FOR CONTRACT PAYMENTS**

Prime Contractor/Architect: ____________________________

Address & Phone: ____________________________

Project Name: ____________________________

SCO Project ID: ____________________________

Pay Application #: ____________________________ Period: ____________________________

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period:

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<tr>
<th>MBE Firm Name</th>
<th>Type of MBE</th>
<th>Amount Paid This Month (With this Pay App)</th>
<th>Total Payments To Date</th>
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*Minority categories: Black (B), Hispanic (H), Asian American (AA), American Indian (AI), White Female (WF), Socially and Economically Disadvantaged (SED)*

Approved/Certified By:

Name: ____________________________ Title: ____________________________

Date: ____________________________ Signature: ____________________________

SUBMIT WITH EACH PAY REQUEST - FINAL PAYMENT - FINAL REPORT
Attached please find Carmel Contractors, Inc. FINAL Application for Payment #8 in the amount of $96,514.62.

Attached also is the Contractor’s Appendix E/MBE and tax documentation.

We have received all necessary closeout paperwork, warranties, and lien waivers from the Contractor. Based upon our review of the application and our recent site visits, we recommend payment of the submitted amount.

RE: Western Piedmont Community College - Building H Renovations
ID#: 16-15908-01A

Dear Ms. Hodiman:

Attached please find Carmel Contractors, Inc. FINAL Application for Payment #8 in the amount of $96,514.62.

Attached also is the Contractor’s Appendix E/MBE and tax documentation.

We have received all necessary closeout paperwork, warranties, and lien waivers from the Contractor. Based upon our review of the application and our recent site visits, we recommend payment of the submitted amount.

Very truly yours,

MORRIS-BERG ARCHITECTS, INC.

Rich Hinikelman, AIA

Ends.

cc. Mr. Doyle Roach – Carmel Contractors, Inc.
Mr. Steven Lipke – NC State Construction Office
Historically Underutilized Minority Businesses (HUB) AFFIDAVITS G.S. 143-128
### Identification of HUB Certified/Minority Business Participation

I, [Name of Bidder], do hereby certify that on this project, we will use the following HUB Certified/Minority businesses as construction subcontractors, vendors, suppliers or providers of professional services.

<table>
<thead>
<tr>
<th>Firm Name, Address and Phone#</th>
<th>Work Type</th>
<th>Minority Category</th>
<th>HUB Certified (?) (N)</th>
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*Minority categories: Black, African American (B); Hispanic (H); Asian American (A); American Indian (I); Female (F); Racially and Economically Disadvantaged (D)*

**HUB Certification with the state HUB office required to be counted toward state participation goal. The total value of minority business contracting will be ($)______________**

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### State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of ______________

Affiant(s): ____________________________

I have made a good faith effort to comply with the following areas checked.

1. [10 pts] Contracted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.

2. [10 pts] Made the construction plans, specifications and requirements available for review by prospective minority businesses, or provided these documents to them at least 10 days before the bid date.

3. [10 pts] Broke down or combined elements of work into economically feasible units to facilitate minority participation.

4. [10 pts] Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that recognize recruitment of minority businesses.

5. [10 pts] Attended public meetings scheduled by the public owner.

6. [20 pts] Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.

7. [15 pts] Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.

8. [25 pts] Provided assistance to an otherwise qualified minority business in need of equipment, loss of capital, lines of credit, or joint purchase agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assistant minority businesses in obtaining the same unit pricing with the bidders’ suppliers in order to help minority businesses in establishing credit.

9. [20 pts] Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation in a public construction or repair project when possible.

10. [20 pts] Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firm listed in the identification of Minority Business Participation schedule conditional upon scope of contract to be executed by the Owner. Substitution of contractors must be in accordance with GS 143-128.2(c)(d). Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: ______________ Name of Authorized Officer: ____________________________

Signature: ____________________________ Title: ____________________________

Subscribed and sworn to before me this ______ day of ______, 20__

Honorary Public

My commission expires ________________________________

---

[Seal]
State of North Carolina - AFFIDAVIT B - Intent to Perform Contract with Own Workforce.

County of ____________________________

Affiant of: ____________________________

I hereby certify that it is our intent to perform 100% of the work required for the ____________________________ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform all elements of the work on this project with its own current work force and suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: ____________________________

Name of Authorized Officer: ____________________________

Signature: ____________________________

Title: ____________________________

State of: ____________________________

County of: ____________________________

Notary Public: ____________________________

My commission expires ____________________________

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of: ____________________________

(Note this form is to be submitted only by the apparent lowest responsible responsive bidder.)

If the portion of the work to be executed by HUB certified/Minority businesses as defined in GS143-123.2(G) and 128.4(a)(i)(a) is equal to or greater than 10% of the bidder's total contract price, the bidder must complete this affidavit.

The affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

Affiant of: ____________________________

(Name of Bidder)

I do hereby certify that on the ____________________________

Project No.: ____________________________

(Project Name)

Amount of Bid: ____________________________

I will expand a minimum of ____________________________ % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>Minority Category</th>
<th># of HUB Certified Y/N</th>
<th>Work Description</th>
<th>Dollar Value</th>
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* Minority categories: Black, African American (B); Hispanic (H); Asian American (A); American Indian (I); Female (F); Socio-Economically Disadvantaged (SD)

** HUB Certification with state HUB Office required to be counted toward state participation goals.

Pursuant to GS143-123.2(G), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: ____________________________

Name of Authorized Officer: ____________________________

Signature: ____________________________

Title: ____________________________

State of: ____________________________

County of: ____________________________

Notary Public: ____________________________

My commission expires ____________________________

Subscribed and sworn to before me this __________ day of __________ 20__

[Signature]
State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of ____________
(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder)

If the goal of 10% participation by HUB Certified minority business is not achieved, the bidder shall provide the following documentation to the Owner of the good faith efforts.

Affidavit of ____________________________ I do hereby certify that the

(Name of Bidder)

Project #____________ Amount of Bid $_________

I will expend a minimum of ______________% of the total dollar amount of the contract with HUB certified minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheet if required)

<table>
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<tr>
<th>Name and Phone Number</th>
<th>Minority Category</th>
<th>HUB Certified Y/N</th>
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*Minority categories: Black, African American (D); Hispanic (H); Asian American (A); American Indian (I); Female (F); Socially and Economically Disadvantaged (D)*

Exemptions of documentation that may be required to demonstrate the Bidder’s good faith efforts to meet the goals set forth in these provisions exists but are not necessarily limited to the following:

A. Copies of solicitations for quote or at least three (3) minority business firms for the goods or services provided by the State to each subcontractor to be used on this contract (5% or more) are shown on the source list. Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representatives of the Prime Bidder must be present in person, bidders and time when protest deadline is received.
B. Copies of proposal or responses received from each firm responding to the solicitation.
C. Telephone log of telephonic negotiation amounts a solicitation.
D. For qualifications where a minority business firm is not considered the lowest responsible responsible bidder, copies of quotes included from all firms submitting quotes for the pertinent subcontract.
E. Documentation of any contacts or correspondence to minority business community, or contractor organizations in an effort to meet the goal.
F. Copy of pre-bid notice
G. Letter documenting efforts to gain business in obtaining required bonding or insurance for minority business.
H. Letter documenting requests for rejection of minority businesses due to lack of qualification.
I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or short pay agreements to secure loans, supplies, or letter of credit, including waiving credits that is ordinarily required.
J. Plans to provide the documentation as noted in these provisions may result in rejection of the bid and award to the next lowest responsible and responsible bidder.

Pursuant to GS143-123.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

Date: __________ Name of Authorized Officer: ____________
Signature: ____________
Title: ____________

State of ____________ County of ____________
Subscribed and sworn to before me this _______day of ________
Notary Public
My commission expires ____________
Interscope Presentation – Program tab, “HUB Participation – Only” Projects
State Construction Website [https://ncadmin.nc.gov/businesses/construction](https://ncadmin.nc.gov/businesses/construction)

- Interscope / Accessing Interscope / Training Dates
- Construction Manual
- Documents and Permits / Forms and Documents
- Emergency Projects / Community College System
  Located toward the bottom of the page.
- Staff Listing – State Construction Office Staff Listing

Community Colleges Laws of North Carolina 115D
[https://ncleg.gov/Search/GeneralStatutes](https://ncleg.gov/Search/GeneralStatutes)
Chapter “115D,” Search Text “Community Colleges,” Results type “Return Chapters.”
Thank You
I FINISHED THE PROJECT ON TIME AND ON BUDGET!

RIGHT, NEXT PROJECT YOU GET LESS TIME AND LESS MONEY!