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## **PURPOSE OF BID PACKAGE MANUAL**

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**Daniels and Daniels Construction Company, Inc.'s Bid Package Manual serves to complement the drawings and specifications for this project and to assist in ensuring complete scope specific proposals can be assembled by all subcontractors. This manual is for the use of prequalified and invited subcontractors and vendors in submitting proposals to Daniels and Daniels Construction Company, Inc. (Construction Manager) for construction of the project.**

**It is critical that all Subcontractors and Vendors carefully review this manual in its entirety to ensure their compliance with the Proposal requirements.**

### **DEFINITIONS**

Throughout this Bid Package Manual, it shall be understood by all parties that the following definitions apply:

Contractor – Daniels and Daniels Construction Company, Inc. (Construction Manager)

Subcontractor - Subcontractors and Vendors

Furnish - to supply or give.

Install - to place, establish or fix in position.

Provide - To Furnish and Install

Bid Documents - This Bid Package Manual including the Drawings and Specifications listed herein.

Modifications to the Bid Documents will be made by Addendum.

## CONTRACTING DOCUMENTS

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### A. LETTER OF INTENT

To expedite the work, the successful Subcontractors and Vendors for some/all of the Bid Packages may be issued letters of intent prior to issuance of their Subcontracts. Upon receipt of same, the Subcontractors or Vendors will proceed immediately with administrative work, including shop drawings, scheduling, project meetings, material procurement, submission of bonds and insurance certificates, and any other actions necessary to initiating the work to adhere to the project schedule requirements.

### B. SUBCONTRACT

Daniels and Daniels Construction Company, Inc. was selected by the Owner and its representatives to serve as its Construction Manager for this project. Subcontractors and Vendors will enter into a contractual relationship with Daniels and Daniels Construction Company, Inc. not the Owner. The relationship will essentially be a typical Construction Manager - Subcontractor relationship. A copy of the Subcontract that Subcontractors will be required to execute and a copy of the Purchase Order each Vendor will be required to execute are included in this manual as Subcontractor Document Exhibits. After selection of a particular Subcontractor or Vendor, the following will be added to the attached Subcontract or Purchase Order: 1) defined scope of work, 2) Subcontract amount, 3) scheduling information, and 4) contract document list.

In submitting a Proposal, each Bidder affirms that the Bidder will execute the Subcontract without additions, deletions, or modifications to its content. Note that each Subcontractor and Vendor will be contractually bound to the Contractor. Subcontractor and Vendor obligations to the owner will be the same as those of the Contractor. Also note this Bid Package Manual and the separately issued project manual are intended to be complementary. In the event of conflicts between these documents, the most stringent, as determined by the Contractor, will take precedence.

The last two sentences in the paragraph above are intended to eliminate all opportunities for bidders to omit scope items from their bid because they have found an indication within the bidding documents that the same scope is to be by another entity. If any particular item is required by a bidder in either this Bid Package Manual, the Drawings, the Specifications, or any other supplemental bidding/contracting document, then the bidder must include such scope in its bid whether another document states something to the contrary, for this is the most stringent interpretation.

All conflicts or contradictions found by bidders during their study of the documents should be reported to the Contractor prior to the deadline for questions as this is the only way such interpretive competitive advantages can be made level for all bidders.

At any time after the bid, should a conflict/contradiction in the documents exist between multiple Bidders resulting in double coverage, each Bidder involved will be required to provide a credit. The lowest credit will retain the scope within its contract and the higher credits will be taken by deductive change order.

### C. SUBCONTRACTOR DOCUMENT EXHIBITS

Subcontractor Document Exhibits have been included at the end of this manual.



All bonds executed in connection with the project must be executed by an Attorney-in-Fact in the project state on behalf of a Surety Company licensed to do business in the project state.

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**Selection Considerations:** In that the bid documents do not represent a final set of contract documents for the entire project, the following outlines the procedures that will be employed to select the appropriate Subcontractors with whom to proceed. To be considered, Proposals must be made in accordance with these Selection Considerations:

1. Proposals must be prepared to be all encompassing so that all items of work necessary for a complete and functioning result for the trade area(s) involved will be included (even if not fully indicated on the bid documents).
2. Please recognize that Proposals will be analyzed to determine the appropriate Subcontractors with whom to proceed based upon the best price for the entire scope of work required (that indicated and that not indicated, but which the Bidder identifies as probably necessary) and in consideration of the demands of the construction schedule.
3. Although the Bid Package Scope Summaries are intended to designate all items of work anticipated, they are not necessarily all inclusive.

**Notes:**

“Scope of work” constitutes a change such as adding a sink where one was not previously shown and is not usually required for the function of the room in which it is located. “Scope of work” is not the addition of rough-in piping where a sink has been shown as piping would be required at the sink to provide a complete and functional system and should be accounted for by the bidding contractor.

Any and all provisions that are necessary beyond those indicated in the bid documents must be consistent with the spirit and intent of what is included in the bid documents, industry practice for this locale, and the requirements of the prevailing jurisdictions.

**Award of Contracts:** The Owner and the Contractor reserve the right to reject any or all bids, to waive informalities in the bids received, to request further information or clarification as required to enable a complete and fair comparison of bids, and to accept any bid which, in their opinion, may be in the best interest of the Owner and the Project.

Bid breakdown forms in the specific summaries of work should be submitted with the bid proposal. The apparent low Bidders for each package will be contacted as soon as possible after the opening of bids, to attend a Proposal review with the Contractor and the designers. The method of award will be based upon the base bid, selected alternates and any additional consideration that may be appropriate. Combination bids for two (2) or more packages may be submitted only if submitted as individual bids for each package.

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## INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

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All Subcontractors are hereby notified that they must have proper license as required under the project's state laws governing their respective trades.

**MWBE Participation:**

In support of the Wayne County Public School System diversity and inclusion efforts, Daniels and Daniels Construction Company, Inc. is committed to creating an environment of inclusion that affords small, minority, and women-owned businesses equal access to the economic opportunities that sustain our community. Small, minority, and women-owned businesses are encouraged to participate. Guidelines established in the North Carolina General Statutes and good faith efforts will be followed. Wayne County has a ten percent (10%) MWBE participation goal.

**Interpretation of Documents:** Oral interpretations as to the meaning of the bid documents will not be made to any Bidder. Every request for such an interpretation must be made in writing and emailed to the Contractor ([estimating@danddcc.com](mailto:estimating@danddcc.com)) by close of business on **02/04/2025**. Every interpretation made for the Bidder will be in the form of an addendum to the bid documents, which will be sent as promptly as is practicable to all persons to whom the bid documents have been issued. All such addenda will become part of the bid documents.

All Unit Prices and Allowances included in each Bid Package's base bid are to include all associated costs, such as installation, taxes, delivery, overhead, and profit, as required by the specifications. The costs for allowances are part of the Contract Sum and should not be adjusted if the actual allowance usage exceeds or falls short of the estimated amount. Any remaining, unused allowances at Project Closeout shall be credited back to the Owner.

Written approval from the Contractor is required before any Subcontractors can proceed with work to be paid from allowance funds. Allowances are for Work beyond what is shown in the Contract Documents. The full requirements of the Contract Documents apply to the applicable Work described in the Schedule of Allowances.

**Insurance Requirements:** The Contractor's Subcontractor Insurance Requirements are included in the D&D Procedural Manual under "Insurance and Bonds".

**Voluntary Substitutions:** To obtain approval to use alternatives to the specified products, Bidders must submit written requests to the Architect through the Contractor at least ten (10) calendar days before the bid date/time. Requests received after this time will not be considered. Requests must clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability. If the substitution is acceptable, an addendum will be issued so stating.

**Necessary Substitutions:** Each Bidder is expected to know the market status of products related to its work. Should a specified product become obsolete, discontinued, or otherwise unavailable prior to the bid, the Bidder has the responsibility to either A.) Make this known to the Contractor via written notification at least ten (10) days prior to the bid so that an addendum may be issued, or B.) Include within its bid, the value necessary to cover substitution with the highest quality alternative which at a minimum meets the spirit and intent of the design for use, function, and aesthetics. (If notice given by a bidder in action "A" above fails to result in an addendum, then Bidders shall proceed with action "B").

**Sales Tax:** Sales Tax is to be included in the proposal. The sales tax for this project may include rates for State, County, and City.

## GENERAL SUMMARY OF WORK

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The following items are applicable to all Subcontractors.

### 1 **PROJECT WORKING HOURS:**

Regular working hours are Monday through Friday from 7:00 A.M. to 5:00 P.M. ET. Hours will be extended when necessary to maintain the project schedule or as dictated by construction sequence. Extended or alternate work hours will only be permitted with prior approval from the Contractor. Extended working hours and weekend work will be permitted to tiered subcontractors on the condition that supervision by the contractor with whom D&D has entered a contract is present for the duration of their extended stay.

### 2 **SCHEDULE:**

Durations, logic, timing, and sequencing of activities shown in the schedule are subject to change as the schedule is further developed. Subcontractor shall cooperate with Contractor in providing information relative to the further development of the schedule.

#### 2.1 **CONSTRUCTION SCHEDULE:**

DESCRIPTION: The Contractor may assemble and manage a project Critical Path Method (CPM) Schedule of Work in a computerized precedence network format throughout the project. The project schedule will be reviewed and updated for the duration of the project and will be utilized for scheduling and monitoring the progress of the work.

The overall construction schedule is Eighteen (18) months from Notice to Proceed.

#### 2.2 **CONTENT OF SCHEDULE:**

CONSTRUCTION OF SCHEDULE: Within ten (10) calendar days after the award of subcontract all Subcontractors will attend a schedule set-up meeting to be conducted and chaired by the Contractor. The purpose of the meeting is to review the Preliminary Schedule (from the bid documents) and begin developing the Schedule of Work. During the preliminary meeting, each Subcontractor will provide information detailing a plan to complete the work within the milestone and completion dates required by the drawings and specifications. During subsequent schedule set-up meetings, as required, the Subcontractors will provide information detailing and describing all construction and procurement activities required to complete the work. Information to be supplied by the Subcontractors will include, but not be limited to, the following:

- Procurement activities to include submittals, approvals, fabrication and delivery of all key and long-lead items.
- All construction activities to be accomplished during the project to be properly sequenced and coordinated with the elements of the work.

The Contractor may use the Subcontractor's information provided in Section 1.3a(1) to determine the Schedule of Work.

#### 2.3 **UPDATE CONSTRUCTION SCHEDULE:**

The Contractor may update the Schedule of Work as needed and Subcontractor is obligated to attend any meetings. It is the responsibility of the Subcontractors to ensure that the update of the Construction Schedule reflects the actual status of the work and a reasonable plan for future progress according to actual circumstances of the project.

Should the Subcontractor delay the project through deviations from project path, durations, etc., then the Subcontractor will be responsible to cover damages caused by such delays, and for any additional costs incurred.

Within thirty (30) calendar days of receipt of a Notice to Proceed or a Subcontract, provide to the Contractor a complete list of all Second Tier Subcontractors and Vendors that you intend to use on this

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**GENERAL SUMMARY OF WORK**

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project. This list must be submitted and approved by the Contractor prior to submitting an application for payment.

**2.4 LIQUIDATED DAMAGES:**

Liquidated damages will be \$500 per day for the first 10 days, and \$1,000 for each subsequent day starting on the 11<sup>th</sup> day.

**3 SUPERVISION:**

All Bid Package Subcontractors will provide qualified, full-time superintendents acceptable to the Contractor and the Owner. At a minimum, a full-time superintendent must be in attendance whenever the Subcontractor has forces on site. Superintendent will not be removed from this project unless he/she ceases to be employed or approval is given by the Contractor.

Each Subcontractor's superintendent will be required to coordinate the performance of the work with the superintendents of other Subcontractors. Attendance at the jobsite, coordination, progress, and situational meetings by all Subcontractor superintendents and project managers is mandatory unless stipulated otherwise by the Contractor.

The superintendent will be responsible to submit daily field reports to the Contractor by 8:00 A.M. each day of work that is performed on the previous day. The sample Daily Construction Report is included in Subcontractor Document Exhibits and contains the minimum information required to be reported each day.

Subcontractors are not allowed on site unless a representative of the Contractor is on site. When a Subcontractor desires to work weekends or extended hours, it must be approved in advance by the Contractor. Tier Subcontractors are not allowed on site unless the appropriate Subcontractor's superintendent is on site.

Each superintendent must check in at least twice a day with the Contractor's Project Superintendent.

**3.1 JOB PROGRESS MEETINGS:**

Job progress meetings will be held each week at the Contractor's field office. Attendance by each Subcontractor working on site is mandatory. Subcontractor project managers are required to attend at least one (1) meeting per month. Subcontractor superintendents must attend every meeting.

**4 TEMPORARY FACILITIES, TEMPORARY FIELD OFFICE AND STORAGE TRAILERS:**

Each Subcontractor is responsible for providing and paying all their own costs associated with their temporary office and onsite storage. Quantity and location is subject to approval by the Contractor. Storage inside the building will not be allowed. Approval from the Contractor will be required for use of any space for storage. All Subcontractors should include cost for storage trailers as needed for their use.

**4.1 CONSTRUCTION FENCE AND PEDESTRIAN PROTECTION:**

The Fencing Subcontractor will provide Temporary Construction Fencing and Pedestrian Protection.

**5 SANITARY FACILITIES:**

The Contractor will provide temporary sanitary facilities.

**5.1 DRINKING WATER:**

All Subcontractors must provide their own drinking water, ice and cups.

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**GENERAL SUMMARY OF WORK**

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**6 UTILITY CONSUMPTION CHARGES:**

Daniels and Daniels will pay all power and water usage charges for this project; however, abuse of utility usage by any Subcontractor will not be tolerated.

**7 TEMPORARY STORAGE AND PARKING:**

Each Subcontractor is required to make and pay for whatever provisions are necessary for their storage facilities. All Subcontractors will utilize only the areas directed by the Contractor. Parking and storage outside of designated areas is strictly prohibited, unless given prior approval from the Contractor.

**8 SECURITY:**

Each Subcontractor is responsible for security of its personnel, materials and equipment.

**9 TEMPORARY FIRE PROTECTION:**

Each Subcontractor will furnish and maintain temporary fire protection.

**10 FIELD ENGINEERING:**

All layout work for each scope of work is to be provided by the Subcontractors. As-Built drawings shall be provided with any changes.

**11 HOISTING:**

Each Subcontractor is required to provide its own equipment and qualified operator(s).

**12 SEALING AND CAULKING:**

All Subcontractors are responsible for sealing (fire, smoke, acoustical, sound caulking, etc.) their penetrations, new and existing.

**13 CUTTING AND PATCHING:**

**13.1 CUTTING AND CORING:**

Subcontractors will coordinate all openings with Contractor prior to starting any operation.  
Subcontractors will provide their own cutting, coring, and patching as it pertains to their work.  
Subcontractors will furnish and install all miscellaneous steel/sleeve required at their openings.  
Subcontractors shall dispose of any waste generated from cutting and patching by proper means.

**14 SUBMITTALS/SHOP DRAWINGS:**

Subcontractors and Vendors must prepare all submittals to the Contractor as required by and noted in the bid documents. Submittals must begin after receipt of a Subcontract or Letter of Intent from the Contractor and may be processed electronically.

Submittals must be completed in time to allow for a minimum of four (4) weeks for the Contractor and Architect to review and return to the Subcontractor or Vendor without affecting the construction schedule. The Contractor shall not be responsible for delays in submittals, as well as continuous re-submittals, caused by Subcontractors/Vendors.

Subcontractor must make all corrections indicated on the submittal and furnish corrected shop drawings noted "FIELD USE".

**15 WARRANTIES:**

Warranties begin on the date of Substantial Completion.

**16 COMMUNICATION AND ELECTRONIC DOCUMENT ACCESS:**

All Subcontractors will provide their superintendents with phones, tablets, and computers along with proper training to utilize these tools. These tools will be used throughout the project. Project Superintendent will have the capabilities and knowledge to address and review all submittal documentation and contract

**GENERAL SUMMARY OF WORK**

documents on a web based system.

Construction documents will be accessed digitally through software maintained by the Contractor. At a minimum, the primary field supervisor (per company) is required to have a tablet device (iPad2 or later, iPad mini) in order to access the current project documents. The device must have a cellular data service by a cellular provider. Software training can be provided as needed.

**17 CLEAN-UP:**

In all divisions of work, each Subcontractor is to provide their own daily clean-up. Daily clean-up is required and considered a continuous operation. Please refer to the Bid Package(s) for additional information on clean up and debris removal requirements.

If any Subcontractor fails to clean-up as directed by the Contractor within twenty-four (24) hours of verbal or written notification, the Contractor will hire a cleaning Subcontractor to complete the clean-up and the cost, plus appropriate mark-up, will be back charged to the Subcontractor.

**17.1 FINAL CLEANING:**

The final cleaning will be coordinated by the Contractor.

**18 PERMITS AND FEES:**

The overall construction building permit will be furnished by the Contractor. All other fees and/or permits required by any/all jurisdictions for the work required by each Bid Package are to be included in the respective Proposals.

**19 PAYMENT AND PERFORMANCE BONDS:**

Please provide alternate pricing for Payment and Performance bonds (100% of the bid value) on the scope bid package form.

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**GENERAL SUMMARY OF WORK**

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**20 SCHEDULE OF VALUES:**

Schedule of Values to be submitted for within thirty (30) days of receipt of a letter of intent or Subcontract Agreement, whichever comes first.

The Schedule of Values must contain a line item for on-site project overhead, daily clean-up, temporary facilities, and coordination drawings.

Payments due to the Subcontractor that are unpaid for more than thirty (30) days from the due date of the Subcontractor's invoice shall bear interest at the annual rate of ZERO PERCENT (0%) from the due date, compounded monthly.

20.1 For the Subcontractor involved (which includes any packages bid by and awarded to the Subcontractor), for any work performed by his own forces, mark-up will be as described in the AIA A201-2007 General Conditions as modified by the Owner if applicable.

20.2 For the Tier Subcontractor involved, for any work performed by his own forces, mark-up will be as described in the AIA A201-2007 General Conditions as modified by the Owner if applicable.

**21 GENERAL PROTECTION:**

All Subcontractors will be held responsible for the protection of existing construction. Material or equipment exceeding design live load will not be permitted on concrete slabs. Smoking or use of tobacco products will not be permitted in the building. Food and drinks are not permitted in the building.

**22 BEHAVIOR OF CONSTRUCTION PERSONNEL:**

Subcontractor employees shall act and present themselves in a professional manner. Harassment to anyone, discriminatory dress or speech, profuse use of curse words, provocative and/or racial display of material will not be tolerated. At the Contractor's discretion, any acts described here or behavior unsatisfactory to the Contractor and/or Owner, the employee will be dismissed from the project without question.