



**NASHVILLE BUSINESS CENTER SHELL BUILDING #1
REQUEST FOR DESIGN BUILD BRIDGING BID PROPOSALS**

March 6, 2024

RFP# 2024-007-03-4920

**CONSTRUCTION PROJECT
Pre-engineered Shell Building**

SCOPE OF WORK

Construction of a 150' x 270' pre-engineered steel building and the associated site work in accordance with the approved civil / site plans. Furnish all structural design data, fabrication and erection necessary for a pre-engineered metal building, including all primary and secondary structural framing members, connection bolts, coverings, windows, doors, loading docks, flashing, fasteners, closures, sealer, insulation and other miscellaneous items as provided in this document. Complete site work according to plans and specifications provided by Stocks Engineering.

BIDS DUE:

2:00 pm on Tuesday, April 5, 2024

Sealed bids will be opened at **2:00 pm, April 5, 2024**, at which point the bid period shall be closed and all bids opened and publicly read. Bid opening will be in the Commissioner's Conference room, on the 3rd Floor, behind the Parks and Recreation Department, of the Nash County Administration Bldg. located at 120 W. Washington Street, Nashville, NC 27856.

The contractor, per Nash County's conceptual drawings, specifications and Stocks Engineering's civil / site plans, shall complete all necessary site work and have a certified pre-engineered steel building fabricated and installed. The contractor shall be responsible for obtaining all building permits and certifications/engineer seals as required to construct such a facility.

A pre-bid conference will be held at **2:00pm on Thursday, March 21, 2024** in the Commissioner's Conference room on the 3rd Floor of the Nash County Administration Building located at 120 W. Washington Street, Nashville, NC 27856.

Email request for bid package and/or questions to: **jonathan.boone@nashcountync.gov**

Nash County reserves the right to reject any and all bids.

Each proposal shall be accompanied by a bid bond of an amount equal to not less than five percent (5%) of the proposal.



NASH COUNTY NORTH CAROLINA

Nashville Business Center
Shell Building #1

TABLE OF CONTENTS

COVER

- Nash County Request for Design Build Bridging Bid Proposals

SECTION 1

- General Provisions

Page 3

SECTION 2

- Special Conditions

Page 4

SECTION 3

- General and Administrative Requirements

Page 6

SECTION 4 SPECIFICATIONS

- Specification Summary
- Building Schematics
- Sample Specifications
- Civil Site Plan Sheets

Page 13

Page 17

Page 18a-18h

See Attachment

FORMS

Bid Form

Page 19

Identification of Minority Business Participation (MBForm Revised 2010)

Page 21

Affidavit A -Listing of Good Faith Effort (MBForm Revised 2010)

Page 22

Affidavit B -Intent to Perform Contract with Own Workforce (MBForm Revised 2010)

Page 23

Affidavit C -Portion of the Work to be Performed by Minority Firms (MBForm Rev 2010)

Page 24

Affidavit D -Good Faith Efforts (MBForm Revised 2010)

Page 25

Construction Agreement

Page 27

Form of Payment Bond

Page 30

Form of Performance Bond

Page 32

Notice of Award

Page 34

Notice to Proceed

Page 35

NC Sales Tax Report Form

Page 36

Change Order Form

Page 38



SECTION 1: GENERAL PROVISIONS

- 1.1 SCOPE This specification covers the Construction of a Pre-Engineered Steel Building for the purpose of future Economic Development, hereinafter referred to as Nashville Business Center Shell Building #1.
- 1.2 PURPOSE The purpose of this document is to provide minimum design specifications for the construction of a Pre-Engineered Steel Building that meets the needs and desires of Nash County. It establishes essential criteria for the design, construction, performance, equipment and appearance of the Nashville Business Center shell building. The objective is to provide a building that serves the future Economic Development needs and functions and is consistent with existing NASHVILLE BUSINESS CENTER restrictive covenants.
- 1.3 GENERAL This project is being procured using the design build bridging procurement process. It is not the intention of the Purchaser to exclude any contractor who is capable of performing the required scope of work as specified in this document. It should be noted, however, that this specification is written around specific needs of the Purchaser as specified in this document.
- 1.4 SITE(S) OF WORK Nashville Business Center located off of US 64 Bypass west of I-95, 111 Industry Court, Nashville, NC 27856, PARID 033993
- 1.5 EXAMINATION OF SPECIFICATIONS Each Bidder is required, before submitting a proposal, to be thoroughly familiar with the specifications contained herein. No additional allowances will be made because of a lack of knowledge of these conditions. It will be the responsibility of the successful Bidder to ascertain if any components of this specification are unsafe, conflict, or do not meet the required standards of applicable state or local laws, codes, ordinances, the International Building Code or permit requirements. Should there be any unsafe, conflicting or building code violations contained herein, the Bidder shall thoroughly explain them to the Purchaser and include the correct item in the Bid Proposal. Where the bidder does not specifically propose to meet an item as provided in the specification, a written explanation with supporting documents shall be provided, describing how each item is equal to, or exceeds the bid requirements. All exceptions will be evaluated on their merit at the County's discretion. The County will rely on the contractor's engineer to design certain systems, and provide adequate drawings necessary for all building required permits, which meet or exceed the provided specifications.
- 1.6 DEFINITIONS The following definitions shall apply with regards to these specifications.
- 1.6.1 Purchaser/Owner The end user of the equipment specified or the applicable purchasing agency.
- 1.6.2 Contractor The individual, firm, partnership, or corporation to whom the contract is awarded by the Purchaser and who is subject to the terms thereof. For bidding purposes, the contractor, vendor, and bidder are synonymous.
- 1.6.3 Contract Documents All of the documents listed, referenced or described in this document, together with modifications made or issued in accordance herewith by addendum, are the Contract Documents; and the permitting, engineered design, drawings, labor, materials, equipment, sitework, and completed construction required by the Contract Documents and all parts thereof is the Work. The Contractor shall perform the Work in the time, manner and form required by the Contract Documents. The Contract Documents constitute the entire agreement between Owner and Contractor.
- 1.6.4 Equal Shall be taken in its general sense and shall not mean identical. These specifications are the sole purpose of establishing minimum requirements for the standards of performance and design, level of quality and is in no way intended to prohibit the bidding of any manufacturer's item of equal material.
- 1.7 NOTE The purchaser shall be the sole judge of equality, and this decision shall be final.



1.8 Bid Information

All questions must be submitted in writing to Jonathan Boone via email at jonathan.boone@nashcountync.gov up until 12:00 p.m., Tuesday, March 21, 2024. No questions outside of those presented at the pre-bid conference will be accepted after that time and date.

All changes to this document will be issued by written addendum only and receipt confirmed by bidder on bid form. Clarifications will be made to holder on record. Any addenda will be issued no later than 5:00pm, Tuesday, March 26, 2024. It is solely the contractor’s responsibility to ascertain that they have all necessary information, including any and all addenda, prior to submitting a bid. Nash County assumes no responsibility for any oral information. Nash County reserves the right to reject any and all bids and make award in the best interest of the county, considering all factors, including but not limited to: price, quality, performance, references, delivery time, etc.

Complete the Bid Form in its entirety:

SECTION 2: SPECIAL CONDITIONS

2.1 BIDDER’S RESPONSIBILITY AND QUALIFICATIONS:

2.1.1 Each Bidder shall disclose any current, pending, or anticipated litigation between the Bidder and any other part or parties that might affect this contract.

2.2 BID PRICES: Bid prices shall be valid for at least 45 days from the date of the Bid Opening, or as otherwise specified on the Bid Form.

2.2.1 Owner is entitled and reserves the right to reject any Non-Responsive bids without further consideration.

2.3 CONTRACT AWARD: Sealed bids will be opened and publically read. Award will go to the lowest responsive bidder, taking into consideration quality, performance and the time to project completion as specified in the bid proposals for the performance of the contract.

2.4 MATERIALS AND WORKMANSHIP: All equipment furnished shall be guaranteed to be new, from a current manufacturer, meet all requirements of this specification, and be in an operable condition at the time of delivery. **Defective components shall not be furnished.** Parts, equipment and assemblies, which have been repaired or modified to overcome deficiencies shall not be furnished without written approval. Welded, bolted, and riveted construction utilized shall be in accordance with the accepted standards of the industry and all manufacturer recommendations. All workmanship shall be of highest quality and be performed in a professional manner.

2.5 LIQUIDATED DAMAGES: The Contractor shall commence work within a specified number of days as stated in the contract. The schedule for the project will be stated in the Construction Documents. For each day in excess of the number of days given, the Contractor will pay the Owner, the sum of **\$500 per day as liquidated damages**. Time is of the essence to the contract and a material consideration thereof.

2.6 BID BOND: Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than five percent (5%) of the proposal or in lieu thereof a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will, upon demand forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond. Said



NASH COUNTY NORTH CAROLINA

Nashville Business Center
Shell Building #1

deposit shall be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or to give satisfactory surety as required by law.

2.7 PERFORMANCE AND PAYMENT BOND: Bonds in the amount of 100% each are required according to Contract Documents.

2.8 RETAINAGE: Retainage will be withheld at 5%.

2.9 DISPUTE RESOLUTION: **Nash County will follow the Dispute Resolution Procedures as adopted by the State Building Commission (see following link). This dispute resolution process will be available to all parties involved in the construction project. https://files.nc.gov/ncdoa/documents/files/sbc_Dis_rules.pdf

2.10 INDEMNIFICATION AND INSURANCE: The contractor shall indemnify and save the Purchaser harmless from any and all claims, liability, losses, and causes of actions, which may arise out of the fulfillment of this agreement. The Bidder shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the Purchaser when applicable, and shall pay all costs and judgments which may ensure thereafter.

General Liability	\$1,000,000	Each Occurrence
	\$2,000,000	General Aggregate
Workers Compensation	\$ 500,000	Each Accident
Automobile(Owned/Non-owned/Hired)	\$1,000,000	Combined Single Limit

2.10.1 The bidder that is awarded the Contract will add Nash County as an additional insured and will have the updated certificate submitted within 10 days of the date on the Notice of Award letter.

2.11 PROPOSAL IN RESPONSE TO SPECIFICATIONS: Any exceptions to these specifications **must** be itemized. They shall be referenced by paragraph number and listed under Section titled “Exceptions to Specifications” of this Bid Package at the end of the bid form. Should the Bidder require additional space for his reply, he may attach additional page(s) to the response. Details concerning the exceptions or “clarifications” must be clearly explained. Each exception will be considered by the Purchaser as to the degree of impact and total effect on their bid. If specification sheets are referenced, they shall be included as part of the Bid Proposal.

2.11.1 When submitting their Bid, Bidders should return the Bid Form Package completed in its entirety.

The Bid Form submittal package consists of the original documents beginning on page 18 and titled Bid Form Single Prime General Contractor. It is not the intention for each proposal to consist of the specifications preceding Page 18 of the bid document. Bidders should submit all supporting documents required by the specifications package and any forms deemed necessary to qualify the submitted price proposal.

2.12 LICENSING: The Bidder and any Contractor performing any work on this project shall be licensed accordingly to perform all work required in these specifications. The project also requires that the Drawings and Specifications be sealed by a licensed NC Engineer employed by the Contractor for each type of work as required by law. After design but before work commences, the Owner (Public Buildings) must approve all designed drawings in addition to County Department permit review requirements. The engineer is required to inspect installed work throughout the project as necessary to verify compliance with designs that were submitted and approved and provide a sealed certificate of compliance of building construction at project completion.



- 2.13 FAMILIARITY WITH LAWS The Bidder is presumed to be familiar with all Federal, state and local laws, ordinances, code rules, regulations, certifications and licenses, that may in any way effect the work. Ignorance on the part of the Bidder shall in no way relieve him from responsibility.
- 2.14 PRE-AWARD CLARIFICATIONS In the event a clarification is requested on the contents of this specification, the question(s) shall only be valid if submitted in writing to the below email address and confirmed receipt of the email was given. The last date for submitting questions will be 12:00 p.m. Tuesday, March 21, 2024 to jonathan.boone@nashcountync.gov.
 - 2.14.1 When a bidder requests clarification, a copy of the request and this Purchaser’s response will be forwarded to all bidders on record.
 - 2.14.2 An addendum will be issued for any item which revises the work as described in this bid solicitation package and when a clarification is not sufficient.
- 2.15 PRE-CONSTRUCTION CONFERENCE The successful Contractor shall be required, prior to beginning work, to have a Pre-Construction Conference with proper representatives of the Contractor or Bidding Agency and the Purchaser to finalize all the construction details. This conference is to be held at a designated Nash County facility.
- 2.16 WARRANTY PERIOD The Contractor shall cover all Work for a one year period from the date of Substantial Completion and must complete and submit to the Owner information regarding any and all Manufacturer’s Warranties.
- 2.17 SUBMITTALS Contractor shall provide all materials and documentation according to the Submittal register.

SECTION 3: GENERAL AND ADMINISTRATIVE REQUIREMENTS

3.1 PRICE AND PAYMENT PROCEDURES

3.1.1 SCHEDULE OF VALUES

- A. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement for owner approval.

3.1.2 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Monthly, as agreed by Owner.
- B. Payment Application form available by Owner
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- F. Submit three original copies of each Application for Payment.
- G. Submit a Sales Tax Form with each Standard Payment Application Form with a copy of each invoice relative to Sales Tax Form submission.

3.1.3 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Owner will issue instructions directly to Contractor.
- B. For other required changes, Owner will issue a document signed instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.



2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Owner will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change. Contractor shall prepare and submit a fixed price quotation within 10 days.
- D. Contractor may propose a change by submitting a request for change to Owner, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors.
- E. Substantiation of Costs: Provide full information required for evaluation.
 1. Provide following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit (not to exceed 10% of the sum of all other costs).
 - d. Justification for any change in Contract Time
 - e. Credit for deletions from Contract, similarly documented.
 2. Support each claim for additional costs with additional information:
 - a. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- F. Execution of Change Orders: Owner will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- G. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- H. Promptly enter changes in Project Record Documents.

3.1.4 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due once all contract work including punch lists are complete.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 1. Release of Liens from Subcontractors and vendors.
 2. All closeout procedures specified in Section 3.4 Execution and Closeout Requirements.

3.2 ADMINISTRATIVE REQUIREMENTS

3.2.1 PROJECT COORDINATION

- A. Contractor shall provide a Project Manager to coordinate with owner.
- B. The Project Manager shall coordinate the use of mobilization areas of site, field offices and sheds, for access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Manager.
- D. Make the following types of submittals to Owner through the Project Coordinator:
 1. Requests for interpretation.
 2. Requests for substitution.
 3. Shop drawings, product data, and samples.
 4. Test and inspection reports.
 5. Design data.
 6. Manufacturer's instructions and field reports.
 7. Applications for payment and change order requests.
 8. Closeout submittals.

3.2.2 PRE-CONSTRUCTION MEETINGS

NASH COUNTY NORTH CAROLINA



- A. Owner will schedule a Pre-design meeting within five (5) days of “Notice to Proceed” to complete the project design requirements and contractor shall schedule additional meetings as necessary for owner’s review and signoff of completed design plans and a pre-construction meeting at the discretion of the owner and contractor’s project manager’s.
 - 1. Attendance Required:
 - a. Owner
 - b. Contractor
 - c. Contractor’s designated Designer
 - 2. Contractor will record minutes and distribute copies within five (5) days after meeting.
 - 3. Agenda:
 - a. Distribution of Contract Documents.
 - b. Designation of personnel representing the parties to Contractor, and Owner.
 - c. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - d. Scheduling.

3.2.3 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at regular intervals as coordinated with the Owner.
- B. Attendance Required: Job superintendent, major Subcontractors, suppliers and Owner, as appropriate to agenda topics.

3.2.4 CONSTRUCTION SCHEDULE

- A. Within 5 days after date of the Notice to Proceed, contractor to submit a preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. After the NOTICE TO PROCEED has been given, the project is given the specified number of days to reach Substantial Completion as evidenced by a Nash County Inspections issued “Approved Final Inspection with Certificate of Compliance for the Permit” Form.
- C. Once the “Approved Final Inspection with Certificate of Compliance for the Permit” Form has been submitted to the Owner, a “Punchlist” will be compiled and given to the Contractor with 15 days to complete said list.
- D. When “Punchlist” items are complete, the final pay application can be submitted.

3.2.5 SUBMITTALS

A. SUBMITTAL PROCEDURES

- 1. Submittal Register form to be provided by Contractor. Complete one form per submittal submission.
- 2. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.

B. SUBMITTALS FOR REVIEW

- 1. When the following are specified in individual sections, submit them for review:
 - a. Product data.
 - b. Shop drawings.
 - c. Samples for selection.
 - d. Samples for verification.
- 2. Submit to Owner for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- 3. Samples will be reviewed only for aesthetic, color, or finish selection.

C. SUBMITTALS FOR INFORMATION



NASH COUNTY NORTH CAROLINA

Nashville Business Center
Shell Building #1

1. When the following are specified in individual sections, submit them for information:
 - a. Design data.
 - b. Certificates.
 - c. Test reports.
 - d. Inspection reports.
 - e. Other types indicated.
2. Submit for Owner's knowledge. No action will be taken.

D SUBMITTALS FOR PROJECT CLOSEOUT

1. When the following are specified in individual sections, submit them at project closeout:
2. Submit for Owner's benefit during and after project completion.

3.3 TEMPORARY FACILITIES AND CONTROLS

3.3.1 TEMPORARY UTILITIES

- A. Provide and pay for all electrical power, lighting, water, heating/cooling, and ventilation required for construction. This is to include getting temporary services established per section 3.3.1 and section 4 of the Bid Documents.

3.3.2 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

3.3.3 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner in accordance with state and local ordinances.
- B. When site space is not adequate, Contractor is responsible for coordinating off-site parking.

3.3.4 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.

3.3.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore new permanent facilities used during construction to specified condition.
- D. Contractor will be responsible for any damage to the existing improvements within the NASHVILLE BUSINESS CENTER.
- E. Contractor is responsible for making repairs to existing roadway if damage occurred as a result of construction.

3.4 EXECUTION AND CLOSEOUT REQUIREMENTS

3.4.1 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

NASH COUNTY

NORTH CAROLINA



- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

3.4.2 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis-fabrication.
- E. Coordinate installation of electrical services to the site with the Electrical supplier and the Owner. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.4.3 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.4.4 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Owner of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Owner the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Owner.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and layout by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.



3.4.5 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.4.6 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.4.7 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material from manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.4.8 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

3.4.9 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment with the Owner at a scheduled time, at equipment location.
- B. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.



NASH COUNTY

NORTH CAROLINA

- 3.4.10 ADJUSTING
- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
 - B. Test, adjust, and balance the HVAC systems, if applicable.
- 3.4.11 FINAL CLEANING
- A. Execute final cleaning prior to Substantial Completion.
 - B. Use cleaning materials that are nonhazardous.
 - C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
 - D. Clean filters of operating equipment.
 - E. Clean debris from roofs, gutters, downspouts, and drainage systems.
 - F. Clean site; sweep paved areas, rake clean landscaped surfaces.
 - G. Remove waste, surplus materials, trash/rubbish, and construction debris from the site; dispose legally; do not burn or bury.
- 3.4.12 CLOSEOUT PROCEDURES
- A. Make submittals that are required by governing or other authorities and provide a copy to the Owner.
 - B. Notify Owner when work is considered ready for Substantial Completion. Meet with Owner to determine a "Punchlist" of items not contained in this manual. Repairs shall be completed within 15 days.
 - C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Owner's review.
 - D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner -occupied areas.
 - E. Notify Owner when work is considered finally complete.
 - F. Upon completion of "Punchlist" items, final payment will be processed.
- 3.4.13 SUBMITTALS
- A. Project Record Documents:
 - 1. Accurately record on one plan set in red the actual locations of capped and active utilities and any other pertinent information.
 - 2. Ensure entries are complete and accurate, enabling future reference by Owner.
 - 3. Record information concurrent with construction progress.
 - 4. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - a. Product substitutions or alternates utilized.
 - b. Changes made by Addenda and modifications.
 - B. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 3. Field changes of dimension and detail.
 - 4. Details not on original Contract drawings.
 - 5. Record drawings to be submitted in hard copy and electronic .pdf format prior to final pay application.
 - C. Warranties
 - 1. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.



NASH COUNTY NORTH CAROLINA

Nashville Business Center
Shell Building #1

- For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
- Obtain warranties, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- Provide a minimum of one (1) year warranty on all work completed for date of substantial completion and provide additional manufacturer's warranties to owner where available.
- Weatheright warranty equal or better to the sample warranty provided on pages 18e-18h.

SECTION 4: SPECIFICATIONS SUMMARY

Owner: **Nash County**

Building: **Shell Building #1**

Project: **Nash County Nashville Business Center Shell Building #1,
RFP# 2024-007-03-4920**

**111 Industry Court
Nashville, NC 27856**

Construction Type: II-B; 1 Story
 Mixed Use: No
 Gross Building Area: 40,500 Sq Ft Warehouse, 1,500 Sq Ft Admin Area
 Primary Occupancy: F-2
 Mixed Occupancy: No
 Energy: Per current Energy Code
 Life Safety: No

1. Property: PARID 033993

Lot:	+/- 8.2 Acres
Setback:	MBSL on Front 50' minimum; MBSL 50' on Sides and Back
Wooded:	Yes-Partially
Does Lot require fill?	No

Comments: Contractor is expected to examine the site and verify information before bidding.

2. Parking Lot/Access Improvements: Refer to Civil Site Plan Package from Stock Engineering.

Parking Pad:	Crushed stone, only enough for initial parking spaces shown on site plan and turnaround
Access Improvements:	Install temporary driveway for project.

Full description of site-work is included in the Civil Site plan from Stocks Engineering. A construction entrance/exit and a minimal parking area are to be installed as part of this project.

3. Walkways/Sidewalks: None

4. Permits/Zoning:

County Building:	Contractor to secure all required building permits through Nash County Planning
Zoning:	Stocks Engineering will secure Zoning Permit
Site Plan:	Stocks Engineering will secure Site Plan approval
Stormwater / DWQ:	Nash County will apply for permit and contractor to meet permit obligations.
Erosion Control:	Nash County will apply for permit and contractor to meet permit obligations.



NASH COUNTY NORTH CAROLINA

Nashville Business Center
Shell Building #1

Comments: Contractor is responsible for providing all sealed Engineered drawings and specifications required to secure all necessary building permits to construct the facility.

5. Temporary Service:

Electricity Supplier:	Duke Energy (call 919-219-5491 to schedule service)
Natural Gas:	None at this time
Water:	None at this time
Wastewater:	None at this time

Comments: Contractor is responsible for securing and setting temporary pole and meter base for electric service in conjunction with Duke Energy at a location as approved by owner.

6. Footings: Refer to Engineer Designed Specifications

Comments: Footing to be 5' wide perimeter typical with retaining wall portion through loading dock area to allow for grade separation. Footing designs are to be to code and designed by an appropriately licensed engineer. Obtaining the Engineer Designed Specifications is the responsibility of the Contractor. Design must consider all requirements including load for a 36' (Base Bid) and 28' (Alternate) low eave height clearance.

7. Foundation/ Site Design:

Floor:	4" gravel (washed stone) on compacted earth-installed with top of gravel 8" below Finished Floor Elevation within entire area inside building-see Civil Site plan.
Vapor Barrier:	10 ML reinforced vapor barrier

Comments: Refer to Engineer Designed Specifications. Design must consider all requirements including load for a 32' (Base Bid) and 28' (Alternate) low eave height clearance for industrial racking systems.

8. Termite Treatment: Contractor to follow all Local, State and Building Code Standards

9. Wall and Roof Framing:

Roof:	24 gauge standing seam
Roof Materials:	Standing Seam metal panels; 24 gauge-minimum ¼":12' min. slope. See typical Standing Seam II Panel Specifications provided (Base Bid). Submit equal or greater material.
Exterior Walls:	Textured, insulated metal panels (Base Bid), Precast insulated concrete panels with smooth finish (Alternate 1, see description below). See typical spec for textured, insulated metal panels provided. Contractor to provide equal or better material for base bid. Precast insulated concrete panels to be caulked with installation but not painted at this time.
Column Spacing:	Bay spacing of 50' and interior column spacing of 30'
Stud Height:	Interior clearance must be 32' (base bid), 28' (alternate) at low eave height for industrial racking system. This dimension is to the low eave height and not internal clearance.
Sill Pan:	Under Storefront assemblies
Roof Coloring	Galvalume or approved equal
Collateral Loads:	7.5 #

Comments: Building will have a 150' x 270' footprint similar to schematic shown in typical section.

10. Windows & Doors:

Glass:	Storefront assembly units
Garage/Bay Doors:	One (1) 8' x 10' full with two (2) other framed doors; white; manual; owner to approve
Entry Door Front:	Storefront assembly unit; 6' x 6'-10"; 1-3/4" Aluminum; color to be chosen by Owner
Exit Doors:	Per code-anticipate 6; 3' x 7', 1-3/4" hollow metal; color to be chosen by Owner



NASH COUNTY NORTH CAROLINA

Nashville Business Center
Shell Building #1

Awnings/Skylights:	None
Door Finishes	All overhead doors and exit doors to have painted finish (not simply bare primer)

Locking Closures to be installed. For the Overhead/Bay Doors, provide treated 2" x 10" across opening below door, supported two times by loose laid CMU to close bottom of the door until final slab is poured.

11. Water/Sewer or Septic Supply:

Water Line/Meter:	None required within this construction phase
Sewer Line:	None required within this construction phase
Fire Sprinkler:	None required within this construction phase

12. Insulation:

Exterior Walls:	R19 or greater per energy code requirements
Roof Insulation:	Simple Saver Type R38 or greater per energy code requirements

Comments: Metal building to be fully insulated per code and as manufacturer recommends.

13. Plumbing: None needed within this construction phase.

14. Heat & AC: None needed within this construction phase.

15. Electrical Wiring:

Exhaust Fans:	Two (2) 48" louvers/ two (2) 48" exhaust fans; installed in the walls below roof line, louvers on north side to be controlled by exhaust fans and fans located on south side installed below roof line.
Switches:	Light switches need to be mounted at the front entrance
Temporary Panel Box:	Mount the temporary panel box on the wall by the front entrance

Comments: Minimal wiring is expected to be brought into the building at this time. Panel box sufficient to support load of 12 interior lights and a minimal amount of exterior safety lighting as provided on building plan.

16. Light Fixtures:

Lights:	Provide twelve (12) 2' x 4' LED fixtures mounted to bottom of perling.
Exterior Wall Packs:	Provide eight (8) LED exterior wall pack fixtures equivalent to a 250W fixture at roof line as noted.

Comments: All fixtures to be LED as provided on building plan sheets.

17. Landscaping:

Landscape:	None other than to provide adequate top soil and seeding to stabilize the site and to establish acceptable ground cover for any and all disturbed areas.
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Comments: Refer to the guidelines and to the Civil Site Plan Package for specifics on final grade and coverings. All site improvements including erosion control, clearing and grubbing, storm drainage, temporary sediment trap, and overall site grading are to be completed at this time. The parking lot area and loading dock are to be graded to +1" of finished grade to allow vegetation growth and future flexibility in pavement installation.



NASH COUNTY NORTH CAROLINA

Nashville Business Center
Shell Building #1

18. Signage:

Yard Signage	None
Building Mounted	None

19. Building General:

Size:	150' x 270'
Bay Spacing:	50' Width X 30' Long Overall Spacing
Colors:	Owner to choose from manufacturer's standard colors

20. Stormwater / Drainage:

Stormwater Control Measure	Refer to Civil Site Plan for the specifics on the storm drainage design.
Building Drainage	Roof drains to be tied into the proposed storm drainage network proposed around the perimeter of the building.

21. Construction Testing (Geotechnical):

Concrete and proof roll:	Contractor to provide a Licensed geotechnical firm (as approved by owner) to certify proof roll and concrete footings are constructed to design standards.
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* Additional items may be found in conceptual drawings that shall be included in the bid. The design drawings and specifications are to be completed and sealed by an Architect/Engineer hired by the contractor and the Architect/Engineer is expected to inspect the project throughout construction to verify compliance with submitted designs.

Alternate 1: Exterior Walls:

Exterior Walls:	Precast tilt up panels (smooth finish) in lieu of textured metal panels (base bid)
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Alternate 2: 28' Eave Height:

Eave Height:	Provide 28' low eave height instead of 32' (base bid)
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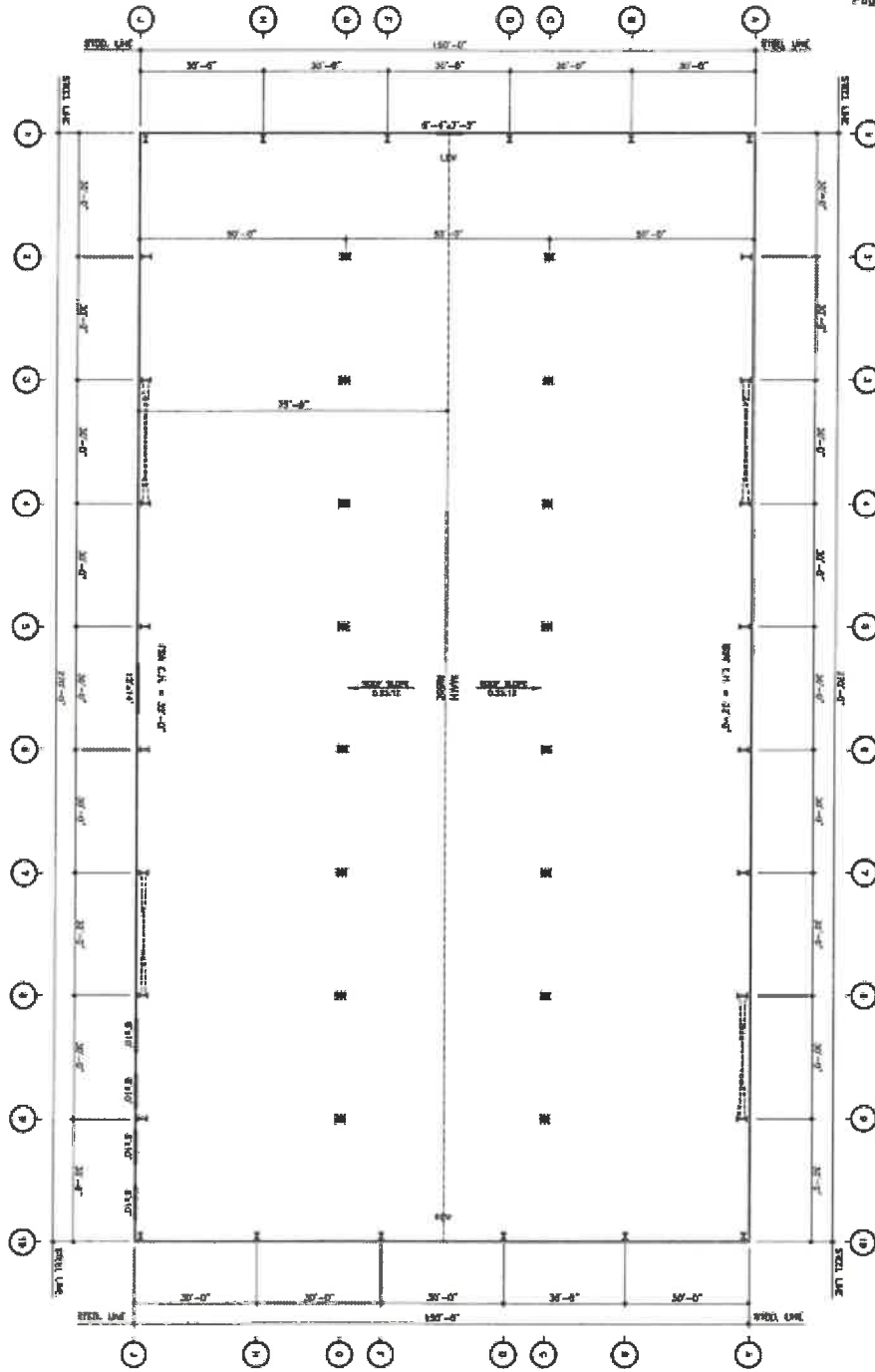
ALL DRAWINGS ARE FOR CONCEPTUAL CONSIDERATION FOR DESIGN GUIDANCE ONLY

All applicable codes, laws, rules, regulations etc, need to be accounted for in final design completed by the Architect/Engineer hired by the contractor.



Proposed Building Schematic

Page 16 of 1



Note: Site Civil Plans provided by Stocks Engineering are included as an attachment.



STANDING SEAM II PANEL SPECIFICATIONS

1. PRODUCT NAME

2. MANUFACTURER

3. PRODUCT DESCRIPTION

These standing seam panels float on a system of sliding clips that prevent damage from thermal expansion and contraction. Standing seam designs also eliminate 80% of the through fasteners found in other systems for greater weathertightness. Standing Seam II panels provide 24" width coverage with 2" high ribs - 3" including the seam. Minimum roof slope for the Standing Seam II roof panels is 1/4 to 1/2.

Basic Use: A roof covering system for new or retrofit construction.

Materials: Standing Seam II panels are available in 24 or 22 gage 50,000 psi in either G90 zinc-coated (galvanized) steel or aluminum-zinc alloy-coated (AZ50 or AZ55) steel. Pre-painted panels have American Buildings Company's SmartKote® (PVDF) or SP-COOL™ (Silicone-Polyester) Finish.

The Standing Seam II concealed clip is a two part assembly. The tab portions are 2-1/2" wide, die formed of SAE 1050 high carbon spring steel and heat treated to Rockwell 45C to 50C with fluorocarbon coating for corrosion resistance, or 301 stainless steel. The base portion of the clip is 2-1/4" or 3-1/4" (for thermal blocks) in height. It is die formed from 12 gage, zinc-coated (galvanized) steel. Total expansion capability of the clip assembly is 2-1/2". For higher uplift value requirements, optional panel clip accessory, panel to clip fastening base (SSCH), which is 16 gage zinc-coated galvanized material is available. Standing Seam II sidelaps have factory applied mastic, SikaLastomer-511 or equal. Its composition is 85% solids by weight. Service temperature range is -60°F to +220°F.

Endlaps, roof flashing laps, ridges and eave closures are sealed with tape mastic, Sika Sika-Tape TC-95 or equal. The material is non-staining, non-corrosive, non-toxic and non-volatile. Composition is 100% solid isobutylene tripolymer tape. Service temperature is -60°F to +212°F.

Caulk: Eaves, endlaps, ridge and eave closures are sealed with non-skinning butyl caulk, SikaLastomer-511 or equal. Its composition is 85% solids by weight. Service temperature range is -60°F to +220°F. All gutter and downspout joints, and roof accessories are sealed with polyurethane caulk, Sika SikaFlex 219LM or equal. It meets or exceeds Federal Specification TT-S-00230C, Type II, Class A.

All fasteners for panel to secondary framing and panel to panel will be one of the following EPDM washer head screws.

Fasteners: Roof fasteners shall be No. 14 x 1" self-drilling carbon steel screws with a molded zinc alloy hex washer head.

Standing Seam II panel clips are attached to the purlins with the following fasteners. Self-drilling screws are carbon steel No. 12 x 1-1/4" hex head, cadmium or zinc plated.

Maximum "over the purlin" insulation thickness allowed with these panels is 4" without thermal blocks and 8" with thermal blocks and tall clips.

4. TECHNICAL DATA

The Standing Seam II panel has received a Class 90 Wind Uplift rating by Underwriters Laboratories when tested in accordance with test procedure UL 580. This panel has also been tested in accordance with Air Infiltration, ASTM E1680 and Water Penetration, ASTM E1646. This panel has received a Class A fire rating when tested in accordance with test procedure ASTM E108.

5. INSTALLATION

Panels are joined at the sidelap with an interlocking seam standing one inch above the major rib. Panel sidelaps are seamed by a special mechanical seaming machine. Sidelap sealer is factory applied. Roof systems are installed by Authorized Builders.

Installation may be incorporated with a light gage structural system.

6. AVAILABILITY

For availability, contact:

7. WARRANTY

Thirty-five year material and twenty year weathertightness warranties are available.

8. MAINTENANCE

Only normal routine maintenance is required over the life of the panels.

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STANDING SEAM II PANEL SPECIFICATIONS

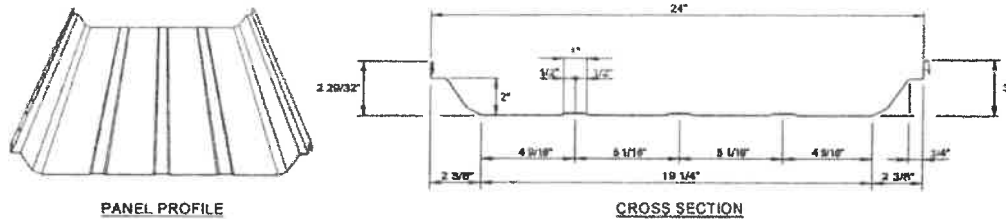
9. TECHNICAL SERVICES

For information, contact:

If insulation is not used, SSII and SS360 are no different. Under no circumstances should SSII or SS360 be used without blanket insulation between the panel and the purlin/bar joist.

10. PRODUCT NOTES

A certain amount of waviness called "oilcanning" may exist in this panel. Minor waviness of the panel is not sufficient cause for rejection, because oilcanning does not affect the structural integrity of the panel. Standing Seam Panels in general are known for their tendency to rattle in high winds.



Engineering Properties of					Standing Seam II Panel (ASD)						
Designated Gage of Steel	Steel Yield KSI	Base Metal Thick. (in.)	Total Thick. (in.)	Panel Base Metal Weight (lbs. / ft. ²)	Top in Compression			Bottom in Compression			Fb KSI
					Ix (in. ⁴ / ft.)	Sx (in. ³ / ft.)	Ma K-IN. / ft.	Ix (in. ⁴ / ft.)	Sx (in. ³ / ft.)	Ma K-IN. / ft.	
24 Ga.	50	0.0225	0.0241	1.13	0.277	0.112	3.36	0.129	0.079	2.37	30
22 Ga.	50	0.0300	0.0316	1.50	0.372	0.163	4.59	0.180	0.108	3.24	30

Gage of Panel	No. of Spans	Load Type	Maximum Total Uniform Load in PSF													
			Span Lengths, Ft.													
			1.50	2.00	2.50	3.00	3.50	4.00	4.50	5.00						
24 Ga.	1	POS	995 B	560 B	358 B	249 B	183 B	140 B	111 B	90 B						
	2	POS	549 B+S	339 B+S	228 B+S	163 B+S	122 B+S	95 B+S	75 B+S	61 B+S						
	3	POS	634 B+S	401 B+S	274 B+S	196 B+S	149 B+S	116 B+S	93 B+S	76 B+S						
	4	POS	608 B+S	381 B+S	259 B+S	187 B+S	140 B+S	109 B+S	87 B+S	71 B+S						
22 Ga.	1	POS	1360 B	765 B	490 B	340 B	250 B	191 B	151 B	122 B						
	2	POS	793 B+S	481 B+S	320 B+S	227 B+S	169 B+S	131 B+S	104 B+S	85 B+S						
	3	POS	928 B+S	576 B+S	368 B+S	278 B+S	208 B+S	161 B+S	129 B+S	105 B+S						
	4	POS	886 B+S	545 B+S	366 B+S	261 B+S	195 B+S	151 B+S	121 B+S	98 B+S						

- The panels are checked for bending (B), shear (S), combined bending and shear (B+S) and deflection (D). The controlling check is noted in the table. Deflection is limited to span/60.
- Section Properties are calculated in accordance with the 2012 North American Specification for the Design of Cold-Formed Steel Structural Members.
- Minimum yield strength of 24 and 22 gage steel is 50,000 psi.
- Steel panels are either aluminum-zinc alloy or G-90 coated. The base metal thickness is used in determining section properties.
- Positive load (POS) is applied inward toward the panel supports and is applied to the outer surface of the full panel cross-section.



TEXTURE INSULATED PANEL SPECIFICATIONS

1. PRODUCT NAME

2. MANUFACTURER

Insulated panels shall be supplied by:

3. PRODUCT DESCRIPTION

These flat profile wall panels provide 40" of coverage in four foam core thickness options; 2" 2 1/2", 3" or 4".

Basic Use: Insulated Adobe Texture™ panels, a steel clad factory insulated wall covering system, installed with related accessories and trims, create an air and water tight wall system.

Materials: The exterior metal substrate is an Texture 26 gage, G90 zinc-coated (galvanized) steel. Pre-painted exterior panels have American Buildings Company's 30 year SmartKote® (PVDF) finish with a total dry film thickness of 1.0 mil including primer. The lightly embossed plank profile interior liner is pre-painted Imperial White, 26 gage G60 Galvanized or AZ35 Galvalume, steel coated with a 20 year polyester finish and a dry film thickness of 1.0 mil including primer.

The continuously foamed in place panel core is Class 1 rigid polyisocyanurate (polyurethane) foam meeting the physical properties listed under section 4 G.

Sealants: Tape mastic shall be non-staining, non-corrosive, non-toxic and non-volatile, Sika Sika-TapeTC-95 or equal. Composition is 100% solid isobutylene triopolymer tape with a service temperature of -60°F to +212°F required as indicated on the erection drawings. Butyl caulk sealant shall be Schnee-Morehead 5430 or equivalent with a service temperature of -60°F to +200°F.

Fasteners: All wall fasteners shall be per the following.

A. Unexposed self-drilling screws attaching through the cut panel to secondary support material at corners, jambs and header type connections shall be carbon steel No. 14 hex head TEK fasteners, required length will vary with panel thickness. These fasteners will be covered by the appropriate flashings.

B. Unexposed fasteners connecting secondary to secondary material that will lie between the panel and secondary members shall be No. 10 x 1" self-drilling pan head screws zinc plated. These electro zinc plated fasteners shall be clear or yellow chromate coated

C. Unexposed self-drilling screws with washer clip attaching at panel side joint through to the secondary support members shall be carbon steel No. 14 hex head TEK fasteners with washers, required length will vary with panel thickness.

D. Exposed standard wall fasteners for panel to trim attachment shall be No. 14 x 3/4" self-drilling carbon steel screws. Standard wall fasteners shall have a corrosive resistant coating over zinc plating.

4. TECHNICAL DATA

A. The Insulated Texture wall panel's ability to withstand positive and negative design loads verified by testing in accordance with the ASTM E 72 Vacuum Chamber Method the standard deflection criteria is L/180.

B. Thermal properties have been verified by actual tested values in accordance with the ASTM C 518 steady state thermal transmission test method. Aged K Factor did not exceed .14 @ 75°F mean temperature or .13 @ 40°F mean temperature.

C. Weather-tightness of the insulated panel system tested and verified by the ASTM E 283 air infiltration method and the ASTM E 331 water penetration method. Air leakage did not exceed 0.01 CFM per square foot of wall area at a pressure differential of 12.0 psf. Water leakage was not observed at the panel joint at a pressure differential less than 6.27 psf.

D. The panel has a Factory Mutual Class 1 Approval for wall and roof/ceiling construction in accordance with the full scale FM 4880 test program with no height restriction.

E. The panel has a Factory Mutual Class 1 Exterior Wall System Approval for Windstorm in accordance with FM 4881.

F. Panel core flame spread maximum of 25 and smoke developed maximum of 450 as tested in accordance with ASTM E 84 test method.

G. The polyisocyanurate (polyurethane) foam core meets or exceeds the following physical properties:

- Compressive strength: 25 psi
- Density (in-place): 2.1-2.5 pcf
- Shear Strength: 28-32 psi
- Closed Cell Content: 95%
- Dimensional Stability: 14 day aged (ASTM D 2126)
-20°F < 1% chg, Dry Heat 158°F, < 1% chg, Humid Heat 158°F

5. QUALITY PANEL INSTALLATION

The contractor/installer shall examine the alignment of the framing before installing the insulated panels. The steel shall be aligned to the tolerances established in the AISC code of standard practices, section 7, and the supplemental modification control section 7.11.3, adjustable items. The maximum deviation of steel alignment shall be limited to -0 to 3/16" from the control with a 1/8" maximum change in deviation for any member of any
...continued



TEXTURE[®] INSULATED PANEL SPECIFICATIONS

10'-0" run of panel. The erector shall not proceed with installation if the steel framing is not within the specified tolerances. The face of all structural members to which the panels are attached must be in the same vertical plane, flat and free of obstructions such as weld marks or bolt heads.

The Insulated Adobe Texture™ panels shall be erected in accordance with American Buildings Company's Insulated Panel Product Manual, approved drawings and building erection details, by an American Buildings Company Authorized Builder using proper tools and equipment.

6. AVAILABILITY

For availability, contact:

7. WARRANTY

Material warranties are available.

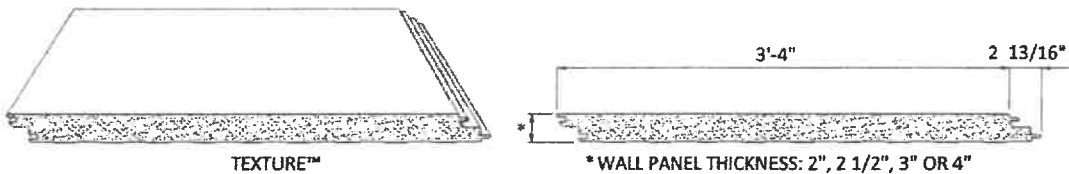
8. MAINTENANCE

Only normal routine maintenance is required over the life of the panels.

9. TECHNICAL SERVICES

For information, contact:

10. PRODUCT NOTES



		ALLOWABLE LOAD FOR ALL WALL PANELS (PSF) BASED ON L/180 DEFLECTION															
		SPAN (FT)															
PANEL THICKNESS	PANEL WEIGHT																
		SIMPLE SPAN (FT)								MULTIPLE SPAN (FT)							
(IN)	(PSF)	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0
2"	2.22	68	49	37	29	23	19			94	70	54	43	35	29	24	20
2.5"	2.34	82	60	45	35	28	23	19		109	82	64	51	41	34	29	24
3"	2.41	96	70	53	41	33	27	22	19	125	94	74	59	48	40	33	28
4"	2.62	131	95	72	56	45	37	31	26	156	119	94	76	63	53	45	38
5"	2.82	138	101	82	61	49	40	33	28	169	128	100	81	66	55	47	40
6"	2.98	148	110	89	66	53	44	37	31	177	135	106	86	71	59	50	43

- Notes:
- 1) Spans shown are based on transverse load testing of the panels per ASTM E-72. Thermal effect due to temperature differentials have not been considered.
 - 2) Loads shown do not include a check of attachment to the supports. Attachment requirements will vary based on project wind load requirements.



NASH COUNTY NORTH CAROLINA

Nash County NC 97 Industrial Park
Shell Building #1

STANDARD WEATHER TIGHTNESS LIMITED WARRANTY

Contractor:

Owner:

Address:

City:

State:

Square Feet of Roof Area:

Panel Type & Color:

Job Number:

Effective Date:

Warranty Term: 20-Years

Expiration Date:

Roof Curbs Included:

Decktites Curbs Included:

Subject to the provisions of this Warranty, the Manufacturer and the Contractor warrant the Manufacturer's roof system from leaks for the above stated Warranty Term and agree to repair or stop any roof leaks in the building identified above arising under normal weather and atmospheric conditions. The "Effective Date" shall be as set forth above. THIS WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS, LIMITATIONS AND EXCLUSIONS.

1. This Warranty applies only to repair of leaks attributable to defects in the "roof weathering membrane" (as defined herein) and excludes a warranty of materials from defects in design, composition or fabrication except to the extent that such defects cause leaking. Any claims for materials defects are covered only by any Exterior Material and Finish Warranty(s) issued to the owner. As used herein, the term "roof weathering membrane" includes only roof panels, fasteners, connectors, roof securement components and assemblies, roof flashings, elastic penetration flashings, curbs, skylights, mastic, closures, and sealants as provided by the Manufacturer.
2. This Warranty does not cover roof damage and/or leakage attributable to any of the following:
 - (a) Deterioration caused by marine (salt water) atmospheres, regular spray of either salt or fresh water, or constant exposure of either salt or fresh water. As used herein, "constant exposure to water" includes standing water caused by inadequate roof drainage or condensation caused by inadequate vapor barrier installed in the building.
 - (b) Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, paper plants, fertilizer manufacturing, animal waste, and similar sources of corrosive vapors and gases.
 - (c) Deterioration caused by corrosive fumes or condensates of harmful substances generated or released inside the building.
 - (d) Leaks caused by interior valley gutters, dead end valleys, exterior gutters, and downspouts.
 - (e) Leaks caused by infiltration of water from items such as, but not limited to, ventilation ducts and hoods, HVAC equipment, communications and electrical penetrations, and plumbing vents and piping, where the point of infiltration is beyond the outermost connection of the warranted penetration connection.
 - (f) Leaks caused by improper masonry, improper attachment of flashing to masonry, or similar improper connection to structures and materials not provided by the Manufacturer. Leaks originating at the interface of materials supplied by the Manufacturer and materials supplied by others are specifically excluded.
 - (g) Leaks caused by skylights, flashing, roof curbs, roof panels, or any other material or product **not** supplied by the Manufacturer. Leaks originating at the interface of materials supplied by the Manufacturer and materials supplied by others are specifically excluded.
 - (h) Damage caused by workmen performing their duties on the roof, or equipment, mechanical systems, or other property placed on or attached to the roof system.



NASH COUNTY NORTH CAROLINA

Nash County NC 97 Industrial Park
Shell Building #1

- (i) Leaks caused by roof penetrations, openings or attachments not designed or not provided by the Manufacturer. Leaks originating at the interface of materials supplied by the Manufacturer and materials supplied by others are specifically excluded.
 - (j) Damage caused by acts of God, severe winds, and loads of snow, ice or hail exceeding the specified design loads in the purchase order.
 - (k) Any roof penetrations or roof curb that is not properly supported using a roof curb structural support package that allows for proper roof movement.
 - (l) Leaks or damage arising from modifications or alterations to the roof system or addition of equipment, signs, structures or utilities upon or attached to the roof system by the Owner or other contractor after completion of the roofing system by the Contractor.
 - (m) Deterioration caused by water runoff from lead or copper flashings or areas in metallic contact with lead or copper flashings.
 - (n) Deterioration caused by condensate runoff from mechanical systems such as HVAC equipment or similar devices containing copper or lead.
 - (o) If panels or other components are installed in a manner that does not permit the water to drain from all roof surfaces.
 - (p) Any other cause beyond the control of the Manufacturer.
3. This Warranty shall be valid only if the roofing system is erected and installed strictly in accordance with (1) The Manufacturers' engineering plans, specifications and details; (2) all applicable erection standards and procedures regularly published by the Metal Building Manufacturer's Association; and (3) current erection manuals or installation instructions issued by the Manufacturer. Any modification of or deviation from the Manufacturers' specified materials, products, or specified erection procedures without the prior written consent of an officer of the Manufacturer will void this Warranty, including but not limited to deviations during initial construction, final completion or post completion repair. This Warranty applies only to roof systems erected on structural materials supplied by or expressly approved by the Manufacturer. Inspection by Manufacturer shall not be deemed to waive or approve any latent installation deficiencies and errors for which Contractor shall continue to be responsible for proper installation of the roof system.
4. UPON THE CONTRACTOR'S REQUEST, THE MANUFACTURER SHALL MAKE ONE ON SITE VISUAL INSPECTION OF THE ROOF WEATHERING MEMBRANE, AND PROVIDE THE CONTRACTOR A REPORT DOCUMENTING ANY DEFICIENCIES OR VARIATIONS FROM SECTION 3 ABOVE WHEN RECOGNIZED THROUGH VISUAL INSPECTION. **THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE INSTALLATION OF THE ROOFING SYSTEM IN ACCORDANCE WITH SECTION 3 ABOVE AND THE REPAIR OF ANY DEFICIENCIES OR VARIATIONS TO THE ROOFING SYSTEM IN ACCORDANCE SECTION 3 ABOVE.** THE MANUFACTURER SHALL HAVE NO LIABILITY FOR REPAIR OR REPLACEMENT IF UPON INVESTIGATION OF A WARRANTY CLAIM THE MANUFACTURER REASONABLY DETERMINES THE FAILURE OR CLAIM IS DUE TO IMPROPER ERECTION OR INSTALLATION, MODIFICATION OR DEVIATION FROM PROSCRIBED ERECTION SPECIFICATIONS OR STANDARDS. OWNER ACKNOWLEDGES THAT CONTRACTOR IS SOLELY RESPONSIBLE FOR ERECTION OF THE ROOF SYSTEM AND WAIVES ANY CLAIMS OR DEMANDS AGAINST MANUFACTURER FOR FAILURES OR CLAIMS ARISING FROM IMPROPER ERECTION OR INSTALLATION.
5. During the term of this Warranty the Owner shall perform routine inspections and maintenance in accordance with the Manufacturer's Preventative Maintenance Manual in effect at the Effective Date of this Warranty, the provisions and requirements of which are incorporated herein by reference. Owner shall maintain records of maintenance and inspections that shall be made available to the Manufacturer and Contractor upon request. If roof leaks are determined to be caused by the Owner's failure to perform routine maintenance and inspection to the roof system in accordance with the Preventative Maintenance Manual, or otherwise exercise reasonable care for the protection and maintenance of the roof system, this Warranty will terminate, be void and the Manufacturer shall have no liability to Owner under this Warranty. Additionally, if upon investigation it is determined that remedial repairs have been performed inconsistent with the Manufacturer's erection plans, specifications and details the Warranty will terminate, be void and Manufacturer shall have no liability to the Owner under this Warranty. The Manufacturer reserves the right to inspect the roofing system upon reasonable notice to the owner, and the owner agrees to provide access to the building and roofing system to the Manufacturer.
6. This Warranty is limited to products of the Manufacturer, which are sold and erected within the contiguous United States and Canada.
7. If this Warranty is issued in conjunction with the purchase of Manufacturer's standard building or roofing system components without a designed metal building or roofing system being provided by Manufacturer, this Warranty excludes and will not apply to any leaking or failure caused, in whole or in part, by improper design, specification, selection or coordination of the building system components by Purchaser, or Purchaser's customers, agents, representatives, contractors, or design professionals.



NASH COUNTY NORTH CAROLINA

Nash County NC 97 Industrial Park
Shell Building #1

SUBJECT TO THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN, THE MANUFACTURER' LIABILITY UNDER THIS WARRANTY FOR LABOR AND/OR MATERIALS SHALL BE "NO DOLLAR LIMIT" MAXIMUM LIABILITY. THE MANUFACTURER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOST RENT, DAMAGE OR LOSS TO THE BUILDING, ITS CONTENTS OR OTHER PROPERTY, EITHER PURSUANT TO THIS AGREEMENT, OR BY REASON OF ANY OTHER CAUSE OR CLAIM, INCLUDING NEGLIGENCE, STRICT LIABILITY, WARRANTY, BREACH OF CONTRACT, OR OTHER CAUSE OF ACTION. IN ALL INSTANCES, THE MANUFACTURER SHALL HAVE THE RIGHT TO APPROVE OR NEGOTIATE ANY CONTRACT FOR REPLACEMENT OR REPAIR.

WARRANTY RESPONSIBILITY AND PERFORMANCE: In the event of the occurrence of leaking within the time periods indicated from the Effective Date, the Manufacturer and Contractor must be notified in writing within thirty (30) days of such occurrence. The Manufacturer will then examine the roof, or cause it to be examined. Failure to give such timely notice shall discharge and waive any claim pursuant to this agreement. If, in the Manufacturer' reasonable judgment, leaking has occurred which is covered by the terms of this Warranty, the Manufacturer and Contractor will provide replacement material or repair material, including installation and labor, to correct the leaks in accordance with the following provisions of this Warranty:

- (a) The Contractor will provide all labor, services, materials, and supplies to repair or correct leaks at Contractor's expense during the Initial Warranty Period and any extension of the Initial Warranty Period. The Initial Warranty Period shall be the first two (2) years from the Effective Date and shall be extended until such time that the roof system has been leak free for a period of (24) consecutive months. The Contractor shall have the sole responsibility to correct all leaks arising from erection and/or installation deficiencies in the roof weathering membrane for the entire duration of the 20 year warranty period.
- (b) After the Initial Warranty Period, the Manufacturer shall provide all labor, services, materials, and supplies to repair or correct leaks not associated with installation or erection deficiencies at the Manufacturer' expense, subject to the limitations herein.

The Owner covenants and agrees that during the term of this Warranty, the Owner shall procure, maintain and keep in force, property, casualty, and liability insurance to protect against all insurable losses, and to the full extent that such insurance is available, waives any and all rights of subrogation, including without limitation, legal, equitable and contractual claims, against the Manufacturer for losses covered by such insurance, whether based upon any cause of action, including, but not limited to, tort, contract, warranty or strict liability.

The Owner agrees that during the term of this Warranty only the Contractor shall be responsible for performance of repairs both within Initial Warranty Period and thereafter as to any portions of the roof system which were improperly installed, or as otherwise set forth as the Contractor's responsibility under the terms of this Limited Warranty.

This Warranty is intended for the sole benefit of the original Owner named above, and is not transferable or assignable. This Warranty will automatically terminate and become void upon the sale, transfer or conveyance (except to secure debt) of the products or building or property on which the products are erected. There are no other parties or intended beneficiaries to this Warranty. This Warranty constitutes the entire agreement of the parties and may not be modified, amended or supplemented except by written agreement signed by the parties. Any consents, waivers, or approvals required of the Manufacturer shall be effective only if in a written instrument signed by a duly authorized representative of the manufacturer.

This Warranty will not be effective and binding on the Manufacturer until (1) payment in full for the products has been received by the Manufacturer; (2) the Warranty has been signed by a duly authorized representative of the Manufacturer; (3) the Warranty has been signed by the Contractor and (4) a copy of this Warranty has been accepted and signed by the owner and returned to the Manufacturer within ninety (90) days of the Manufacturer's signature date on this warranty.

This Warranty shall be governed by and construed in accordance with the laws of the State of Alabama.



NASH COUNTY NORTH CAROLINA

Nash County NC 97 Industrial Park
Shell Building #1

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE MANUFACTURER AND CONTRACTOR MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR DOES THE MANUFACTURER OR CONTRACTOR MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, COPYRIGHTS OR TRADEMARKS WITH RESPECT TO THE MATERIALS.

THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM DEFECTIVE GOODS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF.

By: _____

Its: _____

Date: _____

Contractor: _____

Owner: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Sample



NASH COUNTY NORTH CAROLINA

Nashville Business Center
Shell Building #1

BID FORM SINGLE PRIME GENERAL CONTRACTOR

New Facility for: Nashville Business Center Shell Building #1 Bidder: _____
Date: _____

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal of principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that he has examined the site of the Work and the Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The bidder proposes and agrees if this Proposal is accepted to contract with Nash County, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of the shell building for Nash County at the Nashville Business Center, in full accordance with the plans, specifications, and contract documents, to the full and entire satisfaction of Nash County with a definite understanding that no money will be allowed for extra work except as agreed by Nash County.

Base Bid:

Building with 32' low eave and textured panels Dollars: \$ _____

Alternate 1:

Building with 32' low eave and insulated precast panels Dollars: \$ _____

Alternate 2:

Building with 28' low eave and textured panels Dollars: \$ _____

Building with 28' low eave and insulated precast panels Dollars: \$ _____

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

GENERAL CONTRACT:

Unit Price No.1: CABC (Unit) ton Unit Price \$ _____ Unit Price No.3: Mass Rock (Unit) Cu Yd Unit Price \$ _____
Unit Price No.2: Undercut In/Out (Unit) Cu Yd Unit Price \$ _____

SUBCONTRACTORS:	NAME/LICENSE NO.	CONTRACT SUM
Site Subcontractor		
Electrical Subcontractor		

Nash County has a 10% MBE/DBE goal. Failure to reach this goal will not disqualify the bidder for this project. Minority Business Participation forms in your Bid Package shall be completed showing good faith efforts to solicit MBE/WBE firms.

SCHEDULE

The Bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in the Notice to Proceed; and shall fully complete all work to Substantial Completion within 300 consecutive calendar days from date of commencement established in the Notice to Proceed. Fifteen additional days will be given to complete punchlist items.

The undersigned further agrees that in the case of failure on his part to execute the said contract performance and payment bond within ten (10) consecutive calendar days after the Notice of Award was delivered, the check, cash or bid bond accompanying this bid shall be paid into the funds of the Owner's account set aside for the project, as liquidated damages for such failure; otherwise the check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Attach certified check, cash or bid bond to this proposal.

Respectfully submitted this ____ day of ____ 20____.

Name of firm or corporation making bid _____

WITNESS:

Proprietorship or Partnership

By: _____

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

Address: _____

License No: _____

Federal ID No: _____

(Corporate Seal)
ATTEST:

By: _____

Title: _____
(Corporate Secretary or Assistant Secretary Only)

Addenda received and used in computing bid:

- Addendum No 1: _____
- Addendum No 2: _____
- Addendum No 3: _____

For All Official Notices:

Name and Title

Name of Firm/Corporation

Street Address, City, State and Zip

Telephone and Fax Numbers

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 business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

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

The total value of minority business contracting will be (\$)_____.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts) Contacted 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 providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts) Broken 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 provide assistance in recruitment of minority businesses.
- 5 – (10 pts) Attended prebid 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, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's 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 on 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 firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(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: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

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

County of _____

Affidavit of _____

(Name of Bidder)

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 and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority 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 _____

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

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 GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

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

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

_____ (Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend 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

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

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

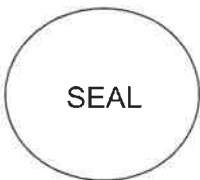
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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 _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

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 his good faith efforts:

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

_____ (Project Name)

Project ID# _____ 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 sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

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

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

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms 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, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(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.

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 _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____



NASH COUNTY
NORTH CAROLINA

NASHVILLE BUSINESS CENTER
Shell Building #1

CONSTRUCTION AGREEMENT

FOR

NASHVILLE BUSINESS CENTER SHELL BUILDING #1
RFP# 2024-007-03-4920

THIS AGREEMENT, made as of the __ day of __, 2024, by and between __ a corporation, hereinafter called the Contractor, and Nash County, a body corporate and politic and a political subdivision of the State of North Carolina, hereinafter called the Owner.

WITNESSETH:

That the Contractor and the Owner, for the consideration herein named, agree as follows:

1. SCOPE OF WORK - The Contractor shall furnish and deliver all of the materials, and perform all of the work required by this Agreement and the following enumerated documents, which are attached hereto and made a part hereof as if fully contained herein: Complete Bid Package, General Requirements, Specifications Summary, Engineered Civil Site package, Conceptual Drawings entitled "NASHVILLE BUSINESS CENTER shell building in Nashville, NC", Performance Bond, Labor and Material Payment Bond, Insurance Certificates, permits and the following addenda:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

All of the documents listed, referenced or described in this paragraph, together with Modifications made or issued in accordance herewith are the Contract Documents, and the permitting, engineered design, drawings, labor, materials and completed construction required by the Contract Documents and all parts thereof is the Work. The Contractor shall perform the Work in the time, manner and form required by the Contract Documents. The Contract Documents constitute the entire agreement between Owner and Contractor.

2. The Contractor agrees to commence work not later than three (3) days after the commencement date specified in the Notice to Proceed. The Contractor agrees to complete fully all Work hereunder on the dates specified in the Contract Documents, as may be adjusted in accordance with the terms thereof. Time is of the essence with respect to all dates specified in the Contract Documents as Completion Dates. Liquidated damages for failure(s) to complete in accordance with the provisions of this paragraph shall be computed and assessed against the Contractor in accordance with the Contract Documents.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, and the Contractor hereby agrees to perform all of the Work, for the sum of _____ Dollars (\$_____) in the lawful money of the United States, subject to adjustments as provided for in the Contract Documents. Payment of the Contract Price shall be in accordance with the Contract Documents.

4. It is further mutually agreed between the parties hereto that if at any time after the execution of this Agreement and the Performance Bond and Labor and Material Payment Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such Bonds to be unsatisfactory, or if, for any reason, such Bonds or either of



NASH COUNTY NORTH CAROLINA

NASHVILLE BUSINESS CENTER
Shell Building #1

them cease to be adequate to cover the performance of and payment for the Work, the Contractor shall, at its expense, within five (5) days after notice from the Owner so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of or payment for the Work shall be furnished in a manner and form satisfactory to the Owner.

5. Terms used in this Agreement which are defined in the Contract Documents shall have the meanings designated in those Contract Documents.

6. The laws of the State of North Carolina shall apply to the interpretation and enforcement of this Agreement. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Nash County, North Carolina, or the United States District Court sitting in Nash County, North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and date first above written in a number of counterparts, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

CONSTRUCTION AGREEMENT

Contractor: (Trade or Corporate Name)

By: _____

ATTEST: (CORPORATION)

Title: _____
(President)

By: _____

Date: _____

Title: _____
(Corporate Secretary)

(CORPORATE SEAL)

WITNESS:

(Proprietorship or Partnership)



NASH COUNTY
NORTH CAROLINA

NASHVILLE BUSINESS CENTER
Shell Building #1

NASH COUNTY

120 W. Washington Street, Suite 2004
Nashville, N.C. 27856

Stacie Shatzer
County Manager

Date: _____

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

Donna Wood
Finance Director of Nash County

Date: _____

This instrument is approved as to Form.

Mike Gaynor
Nash County Attorney

Date: _____



NASH COUNTY
NORTH CAROLINA

NASHVILLE BUSINESS CENTER
Shell Building #1

PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal:
(Contractor) _____

Name of Surety: _____

Name of Contracting Body: County of Nash
120 W. Washington Street
Suite 2004
Nashville, N.C. 27856

Amount of Bond: _____ Dollars (\$ _____)

Project: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named owner, hereinafter called "Owner", in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with the Owner identified as shown above and hereto attached:

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the Work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.



NASH COUNTY
NORTH CAROLINA

NASHVILLE BUSINESS CENTER
Shell Building #1

PAYMENT BOND

Executed in three (3) Counterparts.

CONTRACTOR:

By: _____

Date: _____

Title: _____

(Corporation President or
Vice President Only)

ATTEST: (Corporation)

(Corporation Secretary or Assistant
Secretary Only)

(CORPORATE SEAL)

SURETY COMPANY:

WITNESS: By: _____

(Attorney in Fact)

Title: _____

(SURETY CORPORATE SEAL)

COUNTERSIGNED:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address



NASH COUNTY NORTH CAROLINA

NASHVILLE BUSINESS CENTER
Shell Building #1

PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal:
(Contractor) _____

Name of Surety: _____

Name of Contracting Body: County of Nash
120 W. Washington Street
Suite 2004
Nashville, N.C. 27856

Amount of Bond: _____ Dollars (\$ _____)

Project: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with the Contracting Body, identified as shown above and hereto attached:

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its countersigned representative, pursuant to authority of its governing body.



NASH COUNTY
NORTH CAROLINA

NASHVILLE BUSINESS CENTER
Shell Building #1

PERFORMANCE BOND

Executed in three (3) Counterparts.

CONTRACTOR:

By: _____

Title: _____
(Corporation President or
Vice President Only)

Date: _____

ATTEST: (Corporation)

(Corporation Secretary or Assistant
Secretary Only)

(CORPORATE SEAL)

SURETY COMPANY:

WITNESS: By: _____

(Attorney in Fact)

Title: _____

(SURETY CORPORATE SEAL)

COUNTERSIGNED

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address



NASH COUNTY
NORTH CAROLINA

NASHVILLE BUSINESS CENTER
Shell Building #1

NOTICE OF AWARD

Date: _____

TO: _____

ADDRESS: _____

PROJECT: Pre-Engineered Building for Nashville Business Center Shell Building #1

OWNER'S CONTRACT NO. _____

CONTRACT FOR: Nashville Business Center Shell Building #1
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated _____, 2024, for the above Contract has been considered. You are the apparent Successful Bidder and are being awarded a contract for the construction of a pre-engineered building for the purposes of a shell building, to be used in future economic development and completed at a future date to be determined.

The Contract Price of your contract is ___(\$___), as indicated in your Bid Proposal.

Three (3) copies of each of the proposed Contract Documents accompany this Notice of Award. There are _____(_____) drawings for this Contract.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by _____, 2024.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Construction Agreement including all the Contract Documents. Each of the Contract Documents must bear your initials on the lower right and your signature on pages 3, 5 and 7.
2. You must deliver with the executed Agreement the Contract Security and Insurances (Bonds and Insurances) as specified.
3. (List other conditions precedents).
 - List Nash County as an additional insured on insurance certificate.
 - Failure to comply with these conditions within the time specified entitles OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.
 - Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Nash County
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)
County Engineer
(TITLE)

Date: _____

ACCEPTANCE OF AWARD

(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)



NASH COUNTY
NORTH CAROLINA

NASHVILLE BUSINESS CENTER
Shell Building #1

NOTICE TO PROCEED

Date: TBD

TO: _____
(CONTRACTOR)

ADDRESS: _____

PROJECT: Construction of a pre-engineered building for the purposes of a shell building, to be used in future economic development and completed at a future date to be determined.

OWNER'S CONTRACT NO. _____

CONTRACT FOR Nashville Business Center Shell Building #1
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on TBD. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the dates of Substantial Completion (Certificate of Occupancy delivered), and completion and readiness for Final Payment are TBD and TBD.

Before you may start any Work at the site, you must deliver to the Owner certificates of insurance and any other required documents in accordance with the Contract Documents.

An executed original copy must be returned to the owner.

Nash County
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)
County Engineer
(TITLE)

ACCEPTANCE OF AWARD

(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

(DATE)

STATE OF NORTH CAROLINA
 COUNTY SALES AND USE TAX REPORT
 SUMMARY TOTALS AND CERTIFICATION

CONTRACTOR: _____ Page 1 of _____

PROJECT: _____ FOR PERIOD: _____

	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL ALL COUNTIES
CONTRACTOR						
SUBCONTRACTOR(S)*						
COUNTY TOTAL						

* Attach subcontractor(s) report(s)

** Must balance with Detail Sheet(s)

I certify that the above figures do not include any tax paid on supplies, tools and equipment which were used to perform this contract and only includes those building materials, supplies, fixtures and equipment which actually became a part of or annexed to the building or structure. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

Sworn to and subscribed before me,

This the _____ day of _____, 20_____
 _____ Signed

 Notary Public
 My Commission Expires: _____

 Print or Type Name of Above

Seal
 NOTE:
 This certified statement may be subject to audit.

STATE OF NORTH CAROLINA
SALES AND USE TAX REPORT DETAIL

CONTRACTOR: _____

Page 2 of _____

SUBCONTRACTOR _____

FOR PERIOD: _____

PROJECT: _____

PURCHASE DATE	VENDOR NAME	INVOICE NUMBER	TYPE OF PROPERTY	TAXABLE INVOICE TOTAL	STATE TAX PAID	COUNTY TAX PAID	COUNTY OF SALE *
				TOTAL:			

* If this is an out-of-state vendor, the County of Sale should be the county to which the merchandise was shipped.

**NASH COUNTY
NORTH CAROLINA
CONTRACT CHANGE ORDER**

ORDER NO.
DATE
STATE
COUNTY

CONTRACT FOR _____
OWNER _____

To _____
(Contractor)
You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
	\$	\$
TOTALS	\$ 0.00	\$ 0.00
NET CHANGE IN CONTRACT PRICE	\$	\$

JUSTIFICATION:

The amount of the Contract will be (Decreased) (Increased) By The Sum Of: _____ Dollars (\$ _____).

The Contract Total Including this and previous Change Orders Will Be: _____ Dollars (\$ _____).

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged) : _____ Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____		_____
	<i>(Owner)</i>	<i>(Date)</i>
Recommended _____		_____
	<i>(Owner's Architect/Engineer)</i>	<i>(Date)</i>
Accepted _____		_____
	<i>(Contractor)</i>	<i>(Date)</i>
Approved by Agency _____		_____
	<i>(Name and Title)</i>	<i>(Date)</i>

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-01042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.